FIRST AMENDMENT

THIS IS A FIRST AMENDMENT TO THE APPROPRIATIONS CONTRACT dated _____, between:

> **CITY OF POMPANO BEACH,** a municipal corporation of the State of Florida, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, hereinafter referred to as "CITY,"
>
> and
>
> **Crockett Foundation Inc.,** a Florida Not For Profit Corporation, having its office and place of business at 401 SW 1st Ave, Suite 102, Fort Lauderdale, FL 33301, hereinafter referred to as "RECIPIENT."

WHEREAS, due to the effects of, and restrictions caused by, the COVID-19 Pandemic, RECIPIENT, through no fault of its own, has been unable to provide its services and programs for CITY's residents and utilize the funds previously granted by CITY for such purposes;

WHEREAS, both CITY and RECIPIENT believe such programs and services to be of benefit to CITY's residents, and wish to still obtain and provide those services and/ or programs for residents through extension of the performance period set forth in the previously entered Appropriations Contract;

WHEREAS, the parties entered into an Appropriations Contract for Learning Together on October 10, 2019, ("Original Agreement"); and

WHEREAS, the CITY and RECIPIENT have mutually agreed to extend the Original Agreement for one (1) additional one-year period, substitute Exhibit A, Recipients Requirements, Contract Responsibilities and Program Description, and amend certain terms and conditions.

W I T N E S S E T H :

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments herein set forth CITY and RECIPIENT agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.

2. The terms and conditions contained within the Original Agreement between CITY and RECIPIENT, effective October 1, 2019, a copy of which is attached hereto and made a part hereof as Exhibit "A," shall remain in full force and effect for the new contract extension term except as specifically amended herein below.

3. The parties hereto agree to extend the Original Agreement for one (1) additional one-year period, ending September 30, 2021.

4. That Paragraph 10, Force Majeure, of the Original Agreement is hereby deleted and replaced with the following language:

> 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 nature 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. Additionally, should funds not be utilized, and services or programs not provided within the specific required time period in this Contract due to circumstances outside the control of Recipient, including but not limited to, a Force Majeure event, City is under no obligation to amend or extend this Contract to provide the approved funding past the expiration of the performance period set forth in this Contract. Any amendment to this Contract for such purposes shall be at City's sole discretion, based upon its budget, available funds, and other factors it may deem relevant.
>
> Recipient must follow all Federal, State, County, and City safety guidelines, including all CDC safety guidelines in effect during the term of the program, including but not limited to social distancing, and personal protection equipment. Inability to conduct the program and follow any and all required safety guidelines from the COVID-19 crisis or other similar emergency, or failure to follow such requirements, including but not limited to, social distancing, shall constitute grounds for immediate cancellation of this Agreement unilaterally by the City upon written notice, which may be provided via electronic mail.

5. That Paragraph 21, Governing Law, of the Original Agreement is hereby deleted and replaced with the following language:

> 21. Governing Law. This Agreement must be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

6. The attached Exhibit A, Recipients Requirements, Contract Responsibilities and Program Description, is hereby substituted for, and in all references replaces, that Exhibit A, Recipients Requirements, Contract Responsibilities and Program Description, which was attached to, referenced and made a part of the Original Agreement.

7. This Agreement shall bind the parties and their respective executors, administrators, successors and assign and shall be fully effective as though the extension had been originally included in the Agreement.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

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

Attest:

CITY OF POMPANO BEACH

_____
ASCELETA HAMMOND, CITY CLERK

By:_____
REX HARDIN, MAYOR

(SEAL)

By:_____
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO DEPARTMENT HEAD:

By:_____

"RECIPIENT":

Witnesses:

Crockett Foundation Inc.

Anna M. Coleman
Print Name

Benjamin S Montero
Print Name

By: _____
Henri Crockett, President

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 28th day of August, 2020 by Henri Crockett as President of Crockett Foundation Inc., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me or who has produced _____ _____ (type of identification) as identification.

NOTARY'S SEAL:

SABINA BOYDEN
Notary Public - State of Florida
Commission # GG 948502
My Comm. Expires Jan 16, 2024
Bonded through National Notary Assn.

NOTARY PUBLIC, STATE OF FLORIDA

Sabina Boyden
(Name of Acknowledger Typed, Printed or Stamped)

GG 948502
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. Kitchen appliances (e.g., refrigerators, microwaves, stoves, tabletop burners)
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. Payroll taxes
xxviii. Laboratory fees
xxix. Computers
xxx. Health benefits
xxxi. Appliances and home goods (written justification and approval needed)
xxxii. Digital Cameras
xxxiii. Plaques
xxxiv. Hotel Costs
xxxv. Housing - (written justification and approval needed based on programming)

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

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

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

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

However, following the completion of the first narrative and financial report and as indicated in Exhibit "B" Payment Schedule, the remaining distribution payment to the RECIPIENT shall be contingent upon prior receipt of the required progress narrative and financial report which is due during the preceding quarter. Narrative and financial reports for recipients receiving quarterly or monthly payments as indicated in Exhibit "B" Payment Schedule shall be due no later than the following dates:

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

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

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

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

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

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

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.

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.

Day 7

MISCELLANEOUS APPROPRIATIONS CONTRACT

THIS CONTRACT is signed this 10 day of October 2019, by the City of Pompano Beach ("City") and Crockett Foundation Inc., a Not For Profit Corporation authorized to do business in the State of Florida ("Recipient").

WHEREAS, the City of Pompano Beach has appropriated for its current Fiscal Year 2019-20 (October 1st through September 30th), the sum of $10,000 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 Eileen LaMarca (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:
Eileen LaMarca
Executive Director
401 SW 1st Avenue
Suite 102
Pompano Beach, FL 33301
Office: (954) 254-7535
Email: elamarca@crockettfoundation.org

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Non-Assignability and Subcontracting.

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

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

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

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

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

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

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

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

Furthermore; nothing in this contract shall be deemed to constitute or create a joint venture, partnership, pooling arrangement or other form of business entity between the Recipient and the City. Recipient agrees to 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. 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:

CITY OF POMPANO BEACH

By:_____
REX HARDIN, MAYOR

By:_____
GREGORY P. HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK (SEAL)

Approved As To From:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 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:

NOTARY PUBLIC, STATE OF FLORIDA

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

JENNETTE FORRESTER WILLIAMS
Notary Public - State of Florida
Commission # FF 993881
My Comm. Expires May 18, 2020
Bonded through National Notary Assn.

_____
Commission Number

"RECIPIENT"

Crockett Foundation Inc.
(Print or type name of company here)

Witnesses:

Traci Schweitzer
(Print or Type Name)

Ana M. Rubirosa
(Print or Type Name)

By: _____

Print Name: Henri Crockett

Title: President

Business License No. 20-2689974

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 22nd day of AUGUST, 2019, by HENRI CROCKETT as PRESIDENT of THE CROCKETT FOUNDATION, a Florida corporation on behalf of the corporation or a Florida limited liability company on behalf of the company. ~~He~~/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

Notary Public State of Florida
Charles John LaMarca
My Commission GG 221654
Expires 09/22/2022

NOTARY PUBLIC, STATE OF FLORIDA

CHARLES J. LAMARCA
(Name of Acknowledger Typed, Printed or Stamped)

GG 221654
Commission Number

Miscellaneous Appropriations Contract 2/21/2019 ACP

Exhibit "A"

Recipients Requirements, Contractual Responsibilities and Program Description

1. RECIPIENT agrees to do as follows:

   a) To accept the funds as appropriated in accordance with the terms of this Contract; and

   b) If RECIPIENT intends on obtaining matching funds from another source at the time of the application for the CITY grant, the CITY reserves the right to request a copy of the matching fund contract along with a financial report; and

   c) Prior to the award of any CITY funds, RECIPIENT shall provide documentation substantiating that RECIPIENT's corporation/organization falls within Section 501(c)(3) and Section 501(A) of the Internal Revenue Code and a W9 form; and

   d) To abide by Chapter 119, Florida Statutes, as from time to time amended, and to comply with all applicable federal, state, county and municipal laws, ordinances, codes and regulations. Any difference between the above federal, state, county or municipal guidelines or regulations and this Contract shall be resolved in favor of the more restrictive guidelines; and

   e) To utilize allotted funds under this Contract for the sole purpose set forth in this Contract – FRAUDULENT USE OF CITY FUNDS SHALL RESULT IN THE TERMINATION OF THIS CONTRACT AND THE RECIPIENT SHALL BE OBLIGATED TO RETURN ALL THE FUNDS AWARDED BY THIS CONTRACT. IN ADDITION, THE CITY RESERVES ANY AND ALL RIGHTS AFFORDED UNDER THE LAW INCLUDING PROSECUTION FOR SUCH FRAUDULENT USE OF CITY FUNDS IN A COURT OF COMPETENT JURISDICTION. ALL UNSPENT FUNDS MUST BE RETURNED TO THE CITY; and

   f) To return to the CITY within fifteen (15) days of demand all CITY funds paid to said RECIPIENT under the terms of this Contract upon the finding that the terms of any contract executed by the RECIPIENT of the provisions or any applicable ordinance or law have been violated by the RECIPIENT; and

   g) To return to the CITY all funds expended for disallowed expenditures as determined by the CITY which includes, but not limited to:
      i. Personal digital assistants (PDAs), cell phones, smartphones, and similar devices
      ii. Service costs to support PDAs, cell phones, smartphones, and similar devices such as wireless services and data plans
      iii. Proposal preparation including the costs to develop, prepare or write the proposal
      iv. Pre-award costs
      v. Out-of-state travel; non-local travel expenses
      vi. Gift cards
      vii. Purchase/lease of facilities or vehicles (e.g., buildings, buses, vans, cars)
      viii. Rentals – one day only (written justification and approval needed for additional time)
      ix. Entertainment – exceptions shall be made for community events (written

justification and approval needed prior)

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

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

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

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

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

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

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

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

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

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

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

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

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

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: Crockett Foundation Inc.

Program funded: Learning Together

Amount funded: $10,000

Program description: Learning Together will serve 50 Pompano Beach Middle School students in an after-school setting, four days per week, and include the following core components:

- Individualized assessment of each student to identify interests, aptitudes, risks and barriers to success and determine the most appropriate levels and types of support
- Case management and small-group mentoring to help students overcome obstacles identified during assessment and achieve short- and long-term goals
- Academic support, including homework assistance, tutoring and remediation, supported self-advocacy, student-led goal setting, project-based learning and incentive-based programming
- Experiential learning opportunities, such as etiquette classes, culinary arts instruction, coding classes and STEM project learning
- Fitness activities and nutrition education to promote physical health and better lifestyle choices
- Community-based experiences such as camping, golfing, fishing, surfing or attending cultural events

Form Name:	City of Pompano Beach 2019-2020 Nonprofit Sponsorship Application
Submission Time:	May 8, 2019 10:35 am
Browser:	Chrome 73.0.3683.103 / Windows
IP Address:	162.237.144.220
Unique ID:	503020687
Location:	26.184000015259, -80.133796691895

About Your Organization

Which Fiscal Year Is Your Organization Applying For?	2019-2020
Full Name of Nonprofit:	Crockett Foundation, Inc.
Mission of Nonprofit:	The mission of Crockett Foundation is to help build character, develop leaders and improve communities - one child at a time.
Brief Overview of Nonprofit:	Founded in 2002 by brothers and former NFL football players Henri and Zack Crockett, the Crockett Foundation (CF) believes all children have the potential to succeed if given equal access to the right combination of guidance, support, opportunities and education. CF focuses on key initiatives for at-risk middle school students in Broward County in the areas of math, reading and health, often integrating technology and experiential learning to support growth beyond the classroom. CF's programs currently serve 200 students in Broward County and to date have helped more than 1,000 students graduate from high school with better grades and a more positive outlook on life. CF also facilitates the annual Family Health and Community Festival - in partnership with the City of Pompano Beach - which is one of Broward's largest school-supply donation events.
Nonprofit Website:	www.crockettfoundation.org
Which Funding Priority Does Your Nonprofit Qualify For:	Education
Type of Organization - select the one that best applies:	Education/Research
Executive Summary of How Nonprofit will use City of Pompano Beach Funding:	City of Pompano Beach funding will be utilized to support the Crockett Foundation's Learning Together program at Pompano Beach Middle School. During the 2019-2020 school year, the program will serve 50 middle school students who are at-risk of school failure, pregnancy, substance abuse, gang involvement and other negative outcomes. The program's comprehensive, outside-of-the-box approach will be provided in an after-school setting, four days per week, and include individualized assessment and case management, mentoring, academic support services, experiential learning opportunities, fitness and nutrition education and community-based experiences, such as athletic and cultural events, that would not otherwise be accessible for students from low-income families in Pompano Beach.

How Does Your Nonprofit/Program Fit the Guidelines and Funding Interests?	The Crockett Foundation shares the City of Pompano Beach's interest in helping children in underperforming schools acquire the knowledge, skills and behaviors they need to succeed in school, college or career pathways. The Learning Together program will be offered at Pompano Beach Middle School, an underperforming Title-I school, and is designed to help at-risk youth develop resiliency, a positive outlook, healthy family dynamics, pro-social relationships with peers and adults, positive decision-making skills, strong community attachment and academic success.
Statement of Need:	The Crockett Foundation serves approximately 200 students each year at middle schools throughout Broward County. The majority of students previously served have come from the Collier City neighborhood of Pompano Beach, which has historically been one of the most deprived areas of Broward County. During the 2018-2019 school year, the Crockett Foundation moved its Learning Together program to Pompano Beach Middle School, a Title-I school that has been graded "C" or lower since 2012. More than 80% of students who attend the school come from low-income households within the City of Pompano Beach.
Include a Description of the Geographic Area You Serve:	The Crockett Foundation serves students attending Pompano Beach Middle School in Pompano Beach, FL.
Does Your Organization Receive Matching Funds?	Yes
If Yes, please explain the matching gift partnership you have.	The Learning Together Program is currently supported in part by funding from the Children Services Council of Broward County, and the Crockett Foundation is actively seeking additional funding to match the City of Pompano Beach's support and ensure the program's sustainability.
Your organization will be able to provide the City documentation of your Matching Funds .	Yes

About Your Board of Directors

Board Disabled	0
Board Minorities	9
Board Seniors	0
Total Board Members	14

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	Learning Together
Type of Program/Event	Nonprofit Program/Seminar/Workshop
Describe the program/event succinctly:	Learning Together will serve 50 Pompano Beach Middle School students in an after-school setting, four days per week, and include the following core components: ~Individualized assessment of each student to identify interests, aptitudes, risks and barriers to success and determine the most appropriate levels and types of support ~Case management and small-group mentoring to help students overcome obstacles identified during assessment and achieve short- and long-term goals ~Academic support, including homework assistance, tutoring and remediation, supported self-advocacy, student-led goal setting, project-based learning and incentive-based programming ~Experiential learning opportunities, such as etiquette classes, culinary arts instruction, coding classes and STEM project learning ~Fitness activities and nutrition education to promote physical health and better lifestyle choices ~Community-based experiences such as camping, golfing, fishing, surfing or attending cultural events
Elaborate on your program/event objectives. How do you plan on using the funding to solve the problem?	The primary objective of Learning Together is to strengthen protective factors by helping at-risk youth develop resiliency, a positive outlook, healthy family dynamics, pro-social relationships with peers and adults, positive decision-making skills, strong community attachment and academic success. Case managers will work with each student to assess strengths and needs and work toward appropriate individualized goals that address identified issues in community, family, school or individual/peer domains. Both long and short-term goals will be identified, with the short-term goals acting as stepping stones to help students work toward longer-term objectives. By working to bridge the achievement gap between this underserved population and their middle- to upper-class peers before they get to high school, the Crockett Foundation can help reduce their risk factors related to teen pregnancy, delinquency, substance abuse, family dysfunction, mental and physical health problems, negative peer associations and school failure and provide them with the tools to make healthy choices, set and pursue goals and realize their full potential.

What are the outcomes of your program/event?	Anticipated measurable outcomes as follows: • 70% of participating students will demonstrate gains in Youth Development competencies. • 95% of participating students will demonstrate regular school attendance. • 95% of participating students will be promoted to the next grade. • 95% of participating students will not obtain any new law violations during the program. • 100% of participating students will not become pregnant or cause a pregnancy. • 100% of participating students will report no alcohol or drug use. • 95% of participating students who successfully complete program will not obtain any law violations 6 and 12 months after program completion.
Estimated # of Attendees at the Program/Event (select the one that best applies)	1-50
Please Specify the Number of City of Pompano Beach Residents Your Organization will Serve if the Program/Event is Funded:	50
Describe the demographics of the population you are impacting with this program/event: Demographics: Socioeconomic characteristics of a population expressed statistically, such as age, sex, education level, income level, occupation.	The program will serve 50 middle school students at Pompano Beach Middle School who are from low-income families and have been identified as at-risk of school failure, pregnancy, substance abuse, gang involvement and other negative outcomes. Participating students during the most recently completed school year were represented by the following demographics: 72% African American, 16% White and 12% Multi-Racial, with 12% also identifying as Hispanic.
Start Date of Program/Event:	Sep 01, 2019
End Date of Program/Event:	Aug 31, 2020
Does your program/event have a start time/end time?	Yes
Start Time of Program/Event:	04:00 PM
End Time of Program/Event:	06:00 PM
Name of Program/Event Venue:	Pompano Beach Middle School
Address of Program/Event Venue Location:	310 NE 6th 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:	There are no specific benefits or amenities associated with the program.
Amount Requested:	15000
Are you applying for a second Program/Event?	No

Additional Activities

Are there any additional activities associated with the primary sponsorship event (Examples include VIP event, Kickoff event, Awards Ceremony, Thank You/Recognition Party, etc...)	No

Additional Information

What are your organization's credentials? Tell us why your organization does it better than anyone else.	Since its inception, the Crockett Foundation's programs have been designed to facilitate the academic and behavioral success of struggling students who are at serious risk of academic failure, disciplinary action and/or juvenile delinquency. Over the last 16 years, the Crockett Foundation has grown from providing after-school tutoring to offering comprehensive education, health, technology and youth development programming year-round during and after school hours. The Crockett Foundation prides itself on finding and implementing unique program elements that keep youth continuously interested and engaged, regardless of how detached they may appear at the outset. Whereas some agencies serving students from low-income households may struggle with retention and engagement, the Crockett Foundation often meets and exceeds the targeted capacity. This is largely attributed to the deep connections made with the students, families and community partners, who have come to know that the agency focuses on high-quality, non-traditional and impactful ways to make a difference in their lives. The Crockett Foundation's programs are also unique due to the level of hands-on involvement by CEO and founder Henri Crockett, who serves as a powerful role model and motivator for young participants. Crockett has been recognized with multiple honors regarding his community involvement with youth, including being named the 2012 Rising Star by 2-1-1 Broward and 2013 Rising Community Leader by ICABA. Under his leadership, the foundation has served over 2,200 Broward County middle school youth to date, focusing on at-risk youth (100% of participants attend Title 1 Schools, 86% qualify for free/reduced lunch, 92% are minorities).

Any other information you wish to share?	The Crockett Foundation strives to above and beyond to ensure that Pompano Beach students and families have the tools and opportunities for success. One recent example is Mia, a current Learning Together program participant who is the oldest of three siblings living with their single mother in Pompano Beach. In December 2018, the Crockett Foundation's Case Manager discovered the family had become homeless. The Crockett Foundation was able to provide the family with hotel lodging through January and assist with groceries and Christmas gifts to help the children maintain a sense of normalcy during a difficult time. Meanwhile, the Case Manager assisted the mother in transitioning from part-time to full-time employment and qualifying for low-income housing, where the family now resides. Despite difficult circumstances, Mia was able to continue participating in the Learning Together and improve her grades, in addition to becoming more social with other children in the program.

City of Pompano Beach Funding History

Has your organization been funded before by City of Pompano Beach?	No

Requested Budget Information

What is the total value your nonprofit is applying for?	15000
If you are not awarded the full funding requested for your event/program, will you be able to complete your project?	Yes
Are you including the following:	Itemized Budget - Please provide a budget for the program/event you are applying for vs. the agency's annual budget = Yes W9 = Yes IRS Letter = Yes List of Board of Directors = Yes Articles of Incorporation = Yes

Upload your documents: All items are mandatory.

Itemized Budget - Please provide a budget ONLY for the program/event you are applying for. Annual agency budgets will not be accepted.	https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077528/503020687/72077528_crockett_foundation_itemized_budget_learning_together_2019-20.pdf
W9	https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077535/503020687/72077535_2019_crockett_foundation_w9.pdf

IRS Letter	https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077552/503020687/72077552_crockett_foundation_irs_letter.pdf
List of Board of Directors	https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077556/503020687/72077556_crockett_foundation_board_of_directors_2019.pdf
Articles of Incorporation	https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077558/503020687/72077558_crockett_foundation_articles_of_incorporation.pdf

Charity/Organization Contact

Name	Eileen LaMarca
Title	Executive Director
Email	elamarca@crockettfoundation.org
Phone Number	(954) 254-7535
Address	401 SW 1st Avenue Suite 102 Pompano Beach, FL 33301

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

DEPARTMENT OF THE TREASURY

Date: APR 25 2014

CROCKETT FOUNDATION INC
3129 NW 82ND TER
COOPER CITY, FL 33024

Employer Identification Number:
20-2689974
DLN:
17053353346003
Contact Person:
MS. MALONEY ID# 31210
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
May 15, 2013
Contribution Deductibility:
Yes
Addendum Applies:
Yes

Dear Applicant:

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

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

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

Sincerely,

Director, Exempt Organizations

Enclosure: Publication 4221-PC

Letter 947

CROCKETT FOUNDATION INC

ADDENDUM

Based on the information submitted with your application, we approved your request for reinstatement under Revenue Procedure 2014-11. Your effective date of exemption, as shown in the heading of this letter, is retroactive to the date of revocation.

This supersedes our letter dated March 27, 2014, which was issued with an incorrect Employer Identification Number. The number in the heading of this letter is the number your organization should use.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

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.
Crockett Foundation, Inc.

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

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

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

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

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

☑ Other (see instructions) ▶ 501(c)3

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

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

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

5 Address (number, street, and apt. or suite no.) See instructions.
401 SW 1st Avenue, #102

Requester's name and address (optional)

6 City, state, and ZIP code
Fort Lauderdale, FL 33301

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
2 0 – 2 6 8 9 9 7 4

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 ▶ Date ▶ 7/1/19

General Instructions

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

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

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.*

N05000003896

Capital Connection

Florida Department of State
Division of Corporations
Public Access System

Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H05000093699 3)))

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

FILED
2005 APR 15 A 9:01
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

To:
Division of Corporations
Fax Number : (850)205-0381

From:
Account Name : YOUR CAPITAL CONNECTION, INC.
Account Number : I20000000257
Phone : (850)224-8870
Fax Number : (850)224-7047

FLORIDA NON-PROFIT CORPORATION

CROCKETT FOUNDATION INC.

D. WHITE APR 18 2005

Certificate of Status	0
Certified Copy	1
Page Count	04
Estimated Charge	$78.75

Electronic Filing Menu Corporate Filing Public Access Help

FILED

2005 APR 15 A 9:01

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Crockett Foundation Inc.
Articles of Incorporation
A Florida Corporation, Not for Profit

In compliance with Chapter 617, Florida Statutes, and in accordance with other provisions of the laws of the State of Florida for the formation of a corporation not-for-profit, we, the undersigned, hereby associate ourselves into a corporation for the purpose and with the powers hereinafter mentioned, and to that end we do, by these Articles of Incorporation, set forth.

ARTICLE I – NAME

The name of this Corporation shall be Crockett Foundation Inc.

ARTICLE II: PRINCIPLE OFFICE

The initial principal place of business and mailing address of this corporation shall be: 20810 West Dixie Highway North Miami Beach, FL 33180

ARTICLE III – PURPOSES

This Corporation is organized for the following purposes:

1) Crockett Foundation Inc. is organized for charitable, educational, and scientific purposes, including for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501 (c) (3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

2) The Foundation's purpose will consist of contributing to other charitable organizations. It is anticipated that the Foundation with distribute most, if not all, of its assets on an annual basis. The entities to whom the Foundation makes donations will be chosen entirely in the discretion of the Board of Directors of the Foundation.

3) The Foundation may engage in a variety of fund-raising activities, including, but not limited to sponsoring charitable fund raising golf tournaments and associated events such as celebrity dinners, etc. All proceeds of any such activities would be donated by the Foundation to other tax-exempt, charitable organizations.

4) If the foundation engages in fund-raising activities such as charitable golf tournaments and related activities, it will most likely retain the assistance of professional organizers and promoters. Any such persons will be hired pursuant

CAPITAL CONNECTION 850 222 1222 04/15 '05 13:10 NO.590 02/05

to specific written contracts negotiated at arm's length and calling for no more than reasonable compensation for services rendered.

ARTICLE IV – MEMBERSHIP

1) Crockett Foundation Inc. shall initially include five members. The number of Directors may change from time to time, pursuant to the Bylaws, but shall never be less than three.

2) Members of the Board of Directors shall be elected and hold office in accordance with the Bylaws.

ARTICLE V – INITIAL DIRECTORS/OFFICERS

(1) Board of Directors: Crockett Foundation Inc. shall have five directors. The number of directors shall either be increased or diminished from time to time by the bylaws but shall never be less than three. The Names and Addresses of the Board of Directors are:

i) Henri Crockett, 20810 West Dixie Highway, North Miami Beach, FL 33180
ii) Zachary Crockett, 20810 West Dixie Highway, North Miami Beach, FL 33180
iii) Sylviann Hall, 20810 West Dixie Highway, North Miami Beach, FL 33180
iv) Zeffery Clark, 20810 West Dixie Highway, North Miami Beach, FL 33180
v) Jason Crockett, 20810 West Dixie Highway, North Miami Beach, FL 33180

(2) Corporate Officers. The members of the corporation shall elect the following officers: President, Vice President, Secretary and Treasurer, and such other officers as the bylaws of this corporation may authorize the members to elect from time to time. Such officers shall be initially elected, prior to the first annual meeting of members to take place after incorporation, in an election held according to the provisions of the bylaws of the corporation. Until such election is held, the following persons shall serve as corporate officers:

i) Henri Crocken (President), 20810 West Dixie Highway, North Miami Beach, FL 33180
ii) Zachary Crockett (Vice Pres), 20810 West Dixie Highway, North Miami Beach, FL 33180
iii) Syliviann Hall (Secretary) 20810 West Dixie Highway, North Miami Beach, FL 33180
iv) Rob Socol (Treasurer), 20810 West Dixie Highway, North Miami Beach, FL 33180

ARTICLE VI – AMENDMENTS TO BYLAWS

CAPITAL CONNECTION 850 222 1222 04/15 '05 13:10 NO.590 03/05

As permitted by Section 617.0206, Florida Statutes, as amended or superseded from time to time, subject to the limitations contained in the Bylaws, and any limitations set forth in the Corporations Not for Profit Law of Florida, concerning corporate action that must be authorized or approved by the members of the corporation, Bylaws of this Corporation may be made, altered, rescinded, added to, or new Bylaws may be adopted by a majority of the Board of Directors present at any meeting; provided, that notice of the proposed change is mailed to each member at least fifteen (15) days prior to such meeting.

ARTICLE VII-AMENDMENTS TO ARTICLES

These Articles of Incorporation may be amended as provided by law. No amendments are permitted which would cause any loss of the corporation's status under section 501 (c) (3) of the code. Amendments may also be made at a regular meeting of the membership upon a one (1) month notice given, by a two-thirds (2/3) vote of those members present.

ARTICLE VIII – DURATION

This Corporation is to exist perpetually unless dissolved according to law.

ARTICLE IX – NO PRIVATE INUREMENTS; RESTRICTIONS ON ACTIVITIES

1) No part of the net earnings of the Crockett Foundation Inc. shall inure to the benefit of, or be distributable to it's members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article III hereof.

2) No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate public office.

3) Notwithstanding any other provision of these Articles, Crockett Foundation Inc. shall not carry on any other activities not permitted to be carried on (a) by an organization exempt from Federal income tax under section 501(c)(3) of the code or (b) by the organization's contributions which are deductible under section 170 (c) (2) of the Code, or the corresponding section of any future federal tax code.

ARTICLE X: DISTRIBUTION UPON DISSOLUTION

Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501 (c) (3) of the Internal

CAPITAL CONNECTION 850 222 1222 04/15 '05 13:10 NO.590 04/05

FILED

2005 APR 15 A 9:01
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Revenue Code, or the corresponding section of any future federal tax code, shall be distributed to the Federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of by a Court of Competent Jurisdiction in Florida exclusively for such purposes as the court shall determine.

ARTICLE XI – REGISTERED AGENT/INCORPORATOR

The name and address of the registered agent shall be Robert E. Socol c/o A.R.S. & Associates Inc. located at 20810 West Dixie Highway North Miami Beach, FL 33180

A.R.S. & Associates Inc.

By: _____
Robert E. Socol

The name and address of the incorporator shall be Robert Socol c/o ARS & Associates Inc located at 20810 West Dixie Highway North Miami Beach, FL 33180

A.R.S. & Associates Inc.

By: _____
Robert Socol
INCORPORATOR

IN WITNESS WHEREOF, the undersigned, being the incorporator for the purpose of forming a Corporation pursuant to the Florida Not of Profit Corporation Act, Chapter 617, Florida Statutes, has signed these Articles of Incorporation This 15 day of April, 2005

_____
Henri Crockett

STATE OF FLORIDA)
COUNTY OF DADE)

BEFORE ME, a notary public authorized to take acknowledgements in the State and County set forth above, personally appeared Henri Crockett.

IN WITNESS THEREOF, I have hereunto set my hand and affixed my official seal this 15 day of April, 2005

_____
NOTARY PUBLIC, STATE OF FLORIDA

STUART SOCOL
MY COMMISSION # DD 042752
EXPIRES: July 23, 2005
Bonded Thru Notary Public Underwriters

CAPITAL CONNECTION 850 222 1222 04/15 '05 13:11 NO.590 05/05

inspiring today's youth

CROCKETT FOUNDATION

Crockett Foundation – Board of Directors 2018

- Henri Crockett, **President** - Crockett Foundation
  401 SW 1st Avenue, Suite#102, Fort Lauderdale, FL 33301
  954-200-1924

- Zach Crockett, **Vice President**, - Crockett Foundation
  401 SW 1st Avenue, Suite#102, Fort Lauderdale, FL 33301
  954-465-3040

- Dev Motwani, **Chair,** Founder/Managing Partner - Merrimac Ventures
  2434 E Las Olas Boulevard, Fort Lauderdale, FL 33301
  917-319-3090

- Jordana Jarjura, **Vice Chair**, General Counsel - Gulf Building, LLC
  633 South Federal Highway, 5th Floor, Fort Lauderdale, FL 33301
  954-292-4305

- Mary Kaub, **Secretary,** President - Geologistics, Inc.
  4281 NW 3rd Avenue, Boca Raton, FL 33431
  561-719-4168

- Eric Munoz, **Treasurer**, Vice President - Wealth Management: UBS Intl
  100 SE 2nd Street, 25th Floor, Miami, FL 33131
  305-804-1383

- Benjamin Biard, Partner - Winget Spadafora & Schwartzberg, LLP
  14 NE 1st Avenue, Suite 600, Miami, FL 33132
  813-714-0966

- Danielle Dattile, Owner/CEO - Onze Maison Belle Claire
  401 East Las Olas Boulevard, Suite 1400, Fort Lauderdale, FL 33301
  917-880-2171

- Laura Frione, Philanthropist
  361 Oregon Lane, Boca Raton, FL 33487
  561-239-2700

- Wayne Messam, Mayor - City of Miramar
  Managing Partner & General Contractor - Messam Construction
  600 Red Road, Suite 303, Miramar, FL 33025
  954-899-3973

- Kevin Prophete, Senior Oncology Representative - Amgen
  2202 N Westshore Boulevard, Tampa, FL 33607
  305-528-8258

- Ryan Reiter, Government Affairs Director, Kaufman Lynn
  3185 South Congress Avenue, Delray Beach, FL 33445
  954-687-5266

- Drew Saito, Senior Vice President, Seacoast Bank
  12 Southeast 12th Street, Fort Lauderdale, FL 33316
  954-257-5666

- Michele Stocker Shareholder, Greenberg Traurig
  401 E Las Olas Boulevard, Suite 2000, Fort Lauderdale, FL 33301
  954-326-9382

Program Budget Form

Applicant: Crockett Foundation, Inc.
Program: Learning Together
City of Pompano Beach

REVENUE	Program Income:		
	List each type of actual or anticipated source of funding (including in-kind) for this project	Total Amount	Funds Requested from City of Pompano Beach
	City of Pompano		$ 15,000.00
	City of Pompano-CDBG		$ 30,000.00
	Children's Services Council	$ 150,000.00	
Total Program Income		**$ 150,000.00**	**$ 45,000.00**

EXPENSES	Direct Program Expenses:	Total Amount	Actual / Anticipated Funding
Salary/Wages	Executive Director		
	Program Manager	$ 51,000.00	
	Site Supervisor	$ 5,720.00	
	Data Specialist	$ 45,750.00	
	Certified Teachers	$ 11,440.00	
Fringe Benefits			
	SUTA	$ 333.27	
	Health Benefits	$ 540.00	
	Workers Comp	$ 1,469.44	
Payroll Taxes	FICA	$ 8,714.12	
Professional fees/contract service	Professional fees/Insurance	$ 7,400.00	
Supplies	Office Supplies/Program Supplies/Curriculum	$ 20,000.00	$ 1,250.00
	Program T-shirts	$ 2,500.00	
Other Program cost	Mileage	$ 2,000.00	
	Flex Funds	$ 4,000.00	
	Field Trips	$ 2,400.00	$ 1,750.00
	Transportation	$ 3,150.00	$ 2,500.00
	Food for Field Trips	$ 1,836.00	$ 1,500.00
	Career Exploration/Cultural Activities	$ 13,020.00	$ 4,000.00
	Individual Incentives	$ 3,600.00	$ 2,000.00
	Aero Space	$ 16,000.00	
	Continued Education	$ 1,506.00	
	Parent Engagement/Quarterly Celebrations	$ 2,500.00	$ 2,000.00
	Office Space	$ 16,200.00	
Total Direct Program Expenses		**$ 221,078.83**	**$ 15,000.00**

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 Crockett Foundation Inc. (name of the non-profit organization) for Learning Together (title of the program) for the current fiscal year is: $10,000.

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

1. The first will equal 25% of the total allocation or $2,500.00; be issued in advance. For any funds advanced the RECIPIENT agrees to provide the CITY with an itemization of how funds advanced were spent, along with invoices and proof of payment. Such an accounting must be provided to the CITY in the quarterly financial report as indicated in Exhibit "A" Recipients Requirements, Contractual Responsibilities and Program Description. Failure to comply with this requirement may result in the denial of the future requests for payments.
2. The second will equal 25% of the total allocation or $2,500.00; will be issued upon receipt AND approval of the second quarterly narrative and financial report (including any additional requested documents);
3. The third will equal 25% of the total allocation or $2,500.00; will be issued upon receipt AND approval of the third quarterly narrative and financial report (including any additional requested documents);
4. The fourth payout will be the final 25% of the total allocation or $2,500.00 and will be issued in upon receipt AND approval of the final quarterly narrative and financial report (including any additional requested documents).

EXHIBIT C

INSURANCE REQUIREMENTS: NON PROFIT ORGANIZATION

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

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

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

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

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

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

B. Liability Insurance.

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

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

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

Type of Insurance		**Limits of Liability**
GENERAL LIABILITY:		Minimum $1,000,000 Per Occurrence and $2,000,000 Per Aggregate
* Policy to be written on a claims incurred basis		
XX	comprehensive form	bodily injury and property damage
XX	premises - operations	bodily injury and property damage
__	explosion & collapse hazard	
__	underground hazard	
XX	products/completed operations hazard	bodily injury and property damage combined
XX	contractual insurance	bodily injury and property damage combined
XX	broad form property damage	bodily injury and property damage combined
XX	independent contractors	personal injury
XX	personal injury	
XX	sexual abuse/molestation	Minimum $1,000,000 Per Occurrence and Aggregate
__	liquor legal liability	Minimum $1,000,000 Per Occurrence and Aggregate

---

AUTOMOBILE LIABILITY:		Minimum $10,000/$20,000/$10,000
XX	comprehensive form	
XX	owned	
XX	hired	
XX	non-owned	

REAL & PERSONAL PROPERTY		
__	comprehensive form	Agent must show proof they have this coverage.

EXCESS LIABILITY		Per Occurrence	Aggregate
__	other than umbrella	bodily injury and property damage combined	$1,000,000	$1,000,000

PROFESSIONAL LIABILITY	Per Occurrence	Aggregate

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

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

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

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

(1) Certificates of Insurance evidencing the required coverage;

(2) Names and addresses of companies providing coverage;

(3) Effective and expiration dates of policies; and

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

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

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

CROCK-1

OP ID: JJ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/25/2019

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Brown & Brown of FL , Inc.
3520 Thomasville Rd #500
Tallahassee, FL 32309
Brown & Brown, Inc. - TLH
850-656-3747

CONTACT NAME: Jessica Jo Swindle
PHONE (A/C, No, Ext): 850-656-3747 FAX (A/C, No): 850-656-4065
E-MAIL ADDRESS: JSwindle@BBTally.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : New Hampshire Indemnity Co	23833
INSURER B : New Hampshire Insurance Co.	23841
INSURER C : Bridgefield Casualty Ins Co	10335
INSURER D : Chubb Custom Insurance Co.	
INSURER E :	
INSURER F :	

INSURED Crockett Foundation, Inc
401 SW 1st Ave Ste 102
Ft. Lauderdale, FL 33301

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	Y		02-LX-013607454-0	11/10/2018	11/10/2019	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			02-CA-018527372-1	11/10/2018	11/10/2019	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)	N/A		19644143	08/31/2018	08/31/2019	E.L. EACH ACCIDENT	$ 1,000,000
	If yes describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Misc Professional			02-LX-013607454-0	11/10/2018	11/10/2019	Limit	1,000,000
A	Sex & Phys Abuse			02-LX-013607454-0	11/10/2018	11/10/2019	Limit	1,000,000

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

City of Pompano Beach is included as Additional Insured under the General Liability policy shown above only insofar as permitted by FS 768.28 and otherwise allowed by law. Additional insured status is provided by written contract and with respect to operations by or on behalf of the Named Assured.

APPROVED
By Danielle Thorpe at 8:38 am, Aug 07, 2019

CERTIFICATE HOLDER

POMPA01

City of Pompano Beach
100 W. Atlantic Blvd.
Pompano Beach, FL 33060

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Jessica Jo Swindle

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

CROCK-1

OP ID: LT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/30/2019

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 850-656-3747
Brown & Brown of FL , Inc.
3520 Thomasville Rd #500
Tallahassee, FL 32309
Brown & Brown, Inc. - TLH

CONTACT NAME: Jessica Jo Swindle
PHONE (A/C, No, Ext): 850-656-3747 FAX (A/C, No): 850-656-4065
E-MAIL ADDRESS: JSwindle@bbtally.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Granite State Insurance Co	23809
INSURER B : Bridgefield Casualty Ins Co	10335
INSURER C : Granite State Insurance Co	23809
INSURER D :	
INSURER E :	
INSURER F :	

INSURED Crockett Foundation, Inc
401 SW 1st Ave Ste 102
Ft. Lauderdale, FL 33301

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	Y		02-LX-013607454-0	11/10/2018	11/10/2019	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO			02-CA-018527372-1	11/10/2018	11/10/2019	BODILY INJURY (Per person)	$ 1,000,000
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A		19644143	08/31/2019	08/31/2020	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Professional with			02-LX-013607454-0	11/10/2018	11/10/2019	Per Occ	1,000,000
A	Sex & Phys Abuse			02-LX-013607454-0	11/10/2018	11/10/2019	Aggregate	1,000,000

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

City of Pompano Beach is included as Additional Insured with regard to general liability coverage per attached form as required by written contract or agreement.

APPROVED
By Danielle Thorpe at 8:30 am, Sep 04, 2019

CERTIFICATE HOLDER POMPA01

City of Pompano Beach
100 W. Atlantic Blvd.
Pompano Beach, FL 33060

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Lynda Turner

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD