### 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

**Men2Boys, Inc.,** a Florida Not For Profit Corporation, having its office and place of business at 2030 NW 69th Terrace Margate, FL 33063, 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 M2B Job Readiness, Job

Preparedness Program 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.

### WITNESSETH:

**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 oneyear 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**

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

(SEAL)

ASCELETA HAMMOND, CITY CLERK

By:\_\_\_\_

GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO DEPARTMENT HEAD:

By:\_\_\_\_\_

### "RECIPIENT":

Witnesses:

Men2Boys, Inc.

By:

Richard Dunn Sr., Executive Director

STATE OF FLORIDA COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of x physical presence or  $\Box$  online notarization, this <u>30</u> day of <u>August</u>, 2020 by Richard Dunn Sr. as Executive Director of Men2Boys, 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:

HILLARY ROSADO MENDEZ MY COMMISSION # GG 914177 EXPIRES: September 17, 2023 Bonded Thru Notary Public Underwriters

NOTARY PUBLIC, STATE OF FLORIDA

Hillary Dosado Mendez (Name of Acknowledger Typed, Printed or Stamped)

99914177

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.

# **MISCELLANEOUS APPROPRIATIONS CONTRACT**

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THIS CONTRACT is signed this Oday of Utobe 2019, by the City of Pompano Beach ("City") and <u>Men2Boys, Inc.</u>, a Not For Profit Corporation authorized to do business in the State of Florida ("Recipient").

WHEREAS, the City of Pompano Beach has appropriated for its current Fiscal Year 2019-20 (October 1st through September 30th), the sum of <u>\$5,000</u> to RECIPIENT, to conduct a program entitled or activity as described in Exhibit "A" Recipients Requirements, Contractual Responsibilities and Program Description which is attached hereto and incorporated herein by reference, for the period beginning October 1, 2019 and ending September 30, 2020; and

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

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

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

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

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

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

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

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

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

Contract Administrators. During the term of this Contract, the City's A. Contract Administrator shall be City Manager or Designee and the Recipient's Contract Administrator shall be Richard Dunn Sr. (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:	Richard Dunn Sr. Executive Director P.O. Box 935061 Margate, FL 33063
	Office: (954) 913-6356
	Email: rickdunn@men2boysmentoring.org
If to City:	City Manager or Designee, Contract Administrator Greg Harrison City Manager 100 W Atlantic Blvd.

Office: (954) 786-4601 Email: greg.harrison@copbfl.com 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

Pompano Beach, FL 33060

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.

8.

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

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

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

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

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

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

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

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

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

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

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

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

### 14. Non-Assignability and Subcontracting.

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

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

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

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

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

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

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

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

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

### 20. Public Records.

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

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

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

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

4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Recipient, or keep and maintain public records required by the City to perform the service. If the Recipient transfers all public records to the City upon completion of the contract, the Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Recipient keeps and maintains public records upon completion of the contract, the Recipient shall 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 <u>RecordsCustodian@copbfl.com</u>

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

### 22. Waiver and Modification.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 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 HARDÍN, MAYOR** 

By: GREGORY P ARRISON. CIT MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To From: AKK E. BERMAN, CHY ATTORNEY

STATE OF FLORIDA COUNTY OF BROWARD

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA 1ena

(Name of Acknowledger Typed, Printed or Stamped)

**Commission Number** 

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

Bonded through National Notary Assn.

### **"RECIPIENT"**

Men2Boys, Inc. (Print or type name of company here)

Kard Dunn SR. By:

Print Name:

Title: Execu

Business License No. 90 - 060

Witnesses:

Jarde nang (Print or Type Name)

Marc (Print or Type Name)

STATE OF FLORIDH COUNTY OF BROWAR

The foregoing instrument was acknowledged before me this , 2019, by <u>LICHARC</u> DUND SR. day of tucust as Executive Director of Men 2 Boys (ne а Florida corporation on behalf of the corporation or a Florida Amited 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:



Maria Vo Commission # GG133509 Expires: August 10 2021 Bonded thru Aaron Notary

NOTARY PUBLIC, STATE OF FLORIDA

MARIA VO

(Name of Acknowledger Typed, Printed or Stamped)

UN413350

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 receipients receiving

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

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

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

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

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

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

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

- i. Age
- ii. Race
- iii. Gender
- iv. Zip Codes
- v. Household income (if applicable)
- c. Describe accomplishments of the program to date

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

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

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

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

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

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

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

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

Organization name:	Men2Boys, Inc.
Program funded:	M2B Job Readiness, Job Preparedness Program
Amount funded:	\$5,000

**Program description:** The M2B Job Readiness, Job Preparedness Program will use field trips in a structured program to promote achievement of the program milestones. In addition to vocation specific skills, beneficiaries will be taught other lessons in professionalism and money management to make their experience in the workforce as positive as possible. M2B seems to give each young man a real opportunity through this training to plan a sustainable future for himself, his family, and his community.

City of Pompano Beach 2019-2020 Nonprofit Sponsorship Application May 10, 2019 12:46 am Safari 12.0.3 / OS X 71.196.54.33 503606479 26.845699310303, -80.090202331543

# **About Your Organization**

Which Fiscal Year Is Your Organization Applying For?	2019-2020
Full Name of Nonprofit:	Men2Boys, Inc.
Mission of Nonprofit:	Men2Boys, Inc.'s mission is to encourage, empower, and emotionally equip the young males of Broward county's most struggling communities to develop the tools they need to be able to dream of their futures, recognize their passions, discover their purpose, and make responsible choices that open pathways to personal success. Men2Boys, Inc. meets the boys where they are at without the judgment they have come to expect from society at large.
	Men2Boys, Inc. accomplishes this mission primarily through teen coaching and male mentoring programs so that these male youth can recognize and meet their responsibilities to make choices and decisions that will lead to successful futures.

The Men2Boys, Inc. Group Mentoring Program (hereafter referred to as M2B) was established in April 2010 as a nonprofit community-based organization and now operates as a 501(c)(3) with several distinct mentoring programs, promoted through a variety of community events. We have had the opportunity to mentor over 500 male youth through these initiatives. Our events have included conferences on career choices and STEM opportunities, workshops on SAT test prep, computer programing, and money management, and community building events like chess tournaments, football and basketball challenges, and video game competitions.

M2B currently has a partnership with the Florida Department of Juvenile Justice in Broward County. Through this relationship, we are conducting group mentoring sessions for young males who have received court orders to complete a mentoring program. The juvenile court judges have applauded our work because a large percentage of the young males who were initially court ordered to attend our program in order to complete their required community service hours are returning on their own to continue learning and benefiting from the information, advice, and guidance provided in the M2B group sessions. In 2015, we calculated a recidivism rate of just under 12% for the population we served, a remarkable accomplishment for these young men. We conduct our straight forward down-to-earth "Big Boy" conversations directly with young males whose choices and decision-making skills need to be straightened out before they reach adulthood and cause damage to their futures and to our communities.

M2B has also developed a strong relationship with the Ft. Lauderdale Independence Training & Education Center (a.k.a. FLITE Center), which provides resources to the local youth aging out of foster care. Through our original youth mentoring program, M2B has developed a natural interest in supporting young males trough their transition to manhood. Therefore, together with the Flite Center, we created of our "Manhood 101" Program, which we designed to provide important assistance and discussions on the following topics: Maturity, Accountability, Responsibility and Discipline (MARD); Character, Leadership, and Success; the Importance of Education; Future Focus - Career Awareness; and Job Readiness, Job Preparedness.

M2B also has been a registered mentoring program with the Broward County Public School System (BCPS) for the past two years. We are conducting an after-school program at Lyons Creek Middle School. In 2015, M2B was nominated for a BCPS Community Involvement Award for this program. This program contributes to the many efforts that are addressing the "School to Prison Pipeline." We conduct straight forward, down-to-earth conversations directly with the young male beneficiaries in these schools about the issues that cause bad choices and decisions.

Finally, M2B is also facilitating community-based mentoring groups for young males whose parents have come to us seeking additional resources for their sons. These groups are a place for boys ages 11-18 to get positive information and directional guidance from the junior and senior elders of our organization. These community group events take place at different locations across Broward County.

Nonprofit Website:	www.Men2Boysmentoring.org
Which Funding Priority Does Your Nonprofit Qualify For:	Workforce Readiness
Type of Organization - select the one that best applies:	Human Services
Executive Summary of How Nonprofit will use City of Pompano Beach Funding:	M2B will use the City of Pompano Beach Funding to support a program on workplace readiness.
i unung.	Job Readiness, Job Preparedness Program: Funding will be used to provide field trips to learn about different career fields and on the job training which includes but not limited to resume building, dressing for success, job searching and employment linkage.
How Does Your Nonprofit/Program Fit the Guidelines and Funding Interests?	This M2B initiative supports workforce readiness, education, and community involvement by providing our young men with the knowledge to either further their educations or to enter the job market as skilled and informed individuals. The STEM and SAT test prep programs will provide high quality, content-based training to help the male youth be motivated and successful in applying to higher education programs.
Statement of Need:	M2B works with young males who are come from the Department of Juvenile Justice system in order to stop them from entering the system as adults. Every year, there is a large population of young males who enter the DJJ system and then continue to re-enter the system as adults. If we do not stop this recidivism, that population will continue to increase. M2B aims to lower the re-entry rate of the population from the DJJ.
	M2B anticipates needing the following budgets for its proposed initiative: • Job Readiness, Job Preparedness Program: o Field Trips o Materials for on the job training
Include a Description of the Geographic Area You Serve:	M2B currently provides services across Broward County through its multitude of events and through its mentoring programs with the Florida Department of Juvenile Justice, the Broward County Public School system and the FLITE Center.
Does Your Organization Receive Matching Funds?	Yes
If Yes, please explain the matching gift partnership you have.	CSC 250K BSO 10K M2B would use our funding from Children's Services Council of Broward (\$250K) and Broward Sheriff's Office (\$10K) as a match.

## **About Your Board of Directors**

Board Disabled	0	
Board Minorities	4	
Board Seniors	0	
Total Board Members	4	

# 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	M2B Job Readiness, Job Preparedness Program
Type of Program/Event	Nonprofit Program/Seminar/Workshop
Describe the program/event succinctly:	The M2B Job Readiness, Job Preparedness Program will use field trips in a structured program to promote achievement of the program milestones.
	In addition to vocation specific skills, beneficiaries will be taught other lessons in professionalism and money management to make their experience in the workforce as positive as possible. M2B seems to give each young man a real opportunity through this training to plan a sustainable future for himself, his family, and his community.

Elaborate on your program/event objectives. How do you plan on using the funding to solve the problem?	The M2B Job Readiness, Job Preparedness Program objectives are to provide concrete skills and adaptation strategies for a successful transition into the workplace. Often, young men enter with workforce without clear objectives or expectations. They do not know how to manage their time and money effectively and lose motivation regarding their professional and private lives. Our efforts to promote job preparedness have already proven to be an effective and key component of our transition to manhood mentoring. Funding of M2B's new and improved Job Readiness, Job Preparedness program will be used to: • Promote the program via flyers and brochures; • Train youth in select set of vocations; • Compensate instructors; • Obtain and print supplement material for each participant; • Offer awards, certificates, and commendations to successful program participants.
What are the outcomes of your program/event?	<ul> <li>The M2B Job Readiness, Job Preparedness Program intended outcomes are to make sure each program participant is:</li> <li>Routinely participating (keeping occupied and learning);</li> <li>Developing proficiency in the vocation he is being exposed to;</li> <li>Establishing individual and realistic career goals.</li> </ul> M2B aims to train 25 young men through this program
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:	25
Pompano Beach Residents Your Organization will Serve if the	25 M2B works with young men between the ages of 11 and 18, the majority of whom are minorities. Our leadership and mentors are a diverse group of males that reflect the diversity of our program beneficiaries.
Pompano Beach Residents Your Organization will Serve if the Program/Event is Funded: 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	M2B works with young men between the ages of 11 and 18, the majority of whom are minorities. Our leadership and mentors are a diverse group of
Pompano Beach Residents Your Organization will Serve if the Program/Event is Funded: 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.	M2B works with young men between the ages of 11 and 18, the majority of whom are minorities. Our leadership and mentors are a diverse group of males that reflect the diversity of our program beneficiaries.
Pompano Beach Residents Your Organization will Serve if the Program/Event is Funded: 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. Start Date of Program/Event:	M2B works with young men between the ages of 11 and 18, the majority of whom are minorities. Our leadership and mentors are a diverse group of males that reflect the diversity of our program beneficiaries. Jul 01, 2019

End Time of Program/Event:	08:00 PM
Name of Program/Event Venue:	FLITE Center
Address of Program/Event Venue Location:	1100 W. McNab Road Fort Lauderdale, FL 33309
Attire of Program/Event (select the one that best applies):	Casual
List any Benefits or Amenities the City of Pompano Beach Receives:	M2B will recognize the City of Pompano for this grant by newsletter, socia media and community updates via email.
Amount Requested:	15000
Are you applying for a second Program/Event?	Yes
Program/Event Information #2	
Will your organization be hosting an event on City property?	Yes
Which are you applying for? (Program/Event)	Event
Program/Event Name	Your UP (Your Unlimited Potential)

### Describe the program/event succinctly:

M2B works with young men between the ages of 11 and 18, the majority of whom are minorities. M2B works with young males who come from the Department of Juvenile Justice system in order to stop them from entering the system as adults. Every year, there is a large population of young males who enter the DJJ system and then continue to re-enter the system as adults. If we do not stop this recidivism, that population will continue to increase. M2B aims to lower the re-entry rate of the population from the DJJ. Our leadership and mentors are a diverse group of males that reflect the diversity of our program beneficiaries.

M2B's initiatives support workforce readiness, education, and community involvement by providing our young men with the knowledge to either further their education or to enter the job market as skilled and informed individuals. Our program provides high quality, content-based training to help the male youth be motivated and successful in applying to higher education programs. We often do that by reaching these young men in their neighborhood with activities that engage their interest so that information can be delivered in both unconventional and conventional ways.

For this sponsorship request, M2B would like to partner with City of Pompano & Broward College by promoting the Broward UP movement through a community sports event at McNair Park called "Your UP (Your Unlimited Potential)." McNair Park sits in the heart of the City of Pompano (zip code 33069) and reaches a demographic that is underserved and hard to reach through traditional outreach methods. Because M2B already has relationships with the park and the young males in that community, M2B can help bring important educational information from BC to the males and others in that community. M2B proposes to organize a basketball tournament in which BC staff can participate in playing on teams with the youth. The tournament will run the course of the day and as some males wait to play, they will be ushered into the meeting rooms to hear presentations about the programs BC has to offer. Most of this population believes college is unachievable for them. With a M2B/BC partnership, we can jointly deliver the message that they can reach for the stars at the #1 college in their community. Families will be invited to attend and participate so that apprehensive caregivers can receive information and be reassured by BC and M2B staff as well. Players will receive t-shirts with BC logos on them and other giveaways can be provided to help promote BC. Food and refreshments will also be provided throughout. Volunteers from City of Pompano/Broward College can help run the tournament, participate in the tournament, run seminars, hand out food and refreshments and directly engage with youth and community members by answering questions, etc.

M2B has successfully carried out similar community events in the past. Our programs and mentoring services have proven to be successful in motivating young boys to focus on and stay in school or engage in productive job training or other opportunities rather than participate in unproductive or unlawful activities. With your support, we can bridge the trust and familiarity gap that exists amongst this population.

Elaborate on your program/event objectives. How do you plan on using the funding to solve the problem?	Event objectives is to sign up youth from the City of Pompano to explore their options at Broward College.
What are the outcomes of your program/event?	Outcomes of this event is to promote City of Pompano residents to engage in our services and promote the opportunity to attend Broward College.
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:	20
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.	M2B works with young men between the ages of 11 and 18, the majority of whom are minorities. Our leadership and mentors are a diverse group of males that reflect the diversity of our program beneficiaries.
Start Date of Program/Event:	Jul 27, 2019
End Date of Program/Event:	Jul 27, 2019
	00121,2010
Does your program/event have a start time/end time?	Yes
Does your program/event have a start	
Does your program/event have a start time/end time?	Yes
Does your program/event have a start time/end time? Start Time of Program/Event:	Yes 09:00 AM
Does your program/event have a start time/end time? Start Time of Program/Event: End Time of Program/Event:	Yes 09:00 AM 04:00 PM
Does your program/event have a start time/end time? Start Time of Program/Event: End Time of Program/Event Name of Program/Event Venue: Address of Program/Event Venue	Yes 09:00 AM 04:00 PM McNair Park 951 NW 27th Ave.
Does your program/event have a start time/end time? Start Time of Program/Event: End Time of Program/Event Name of Program/Event Venue: Address of Program/Event Venue Location: Attire of Program/Event (select the one	Yes 09:00 AM 04:00 PM McNair Park 951 NW 27th Ave. Pompano Beach, FL 33069
Does your program/event have a start time/end time? Start Time of Program/Event: End Time of Program/Event Name of Program/Event Venue: Address of Program/Event Venue Location: Attire of Program/Event (select the one that best applies) List any Benefits or Amenities the city	Yes 09:00 AM 04:00 PM McNair Park 951 NW 27th Ave. Pompano Beach, FL 33069 Active Wear

Are there any additional activitiesNoassociated with the primarysponsorship event (Examples includeVIP event, Kickoff event, AwardsCeremony, Thank You/RecognitionParty, etc...)No

### **Additional Information**

What are your organization's credentials? Tell us why your organization does it better than anyone else.	Men2Boys, Inc. credits its success thus far to its compassionate approach and to is meaningful community partnerships. Because M2B "meets the boys where they are at" without the judgment they have come to expect from society at large, we are able to create trusting, nonconfrontational relationships with young men in need of mentoring and guidance. Through our curated system of role model mentoring and training, we provide our beneficiaries with knowledge and resources. Our partnerships with the Florida Department Juvenile Justice, the Broward County Public Schools, and the FLITE Center allow us to reach those most in need, and to provide them resources where and when they need them most. We are convinced our programs will lead to bigger, better, and brighter futures for the young men of Broward County.

Any other information you wish to N/A share?

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

### **Requested Budget Information**

What is the total value your nonprofit is applying for?	18500
If you are not awarded the full funding requested for your event/program, will you be able to complete your project?	No
Are you including the following:	Itemized Budget - Please provide a budget for the program/event you are applying for vs. the agency's annual budget = Yes W9 = Yes IRS Letter = Yes List of Board of Directors = Yes Articles of Incorporation = Yes

Upload your documents: All items are mandatory.

Itemized Budget - Please provide a are applying for. Annual agency budgets will not be accepted.

https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077528 budget ONLY for the program/event you /503606479/72077528\_men2boys\_cop\_budgt.xlsx

W9	https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077535 /503606479/72077535_m2b_w9.pdf
IRS Letter	https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077552 /503606479/72077552_m2b_501c3.pdf
List of Board of Directors	https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077556 /503606479/72077556_m2b_board_of_directors_2018.pdf
Articles of Incorporation	https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077558 /503606479/72077558_m2b_articles_of_incorporation_2010.pdf

### **Charity/Organization Contact**

Name	Richard Dunn Sr.	
Title	Executive Director	
Email	rickdunn@men2boysmentoring.org	
Phone Number	(954) 913-6356	
Address	P.O. Box 935061 Margate, FL 33063	

DEPARTMENT OF THE TREASURY

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

## Date: SEP 1 8 2014

MEN2BOYS INC C/O RICHARD K DUNN SR 2030 NW 69TH TERRACE MARGATE, FL 33063

Employer Identification Number: 90-0606537
DLN:
17053281307003
Contact Person:
CUSTOMER SERVICE ID# 31954
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.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c) (3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Tamera Rippenda

Director, Exempt Organizations

Letter 947

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

### Request for Taxpayer Identification Number and Certification

Penue Service Go to www.irs.gov/FormW9 for instructions and the latest information.

a. Is on page 3.	Men2Boys 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 t following seven boxes.	certain entities, not individuals; see Instructions on page 3):	
	Individual/sole proprietor or C Corporation S Corporation Partnership Trust/estat single-member LLC	Exempt payee code (if any)	
\$ f	Limited Hability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership)	_	
Print or type. See Specific Instructions	Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not che LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any)	
	Other (see instructions)	(Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions. Requester's na	me and address (optional)	
	2030 NW 69th Terrace		
	6 City, state, and ZIP code		
	Margate, FL 33063		
	7 List account number(s) here (optional)		
Par	t I Taxpayer Identification Number (TIN)		
	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid p withholding. For individuals, this is generally your social security number (SSN). However, for a	I security number	
eside	nt alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other s, it is your employer identification number (EIN), if you do not have a number, see <i>How to get a</i>		

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.

#### 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.

	Here	Signature of U.S. person	lefk. hund.	Date Duly	31,201	9
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#### **General Instructions**

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

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

#### **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)

Employer identification number

6

0 6

0

5

7

3

 Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)

9

0

- 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.

Cat. No. 10231X

Form W-9 (Rev. 10-2018)

## Electronic Articles of Incorporation For



MEN2BOYS, INC.

The undersigned incorporator, for the purpose of forming a Florida not-forprofit corporation, hereby adopts the following Articles of Incorporation:

## **Article I**

The name of the corporation is: MEN2BOYS, INC.

## **Article II**

The principal place of business address: 2030 NW 69TH TERRACE MARGATE, FL. 33063

The mailing address of the corporation is:

2030 NW 69TH TERRACE MARGATE, FL. 33063

## **Article III**

The specific purpose for which this corporation is organized is:

THIS ORGANIZATION WILL BE MADE UP OF VOLUNTEERS COMING TOGETHER TO PROVIDE MENTORING (DIRECTION AND CORRECTION)TO YOUNG MALES BETWEEN THE AGES OF 7 - 18. THE TARGET GROUP ARE YOUNG MALES BEING RAISED IN HOUSEHOLDS WITHOUT FATHERS.

## Article IV

The manner in which directors are elected or appointed is: AS PROVIDED FOR IN THE BYLAWS.

## Article V

The name and Florida street address of the registered agent is:

RICHARD K DUNN SR. 2030 NW 69TH TERRACE MARGATE, FL. 33063 I certify that I am familiar with and accept the responsibilities of registered agent.

N10000003958 FILED April 21, 2010 Sec. Of State rdunlap

Registered Agent Signature: RICHARD K. DUNN, SR.

## Article VI

The name and address of the incorporator is:

RICHARD K. DUNN, SR. 2030 NW 69TH TERRACE

MARGATE, FL 33063

Incorporator Signature: RICHARD K.DUNN, SR.

## **Article VII**

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P RICHARD K DUNN SR. 2030 NW 69TH TERRACE MARGATE, FL. 33063 US

Title: VP GARY L WILDER 6943 NW 27TH CT MARGATE, FL. 33063

Title: SEC RON WHITE 3380 NW 30TH STREET (APT. 20) LAUDERDALE LAKES, FL. 33311



## **Board of Directors**

#### **Chairman of Board**

Richard K. Dunn, Sr. President

**Board Member** 

Gary Wilder Vice-President <u>Board Member</u> Rosemary Alexander-Dunn Treasurer **Board Member** 

Donald Williams Secretary

Board Member Vacant Board Member Vacant

**Executive Director** 

Richard K. Dunn, Sr.

**Committees** 

**Finance** 

Fundraising

Marketing

Program Development

Recruitment

**Rosemary Dunn** 

Vacant

Vacant

Gary Wilder

**D. Williams** 



# **Board of Directors:**

Your Board members need to be a source of information, energy, wisdom, action and dedication. Invited to serve, must share your sense of mission and purpose. They must possess business and/or organizational competency. There should be long range strategic thinkers and actual doers on your board together.

They should be willing to give their time AND money to see the organization's mission accomplished. They must be people of integrity.

# Committee Descriptions:

**Finance** – The board treasurer usually leads the finance committee which is charged with overseeing the budget, financial controls, investments and grants. In larger organizations, there might be an additional audit committee that works with outside auditors to maintain the organization's accounting and financial reporting controls.

**Fundraising** — It is the job of the fundraising committee to create a <u>fundraising plan</u> that will guide the organization in seeking out and securing funding from an array of outside sources. The committee must identify and communicate with potential donors to support the work of the organization.



<u>Marketing</u> – The marketing committee develops and implements a <u>marketing plan</u> that identifies our target audience and how to reach our target audience with information about our organization through various media outlets (i.e. flyers, brochures, posters, postcards, social media, etc.)

<u>Program Development</u> – Program development committee members are responsible for the development or updating of the organization's <u>program plans</u> (i.e. workshops, seminar, conferences and activities)

<u>Membership</u> - The membership committee creates and implements recruitment and retention programs to increase and maintain membership (i.e. boys and young males).

### MEN2BOYS COP BUDGET

Project 1	
Printed Materials	\$1,000
Supplies for workforce readiness	\$3,000
Field Trips	\$5,000
Mentors	\$6,000
TOTAL	\$15,000
Project 2	
T Shirts for youth	\$500

T Shirts for youth	\$500
Printed Materials	\$500
Food & Refreshments	\$1,000
Youth Incentives	\$500
Supplies for basketball tournament	\$1,000

TOTAL	\$3,500

### Exhibit "B" Payment Schedule

#### A. AWARD DISBURSEMENTS

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

#### **B. PAYMENT SCHEDULE**

The total amount awarded for the <u>Men2Boys, Inc.</u> (name of the non-profit organization) for <u>M2B</u> <u>Job Readiness, Job Preparedness Program</u> (title of the program) for the current fiscal year is: <u>\$5,000</u>.

There will be a lump sum payment issued in advance equal to <u>\$5,000</u>. For any funds advanced the RECIPIENT agrees to provide the CITY with an itemization report of how funds advanced were spent, along with invoices and proof of payment. Such an accounting must be provided to the CITY in the quarterly financial report as indicated in Exhibit "A" Recipients Requirements, Contractual Responsibilities and Program Description. Failure to comply with this requirement shall result in the denial of the future requests for payments.

#### EXHIBIT C

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

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

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

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

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

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

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

B. Liability Insurance.

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

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

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

### **Type of Insurance**

#### Limits of Liability

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

\* Policy to be written on a claims incurred basis

XX	comprehensive form	bodily injury and property da	amage		
XX	premises - operations	bodily injury and property da	-		
	explosion & collapse		5		
	hazard				
	underground hazard				
$\overline{\mathbf{X}}\mathbf{X}$	products/completed	bodily injury and property da	amage combined		
	operations hazard		5		
XX		bodily injury and property da	amage combined		
XX	broad form property damage				
XX	independent contractors	personal injury			
XX	personal injury	1 5 5			
XX	sexual abuse/molestation	Minimum \$1,000,000 Per O	ccurrence and Aggregate		
	liquor legal liability	Minimum \$1,000,000 Per O	ccurrence and Aggregate		
ATIT	OMOBILE LIABILITY:	Minimum \$10,000/\$20,000/	\$10,000		
AUI	OMODILE EIADILITT:	Willing 10,000/ \$20,000/	\$10,000		
xx	comprehensive form				
	owned				
	hired				
	non-owned				
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REA	L & PERSONAL PROPERTY				
REA		Agent must show proof they	have this coverage.		
	L & PERSONAL PROPERTY comprehensive form	Agent must show proof they			
	L & PERSONAL PROPERTY	Agent must show proof they	have this coverage.		
	L & PERSONAL PROPERTY comprehensive form	Agent must show proof they Per Occ	currence Aggregate		
	CESS LIABILITY	Agent must show proof they Per Occ bodily injury and \$1,000,	currence Aggregate		
	CESS LIABILITY	Agent must show proof they Per Occ	currence Aggregate		

(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.



**MEN2INC-01** 

LJONES

DATE (MM/DD/YYYY) 8/9/2019

CERTIFICATE OF LIABILITY INSURANCE	E
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C B	ERT	CERTIFICATE IS ISSUED AS A TIFICATE DOES NOT AFFIRMAT OW. THIS CERTIFICATE OF IN RESENTATIVE OR PRODUCER, A	IVELY	OR NEGATIVELY AMEND	, EXTEND OR AL	TER THE C	OVERAGE AFFO	RDED BY TI	HE POLICIES
H	SU	RTANT: If the certificate holde BROGATION IS WAIVED, subje	ct to th	he terms and conditions of	the policy, certain	policies may			
this certificate does not confer rights to the certificate holder in lieu of PRODUCER License # L094577 Seeman Holtz Property & Casualty, LLC 521 East SR 424 Longwood, FL 32750				f such endorsement(s). CONTACT NAME: PHONE (AC, No, Ext): (407) 682-6800 (AC, No, Ext): (561) 451-4532					
					E-MAIL ADDRESS: CSr@se	emanholtzp		(ACC, NO): (001)	101 1002
					INSURER(S) AFFORDING COVERAGE				NAIC #
							ofits For Insura		10023
INSURED					INSURER B : New Yo	16608			
		Men2boys, Inc. 2030 NW 69th Ter			INSURER C :				
		Margate, FL 33063			INSURER D :				
					INSURER F :				
co	VEF	RAGES CEF	TIFICA	TE NUMBER:	REVISION NUMBER:				
II C	ERT	IS TO CERTIFY THAT THE POLICI ATED. NOTWITHSTANDING ANY F IFICATE MAY BE ISSUED OR MAY USIONS AND CONDITIONS OF SUCH	PERTA	EMENT, TERM OR CONDITIO	N OF ANY CONTR	ACT OR OTHE	R DOCUMENT WITH BED HEREIN IS SU	H RESPECT TO	WHICH THIS
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							PERSONAL & ADV IN	JURY \$	1,000,000 2,000,000
							GENERAL AGGREGA		2,000,000
							PRODUCTS - COMP/	OP AGG \$	2,000,000
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		HIRED AUTOS ONLY		AN			PROPERTY DAMAGE (Per accident)	\$ \$	
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CE	PTI	FICATE HOLDER			CANCELLATION			in, ruy i	, 2010
	<u>AU</u>	City of Pompano Beach 100 W Atlantic Blvd. Pompano Beach, FL 33060			SHOULD ANY OF THE EXPIRATIO	THE ABOVE D	DESCRIBED POLICI HEREOF, NOTICE CY PROVISIONS.		

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Jearre Rean fores

#### Sirect FLORIDA AUTOMOBILE INSURANCE IDENTIFICATION CARD

Insurer: Direct General Insurance Company

Policy NO : FLPA-490035228 - FLOIR #: 02876

Policy Term: 1/28/2019 To: 1/28/2020

PIP / Property Damage Liability

Insured:

Richard Kevin Dunn

.

Vehicle: 2012 / HYUN SONATA GLS VIN: 5NPEB4AC1CH342032

AGENT: Right Choice Insurance Agenc 15151 Florida Blvd Baton Rouge, LA 70819 877-463-4732

NOT VALID FOR MORE THAN 1 YEAR FROM POLICY TERM DATE MISREPRESENTATION OF INSURANCE IS A FIRST DEGREE MISDEMEANOR

Coverages meet this State's Financial Responsibility Requirements

FICT FLORIDA AUTOMOBILE INSURANCE IDENTIFICATION CARD

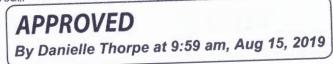
Insurer: Direct General Insurance Company

Policy NO .: FLPA-490035228 - FLOIR #: 02876

Policy Term: 1/28/2019 To: 1/28/2020

PIP / Property Damage Liability

Insured: Richard Kevin Dunn



Vehicle: 2012 / HYUN SONATA GLS VIN: 5NPEB4AC1CH342032

AGENT: Right Choice Insurance Agenc 15151 Florida Blvd Baton Rouge, LA 70819 877-463-4732

NOT VALID FOR MORE THAN 1 YEAR FROM POLICY TERM DATE MISREPRESENTATION OF INSURANCE IS A FIRST DEGREE MISDEMEANOR Keep one co the insured w and one on y all times

If more car are needed, your agen