

25.7

## MISCELLANEOUS APPROPRIATIONS CONTRACT

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**THIS CONTRACT** is signed this 10 day of October, 2019, by the City of Pompano Beach ("City") and Brown's Community Development Center, 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 \$3,000 to RECIPIENT, to conduct a program entitled or activity as described in Exhibit "A" Recipients Requirements, Contractual Responsibilities and Program Description which is attached hereto and incorporated herein by reference, for the period beginning October 1, 2019 and ending September 30, 2020; and

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

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

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

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

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

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

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

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

7. Contract Administrators, Notices and Demands.

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

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

**If to Recipient:** Darlene Brown-Ponder  
6th Annual Collier City Family Fun Day  
611 North Powerline Road  
Pompano Beach, FL 33069  
Office: (954) 254-8286  
Email: tlcaduldaycare@aol.com

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

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

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

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

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

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

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

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

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

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

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



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

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

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

14. Non-Assignability and Subcontracting.

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

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

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

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

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

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

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

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

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

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

20. Public Records.

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

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

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

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

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

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

## **PUBLIC RECORDS CUSTODIAN**

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

### **CITY CLERK**

**100 W. Atlantic Blvd., Suite 253  
Pompano Beach, Florida 33060  
(954) 786-4611  
RecordsCustodian@copbfl.com**

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

22. Waiver and Modification.

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

**"CITY":**

Witnesses:

Carla J. Pitt

Shelly R. Barlow

Attest:

Asceleta Hammond  
ASCELETA HAMMOND, CITY CLERK

**CITY OF POMPANO BEACH**

By: Rex Hardin  
REX HARDIN, MAYOR

By: Gregory P. Harrison  
GREGORY P. HARRISON, CITY MANAGER

(SEAL)

Approved As To From:

Mark E. Berman  
MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 10 day of October, 2019 by **REX HARDIN** as Mayor, **GREGORY P. HARRISON** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:



Jennette Forrester Williams  
NOTARY PUBLIC, STATE OF FLORIDA

Jennette Forrester Williams  
(Name of Acknowledger Typed, Printed or Stamped)

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

**"RECIPIENT"**

Brown's Community Development Center, Inc.  
(Print or type name of company here)

Witnesses:

Pedro Asuaje

Pedro Asuaje  
(Print or Type Name)

Stanley Virgile  
(Print or Type Name)

By: Darlene Brown-Ponder

Print Name: Darlene Brown-Ponder

Title: President

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

STATE OF Florida

COUNTY OF Howard

The foregoing instrument was acknowledged before me this 10 day of August, 2019, by Darlene Brown-Ponder as President of Brown's Community Development Center, Inc. Florida corporation on behalf of the corporation or a Florida limited liability company on behalf of the company. He/she is personally known to me or who has produced FCID (type of identification) as identification.

NOTARY'S SEAL:



Pedro Asuaje  
NOTARY PUBLIC, STATE OF FLORIDA

Pedro Asuaje  
(Name of Acknowledger Typed, Printed or Stamped)

66740860  
Commission Number

## **Exhibit “A”**

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

#### **1. RECIPIENT agrees to do as follows:**

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Organization name:** Brown's Community Development Center, Inc.

**Program funded:** 6th Annual Collier City Family Fun Day & Barbecue Cook- Off/ McNair Park

**Amount funded:** \$3,000

**Program description:** This event is an community event that brings families and community partners together. It consist of free food distribution, back pack give-a-ways, health and wellness screenings, job and career fair, numerous resource exhibitors, free hair cuts for the children, games and activities for the children, empowerment workshops and live entertainment for everyone to enjoy. Free food for the kids. Businesses and organizations showcases their products or services. We will have Barbecue and Dessert Bake Off Contest to promote community interaction and will have residents and community leaders as judges.



Form Name:	City of Pompano Beach 2019-2020 Nonprofit Sponsorship Application
Submission Time:	May 10, 2019 11:35 am
Browser:	Chrome 74.0.3729.131 / Windows
IP Address:	73.124.190.103
Unique ID:	503711063
Location:	26.241800308228, -80.164497375488

## About Your Organization

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<b>Which Fiscal Year Is Your Organization Applying For?</b>	2019-2020
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<b>Full Name of Nonprofit:</b>	6th Annual Collier City Family Fun Day & Barbecue Cook-Off
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<b>Mission of Nonprofit:</b>	Browns Community Development Center Incorporated(BCDC)is dedicated to enhancing the lives of the people. BCDC promotes decent, affordable housing and improve neighborhood-communities. BCDC will provide services with to youth and the elderly in the NW target area, City of Pompano Beach,and Broward County.
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BCDC envisions a community where every child and senior citizen has a safe, and nurturing environment in which to live. BCDC believes that the market does not naturally ensure quality and affordable housing for every citizen. Therefore, they envision being the leader of decent housing for all citizens.

<b>Brief Overview of Nonprofit:</b>	Browns Community Development Center(BCDC) have been serving Pompano Beach over 15 years,especially Collier City. We have coordinated health fairs, food distributions, health seminars, clothing and back pack give-a-ways,senior programs, youth projects,and empowerment seminars. Also, we have been assisting the Broward Outreach Homeless Shelter for many years by donating clothes and personal hygiene items; we have sponsored many dinners for mother's and father's day celebration at the shelter.
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<b>Nonprofit Website:</b>	<a href="http://www.brownscdc.org">www.brownscdc.org</a>
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<b>Which Funding Priority Does Your Nonprofit Qualify For:</b>	Community Events
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<b>Type of Organization - select the one that best applies:</b>	Fair/Festivals
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**Executive Summary of How Nonprofit will use City of Pompano Beach Funding:**

The "6th Annual Collier City Family Fun Day & Barbecue Cook-Off" is an event that brings families and community partners together. This event consist of free food distribution, back pack give-a-ways, health and wellness screenings, job and career fair, numerous exhibitors, free haircut for the children, games and activities for the children. Also live entertainment in which consist of cultural music for all ethnic groups to enjoy and learn each other cultures. Businesses and organizations will showcase their products or services to help Collier City community to enhance their quality of life. Barbecue Cook-Off will be promote community interaction with the community leaders and attendees. Community leaders will be judges for the contest and will announce the winner.

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

The "6th Annual Collier City Family Fun Day & Barbecue Cook-Off" fits the guideline and funding interest because this event will promote economic development in Pompano Beach. The Barbecue Cook-Off will bring visibility and traffic to Pompano Beach. Also, it will increase business revenue by showcasing their products and services. The Ali Cultural Center and Bailey Contemporary Arts will showcase their programs and talents at the event to get more attendance to the downtown and innovative districts.

**Statement of Need:**

Collier City is one of the most disadvantaged communities in the City of Pompano Beach. The average income is estimated \$29,000/year. The household expenditures is below national average. There are more single parents than married couples. The educational level are very low in this community. There is a need to improve the economic development and quality of life in Collier City to prevent an increase in the crime rate by assisting business growth and providing health/wellness education, job/career opportunities, social services resources and free food distribution.

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

Collier City is predominantly African American, in which consist of Hispanics and Haitians population. Collier City is a very low income and educational level community. There are more single families than married. 57% is white collar workers and 43% are blue collar workers. There are a lot of young men sitting under the trees or at the corner convenience store during the day. The houses are in poor conditions and needs renovation. There are areas where it is drug infested. Much improvement has been done in the last 2 years but there is still much to be done.

**Does Your Organization Receive Matching Funds?**

No

**About Your Board of Directors**

**Board Disabled**

0

**Board Minorities**

3

<b>Board Seniors</b>	1
<b>Total Board Members</b>	3

### **Program/Event Information #1**

<b>Will your organization be hosting an event on City property?</b>	Yes
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<b>Which are you applying for? (Program/Event)</b>	Event
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<b>Program/Event Name</b>	6th Annual Collier City Family Fun Day & Barbecue Cook- Off/ McNair Park
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<b>Type of Program/Event</b>	Community Event
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<b>Describe the program/event succinctly:</b>	This event is an community event that brings families and community partners together. It consist of free food distribution, back pack give-a-ways, health and wellness screenings, job and career fair, numerous resource exhibitors, free hair cuts for the children, games and activities for the children, empowerment workshops and live entertainment for everyone to enjoy. Free food for the kids. Businesses and organizations showcases their products or services. We will have Barbecue and Dessert Bake Off Contest to promote community interaction and will have residents and community leaders as judges.
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<b>Elaborate on your program/event objectives. How do you plan on using the funding to solve the problem?</b>	<p>The objective is of the is event:</p> <ol style="list-style-type: none"> <li>1. Increase health awareness and disease prevention for families by providing health screenings,educational information and related activities.</li> <li>2. To provide disaster preparedness information by the Broward Health Department agency.</li> <li>3. Increase awareness of local health services, social services and community resources.</li> <li>4. Motivate participants to make positive health behavior changes by providing health resource agencies.</li> <li>5. Motivate youth to excel in school by providing mentors and youth program resources.</li> <li>6. Promote education by providing free back packs and school supplies to school aged children.</li> <li>7. To assist the adults and high school graduates for employment opportunities by coordinating a College/Career Readiness Fair. This fair will consist of numerous state and local colleges. Technical schools and financial agencies participant in the fair.</li> <li>8. Empowerment workshops to enhanced families quality of life.</li> </ol>
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**What are the outcomes of your program/event?**

The outcome of this event is that 1000 children will receive back packs and school supplies. Businesses will increase 15-20% in revenue due to community awareness and high volumes of traffic to the event. Our goal is for businesses to continue to grow after the event by continue having people come to Pompano Beach to various venues and events. 15% of Collier City residents and attendees will receive employment opportunities. 5% of residents and attendees will own a home through Pompano Beach Housing incentives or Habitat For Humanity.

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

501-1,000

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

1500

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

The demographics of the population this event is impacting is mainly in Collier City. Collier City is predominantly African American with a small population of Hispanics and Haitians. According to the Onboard Informatics, the population in Collier City is 25,920. The average income level is \$29,117/year. There are 13,370 males and 12,370 females. The median age is 51; 5,531 are married and 12,899 are single, widowed 886, divorce 3,232 and separated 1,312. There are 57% white collar workers and 43% blue collar workers. Educational level: 7.9% no high school education, 16.6% some high school education, 30.9% some college. 8.3% associates degree, 22.5% bachelors degree and 13.7% graduate degree.

**Start Date of Program/Event:**

Aug 08, 2020

**End Date of Program/Event:**

Aug 08, 2020

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

Yes

**Start Time of Program/Event:**

10:00 AM

**End Time of Program/Event:**

02:30 PM

**Name of Program/Event Venue:**

6th Annual Collier City Family Fun Day & Barbecue Cook-Off'/ Mc Nair Park

**Address of Program/Event Venue Location:**

951 North West 27 Avenue  
Pompano Beach, FL 33069

**Attire of Program/Event (select the one that best applies):**

Active Wear



<b>List any Benefits or Amenities the City of Pompano Beach Receives:</b>	This event will enhance economic development by promoting more jobs and career opportunities, increase business awareness. More visibility and traffic in Pompano Beach downtown area.
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<b>Amount Requested:</b>	17000
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<b>Are you applying for a second Program/Event?</b>	Yes
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## **Program/Event Information #2**

<b>Will your organization be hosting an event on City property?</b>	Yes
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<b>Which are you applying for? (Program/Event)</b>	Event
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<b>Program/Event Name</b>	6th Annual Collier City Family Fun Day Kick Off Celebration
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<b>Type of Program/Event</b>	Cocktail Reception
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<b>Describe the program/event succinctly:</b>	The Kick-Off Celebration will be event to fundraise for Family Fun Day expenses that is not covered by the sponsorship and college scholarships in Collier City high school students. Also, to bring visibility to the organization. This event will acknowledge and bring stakeholders, community leaders, City Officials and residents together. The emphasis will be on the success and purpose of the Collier City Family Fun Day. Recognition and awards will be given to residents and others who have contributed to improving the conditions in Collier City. We will have entertainment, food and fashion show to promote interaction among the community.
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<b>Elaborate on your program/event objectives. How do you plan on using the funding to solve the problem?</b>	<p>The Kick-Off Event Objective:</p> <ol style="list-style-type: none"><li>1. Generate excitement and enthusiasm for the Family Fun Day to promote a higher attendance.</li><li>2. Present the event and the committee stakeholders.</li><li>3. To increase visibility to Browns CDC and its purpose.</li><li>4. Fundraise to expand the events and initiate a scholarship funds for Collier City's for up to 10 high school students.</li><li>5. This will promote economic development by business networking, visibility of the downtown area and highlighting the cultural make up of the community by promoting this event to the surrounding areas.</li></ol>
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<b>What are the outcomes of your program/event?</b>	The event will increase visibility of Browns of Browns CDC organization Also, it will support the use of the growing downtown and Innovation District by using the Pat Larkins Community Center. It will bring economic development in Pompano Beach because we will encourage business working; also will give priority to caterer and fashion designer for the event.
<b>Estimated # of Attendees at the Program/Event (select the one that best applies)</b>	51-150
<b>Please Specify the Number of City of Pompano Beach Residents Your Organization will Serve if the Program/Event is Funded:</b>	-10
<b>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.</b>	The demographics of the population this event is impacting is mainly in Collier City. Collier City is predominantly African American with a small population of Hispanics and Haitians. According to the Onboard Informatics, the population in Collier City is 25,920. The average income level is \$29,117/year. There are 13,370 males and 12,370 females. The median age is 51; 5,531 are married and 12, 899 are single, widowed 886,divorce 3,232 and separated 1,312. There are 57% white collar workers and 43% blue collar workers. Educational level: 7.9% no high school education, 16.6% some high school education, 30.9% some college. 8.3% associates degree, 22.5% bachelors degree and 13.7% graduate degree.
<b>Start Date of Program/Event:</b>	Aug 01, 2020
<b>End Date of Program/Event:</b>	Aug 01, 2020
<b>Does your program/event have a start time/end time?</b>	Yes
<b>Start Time of Program/Event:</b>	06:30 PM
<b>End Time of Program/Event:</b>	10:30 PM
<b>Name of Program/Event Venue:</b>	6th Annual Family Fun Day Kick-Off Celebration/ Pat Larkins Community Center
<b>Address of Program/Event Venue Location:</b>	520 North West 3rd Avenue Pompano Beach, FL 33069
<b>Attire of Program/Event (select the one that best applies)</b>	Cocktail
<b>List any Benefits or Amenities the city of Pompano Beach Receives:</b>	This event will support the use of Pompano Beach downtown venue, enhance economic development by promoting business networking, marketing and exposing Pompano Beach by inviting people all over Broward County.

**Amount Requested:** 5000

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### **Additional Activities**

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

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**Name of Event:** 6th Annual Collier City Family Fun Day Kickoff Celebration

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**Description of Event:** The Kick Off Celebration Event will an event to fundraise for Family Fun Day expenses not funded by the sponsorship and college scholarship funds for Collier City high school students and bring visibility to the organization. This event will acknowledge and bring together stakeholders, community leaders, City Officials and residents. The emphasis will be on the successes and purpose of the Collier City Family Fun Day. We will have entertainment, food and a fashion show. Also we would present awards to Collier City's residents and people who have made contribution to improve the conditions and quality of life in Collier City.

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**Date of Event:** Aug 01, 2020

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**Start Time of Event:** 06:30 PM

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**End Time of Event:** 10:30 PM

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**Name of Event Venue:** Pat Larkins Community Center

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**Address of Event Venue Location:** 520 North West 3rd Street  
Pompano Beach, FL 33069

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**Attire of Program/Event (select the one that best applies)** Cocktail

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### **Additional Information**

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

Browns Community Development Center is the founder and coordinator of the Collier City Family Day since August 2014. The City of Pompano Beach CRA wanted to collaborate with us to do this event in Collier City. The CRA paid for the entertainment, logistics, tents, printing, advertisement and activities for the children. Browns CDC was responsible for the food distribution with Feeding South Florida, coordinated and accommodated 70 resource exhibitors, health and wellness screenings, employment opportunities, back pack and school supplies for the school aged children. Coordinated the empowerment seminar with Habitat for Humanity last year promoting housing ownership. We involved the law enforcement by requesting the show car and mounted posse to the event. Also, the Fire Department participated by bring the fire truck as an educational opportunity for the children. Over 15 years we have provided many services in Pompano Beach, especially Collier City to improve the quality of life for disadvantaged families. Our organization is capable of doing this event successfully.

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

This year we are partnering with the Kappa Foundation to coordinated a College & Career Readiness Fair, our objective is to encourage high school graduates and adults to further their careers by either by enrolling in college or a vocational school to improve the economic development in their community.

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

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

Yes

**If yes, when was the most recent year?**

We were funded for the 2018-2019 year

**What was the name of program/event funded?**

5th Annual Collier City Family Fun Day

**How much was the funding for this program/event?**

3000

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### **Requested Budget Information**

**What is the total value your nonprofit is applying for?**

22000

**If you are not awarded the full funding requested for your event/program, will you be able to complete your project?**

No



**Are you including the following:**

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

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**Upload your documents: All items are mandatory.**

<b>Itemized Budget - Please provide a budget ONLY for the program/event you are applying for. Annual agency budgets will not be accepted.</b>	<a href="https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077528/503711063/72077528_browns_community_development_itemized_budgets_for_two_events.pdf">https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077528/503711063/72077528_browns_community_development_itemized_budgets_for_two_events.pdf</a>
<b>W9</b>	<a href="https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077535/503711063/72077535_browns_community_development_w-9.pdf">https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077535/503711063/72077535_browns_community_development_w-9.pdf</a>
<b>IRS Letter</b>	<a href="https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077552/503711063/72077552_browns_community_development_center_irs_letter.pdf">https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077552/503711063/72077552_browns_community_development_center_irs_letter.pdf</a>
<b>List of Board of Directors</b>	<a href="https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077556/503711063/72077556_browns_community_development_center_board_of_directors.pdf">https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077556/503711063/72077556_browns_community_development_center_board_of_directors.pdf</a>
<b>Articles of Incorporation</b>	<a href="https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077558/503711063/72077558_browns_community_development_articles_of_corporations.pdf">https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077558/503711063/72077558_browns_community_development_articles_of_corporations.pdf</a>

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**Charity/Organization Contact**

<b>Name</b>	Darlene Brown-Ponder
<b>Title</b>	6th Annual Collier City Family Fun Day
<b>Email</b>	<a href="mailto:tlcaduldaycare@aol.com">tlcaduldaycare@aol.com</a>
<b>Phone Number</b>	(954) 254-8286
<b>Address</b>	611 North Powerline Road Pompano Beach, FL 33069

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

In reply refer to: 0248462390  
Nov. 30, 2011 LTR 4168C E0  
31-1494368 000000 00

00018369  
BODC: TE

BROWNS COMMUNITY DEVELOPMENT  
CENTER INC  
% DARLENE PONDER  
1321 NW 46TH AVE  
FORT LAUDERDALE FL 33313-5628

021539

Employer Identification Number: 31-1494368  
Person to Contact: MR. PATTERSON  
Toll Free Telephone Number: 1-877-829-5500

Dear TAXPAYER:

This is in response to your Nov. 18, 2011, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in APRIL 1997.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website [www.irs.gov/eo](http://www.irs.gov/eo) for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.



## Request for Taxpayer Identification Number and Certification

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

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

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Browns Community Development Center Inc.</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input checked="" type="checkbox"/> Other (see instructions) ► <b>non-profit organization</b>	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions. <b>611 N.W. 31 Avenue</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Pompano Beach, Florida 33069</b>	
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
			-				-	
or								
Employer identification number								
3	1		-	1	4	9	4	3 6 8

### Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ► <i>Narlene Brown Ponder</i>	Date ► <i>8/7/19</i>
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### General Instructions

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

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

### Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

**ARTICLES OF INCORPORATION  
OF  
BROWN'S COMMUNITY DEVELOPMENT CENTER, INC.**

FILED  
25 NOV 21 10:05  
CLERK OF DISTRICT COURT  
JACKSONVILLE, FLORIDA

- ONE:** The name and address of this principal corporation is Brown's Community Development Center, Inc., 1081 North Powerline Road, Pompano Beach, FL 33069, Broward County. The corporation is organized pursuant to **FLORIDA** Nonprofit Corporation Code.
- TWO:** This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. The corporation is organized under the Nonprofit Public Benefit Corporation Law for charitable and educational purposes to aid the poor and disadvantaged individuals and families towards a life of self-sufficiency. The programs will consist of, but shall not be limited to: Job Training, Job Placement, Land Acquisition Housing, Employment, Literacy, Counseling, Temporary Shelter, Teenage Pregnancy, Substance Abuse Awareness and Prevention, Tutoring, AIDS, Elderly Care and other programs to aid those in need.
- THREE:** The duration of this corporation shall be perpetual, no stock and shall have no members.
- FOUR:** The address of the REGISTERED office is 1081 North Powerline Road, Pompano Beach, FL 33069, Broward County, and the name of the registered agent of the corporation shall be:  
Darlene Ponder  
Darlene Ponder  
5231 N. W. 12th Street  
Lauderhill, FL, 33313
- FIVE:**
- (a) This corporation is organized and operated exclusively for Educational and Charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code.
- (b) Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activities not permitted to carry on (1) by a corporation exempt from federal income tax under Section 501 (c)(3) of the Internal Revenue Code or (2) by a corporation contributions to which are deductible under Section 170 (c)(2) of the Internal Revenue Code.



SIX: The Directors are elected in accordance with the Bylaws. The name and address of the persons appointed to act as the initial Directors of this corporation are:

<u>NAME</u>	<u>ADDRESS</u>
Henry Brown, Jr. President	1321 N. W. 46th Avenue Lauderhill, FL 33313
Darlene Ponder Secretary	5231 N. W. 12th Street Lauderhill, FL 33313
Henry Brown, III Treasurer	1321 N. W. 12th Street Lauderhill, FL 33313

SEVEN: The property of this corporation is irrevocably dedicated to Charitable and Educational purposes and no part of the net income or assets of the organization shall ever inure to the benefit of any director, officer or member thereof or the benefit of any private person.

EIGHT: On the dissolution or winding up of the corporation, its assets remaining after payment of, or provision for payment of, all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation, or corporation, which is organized and operated exclusively for Religious, Charitable and Educational purposes under Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government for a public purpose. Any such assets not disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the organization is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

NINE: Executed on October 8, 1996. The name and address of the incorporator of this corporation shall be: Darlene Ponder  
Darlene Ponder  
5231 N. W. 12th Street  
Lauderhill, FL 33313





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

In reply refer to: 0248462390  
Nov. 30, 2011 LTR 4168C E0  
31-1494368 000000 00  
00018369  
BODC: TE

BROWNS COMMUNITY DEVELOPMENT  
CENTER INC  
% DARLENE PONDER  
1321 NW 46TH AVE  
FORT LAUDERDALE FL 33313-5628

021539

Employer Identification Number: 31-1494368  
Person to Contact: MR. PATTERSON  
Toll Free Telephone Number: 1-877-829-5500

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Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in APRIL 1997.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website [www.irs.gov/eo](http://www.irs.gov/eo) for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

# **Browns Community Development Center Inc.**

## **Itemized Budget**

### **"6<sup>th</sup> Annual Collier City Family Fun Day"**

**Expenses: \$17,163.93**

#### Site:

**Rental space- \$350.00**

**Tents**

**(25) 10x10 Tents \$105 each= \$2625**

**Chairs and tables- In-kind**

#### Activities for Children:

**GCB Plus Company**

**Obstacle Inflatable-\$375.00**

**20X20 Toddler Play-\$375.00**

**Attendants- \$510.00**

**15x15 Bounce House-\$125.00**

**Face Painter- \$100.00**

**Three Kid Zones for different age groups, snacks, displays, hotdogs w/condiments, drink(350 kids)-\$1025.00**

**Trackless Train\_\$110.00**

**Total=\$3305.00**

#### For Teenagers Activities:

**Just For Fun Mobile Gaming LLC: Video Game Truck for 4 hours-\$533.93**

#### Entertainment For Attendees:

**Red Eye Entertainment Company-(4 and 1/2 hours)- includes sound system and setting up equipment,  
DJ –**

**Total- \$3000.00**

#### Publicity:

**Graphic design- \$350.00**

**Printing- \$500.00**

**Advertising/Marketing-\$ 1,000 ( Local newspapers)**

**Total-\$1850.00**

#### Children:

**Book bags bulk \$5.00 each for 800 kids=\$4000.00**

**School Supplies for 800 kids= \$1500.00**

**Total= \$5,500**

# **Browns Community Development Center Inc.**

## **6<sup>th</sup> Annual Collier City Family Fun Day Kick Off Celebration**

### **Itemized Budget**

**Expenses-\$5,851.25**

**Site:**

Venue fees- \$576.25

**Decorations:**

Decorations include Centerpieces \$750.00

**Refreshments:**

Catered: Food and Drinks for 150 attendees= \$2250.00

**Publicity:**

Graphic Design flyers- \$150.00

Printing flyers/invitations- \$300.00

Printing tickets-\$75.00

Advertising/marketing-\$1000.00

Total= \$1525

**Entertainment:**

DJ: 4 and ½ hours- \$450.00

Plaques(3)- Awards-

\$300.00

## **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 Brown's Community Development Center, Inc. (name of the non-profit organization) for 6th Annual Collier City Family Fun Day & Barbecue Cook- Off/ McNair Park (title of the program) for the current fiscal year is: \$3,000.

There will be a lump sum payment issued in advance equal to \$3,000. For any funds advanced the RECIPIENT agrees to provide the CITY with an itemization report of how funds advanced were spent, along with invoices and proof of payment. Such an accounting must be provided to the CITY in the quarterly financial report as indicated in Exhibit "A" Recipients Requirements, Contractual Responsibilities and Program Description. Failure to comply with this requirement shall result in the denial of the future requests for payments.



## **EXHIBIT C**

### **INSURANCE REQUIREMENTS: NON PROFIT ORGANIZATION**

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

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

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

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

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

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

B. Liability Insurance.

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



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

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

**Type of Insurance**

**Limits of Liability**

**GENERAL LIABILITY:**

Minimum \$1,000,000 Per Occurrence and  
\$2,000,000 Per Aggregate

\* Policy to be written on a claims incurred basis

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

**AUTOMOBILE LIABILITY:**

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

XX comprehensive form  
XX owned  
XX hired  
XX non-owned

**REAL & PERSONAL PROPERTY**

\_\_\_ comprehensive form Agent must show proof they have this coverage.

**EXCESS LIABILITY**

Per Occurrence Aggregate

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

Per Occurrence Aggregate

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

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

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

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

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

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

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

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







JIMMY PATRONIS  
CHIEF FINANCIAL OFFICER

**STATE OF FLORIDA  
DEPARTMENT OF FINANCIAL SERVICES  
DIVISION OF WORKERS' COMPENSATION**

**\* \* CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW \* \***

**NON-CONSTRUCTION INDUSTRY EXEMPTION**

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

**EFFECTIVE DATE:** 12/20/2018

**EXPIRATION DATE:** 12/19/2020

**PERSON:** DARLENE BROWN PONDER

**EMAIL:** TLCADULTDAYCARE@AOL.COM

**FEIN:** 311494368

**BUSINESS NAME AND ADDRESS:**

BROWN'S COMMUNITY DEVELOPMENT CENTER, INC.

611 NORTH WEST 31 AVENUE

POMPANO BEACH, FL 33069

**SCOPE OF BUSINESS OR TRADE:**

Social Services Organization-  
All Employees &  
Salespersons, Drivers

**APPROVED**

*D. Thorpe*  
**By Danielle Thorpe at 9:23 am, Aug 15, 2019**

IMPORTANT: Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

**APPROVED**

By Danielle Thorpe at 9:23 am, Aug 15, 2019

**FLORIDA AUTO...  
INSURANCE IDENTIFICATION CARD**  
Company Name: LM GENERAL INSURANCE COMPANY  
POLICY INFORMATION

Policy Number  
AOS-258-492412-40 8 8  
Co. Code  
-08424  
Effective Date  
09/28/2018

☒ Personal Injury Protection Benefits and Property Damage Liability  
☒ Bodily Injury Liability

Named Insured  
DARLENE B PONDER

VEHICLE INFORMATION  
Year 2002 Make LINCOLN  
VIN 5LMEU27R32LJ17074 Model NAVIGATOR

NOT VALID FOR MORE THAN ONE YEAR FROM EFFECTIVE DATE  
NAIC Number: 36447

To report a claim  
1-800-2CLAIMS  
(1 800 225-246)  
Customer service  
1 305 593 6533  
1 800-642-6456  
Roadside Assistance  
1 800 420-9898

Liberty Mutual  
INSURANCE

SEE IMPORTANT MESSAGE ON REVERSE SIDE  
PHKT 518 04 11