

APPROPRIATIONS CONTRACT

THIS CONTRACT is signed on _____, by the City of Pompano Beach (“City”) and WOODHOUSE INC., a Not For Profit Corporation authorized to do business in the State of Florida (“Recipient”).

WHEREAS, the City of Pompano Beach has appropriated for its current Fiscal Year 2021-22 (October 1st through September 30th), the sum of \$5,000 to Recipient, to conduct a program entitled or activity as described in Exhibit “A” Recipients Requirements, Contractual Responsibilities and Program Description” (collectively the “Work”) attached hereto and incorporated herein by reference, for the period beginning October 1, 2021 and ending September 30, 2022; and

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

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

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

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

2. *Term of Contract.* This Contract shall be for the period beginning October 1, 2021 and ending September 30, 2022.

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

4. *City’s Maximum Obligation.* City agrees to pay Recipient the aforementioned sum to provide the Work. Both parties agree that unless otherwise directed by City in writing, Recipient shall continue to provide the Work during the term of this Contract.

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

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

7. *Contract Administrators, Notices and Demands.*

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

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

If to Recipient: Timothy Russo
Director of Finance
1001 NE 3RD AVE
POMPANO BEACH, FL 33060
Office: (954) 786-0344
Email: dirfinance@woodhouseinc.org

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

8. *Ownership of Documents and Information.* All information, data, reports, plans, procedures or other proprietary rights in all items, developed, prepared, assembled or compiled by Recipient as required for the Work hereunder, whether complete or unfinished, shall be owned by 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 use and/or distribution as City deems appropriate provided City has compensated Recipient in accordance with the terms set forth herein. City's re-use of Recipient's Work product shall be at its sole discretion and risk if done without Recipient's written permission. Upon completion of all Work contemplated hereunder or termination of this Contract, Recipient shall promptly provide City's Contract Administrator copies of all of the above Work documents upon written request. 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 paragraph shall survive termination or expiration of this Contract.

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

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

If there is any material breach or default in Recipient's performance of any covenant or obligation hereunder which has not been remedied within ten (10) business days after

City's written Notice of Termination, City, in its sole discretion, may terminate this Contract immediately and Recipient shall not be entitled to receive further payment from the effective date of the Notice of Termination.

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

10. *Force Majeure.* Neither party shall be obligated to perform any duty, requirement or obligation hereunder if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of 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.

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

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

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

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

13. *Sovereign Immunity.* Nothing in this Contract shall be construed to affect in any way the rights, privileges and immunities of the City and its agents as set forth in §768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

14. *Non-Assignability and Subcontracting.*

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

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

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

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

Recipient further agrees to include in all subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of its duly authorized representatives shall,

until **three (3) years after City's final payment to Recipient**, have access to and the right to examine any books, documents, papers and records of such subcontractor attendant to any subcontracted Work provided hereunder.

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

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

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

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

20. *Public Records.*

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

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

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

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

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

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

PUBLIC RECORDS CUSTODIAN

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

CITY CLERK

100 W. Atlantic Blvd., Suite 253

Pompano Beach, Florida 33060

(954) 786-4611

RecordsCustodian@copbfl.com

21. *Governing Law.* 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.

22. *Waiver and Modification.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

“CITY”:

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

CITY OF POMPANO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND
CITY CLERK

(SEAL)

Approved As To From:

MARK E. BERMAN
CITY ATTORNEY

"RECIPIENT"

WOODHOUSE INC.

(Print or type name of company here)

Witnesses:

L J Russo

Timothy L Russo

(Print or Type Name)

Cynthia Alerte

Cynthia Alerte

(Print or Type Name)

By: Judy Sullivan

Print Name: JUDY SULLIVAN

Title: PRESIDENT

Business License No. 21-000 43450

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 31st day of August, 2021, by JUDY SULLIVAN as PRESIDENT of WOODHOUSE INC., a Florida non for profit corporation. She is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



Randall Bishop
Commission # GG318003
Expires: March 31, 2023
Bonded Thru Aaron Notary

Randall Bishop
NOTARY PUBLIC, STATE OF FLORIDA

Randall Bishop
(Name of Acknowledger Typed, Printed or Stamped)

GG 318003
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 occur after the program or activity described in Exhibit "A" Recipients Requirements, Contractual Responsibilities and Program Description has concluded.

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

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

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

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

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

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

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

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

- 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 returned to 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: WOODHOUSE INC.

Program Funded: "Pompano Beach is ABLE Healthcare Independence Workshop"

Amount Funded: \$5,000

Program Description: Our Workshops will host informational sessions (booths) related to keeping seniors and persons with disabilities and their caregivers independent as long as possible and encourage them to remain in their homes. This will be accomplished by connecting them to local services and business to help them with that goal. Local Businesses (home health agencies, home nursing organizations and home therapists), local government and help organizations will be able to set up informational booths with will both distribute and educate by dispersing information both through conversation and material. This will have the ability to guide them through any process they need to carry out that goal of independence.

Form Name:	City of Pompano Beach Nonprofit Sponsorship Application
Submission Time:	April 1, 2021 12:38 pm
Browser:	Chrome 89.0.4389.90 / Windows
IP Address:	71.57.176.49
Unique ID:	786786152
Location:	26.278499603271, -80.116798400879

About Your Organization

Which Fiscal Year Is Your Organization Applying For?	2021-2022
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Full Name of Nonprofit:	Woodhouse Inc. & The Truman Worden Training Center
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Mission of Nonprofit:	Our mission is to impact and enrich the lives of individuals with intellectual and developmental disabilities by promoting independence, encouraging self actualization and creating a healthy environment.
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Brief Overview of Nonprofit:	Woodhouse has been serving the people of Pompano Beach since 1983. In order to give people an alternative to institutional living, Woodhouse provides a full-time home for 24 residents with Intellectual Disabilities. We have 24 residents self-care skills, social skills, and community integration. While our participants come from many diverse backgrounds, 72% are Senior Citizens
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Nonprofit Website:	https://woodhouseinc.org
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Which Funding Priority Does Your Nonprofit Qualify For:	Senior Assistance
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Type of Organization - select the one that best applies:	Health
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Executive Summary of How Nonprofit will use City of Pompano Beach Funding:	The event funding will be used to expand the knowledge and support for all Pompano Beach residents with disabilities along with the Seniors who reside here and their caregivers. We will provide workshops for those with disabilities and their caregivers; connect participants with local businesses who provide services for seniors and citizens with disabilities; and foster cooperation rather than competition between those businesses. This will be for the common good for all the residents of Pompano Beach and open doors between multiple organizations.
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How Does Your Nonprofit/Program Fit the Guidelines and Funding Interests?	While all our residents here at Woodhouse, have intellectual, physical and sensory disabilities, 72% of them are senior citizens who will or would benefit from educational opportunities to maintain their independence. These services for Seniors and persons with disabilities at Woodhouse can be expanded to assist the entire population in that category in The City of Pompano Beach, Broward County and the State of Florida.
--	---

Statement of Need: While government aid is being cut as we speak from those with disabilities in the State of Florida, they find themselves more and more reliant on the kindness and generosity of the community to service and survive each day. This will give our local government the opportunity to demonstrate its support for its citizens with special needs along with the senior population.

Include a Description of the Geographic Area You Serve: Woodhouse serves the residents of the city of Pompano Beach

About Your Board of Directors

Board Disabled	0
-----------------------	---

Board Minorities	2
-------------------------	---

Board Seniors	3
----------------------	---

Total Board Members	8
----------------------------	---

Program/Event Information #1

Will your organization be hosting an event on City property?	Yes
---	-----

Which are you applying for? (Program/Event)	Event
--	-------

Program/Event Name	"Pompano Beach is ABLE Healthcare Independence Workshop"
---------------------------	--

Type of Program/Event	Nonprofit Program/Seminar/Workshop
------------------------------	------------------------------------

Describe the program/event succinctly:	Our Workshops will host informational sessions (booths) related to keeping seniors and persons with disabilities and their caregivers independent as long as possible and encourage them to remain in their homes. This will be accomplished by connecting them to local services and business to help them with that goal. Local Businesses (home health agencies, home nursing organizations and home therapists), local government and help organizations will be able to set up informational booths with will both distribute and educate by dispersing information both though conversation and material. This will have the ability to guide them through any process they need to carry out that goal of independence.
---	--

Elaborate on your program/event objectives. How do you plan on using the funding to solve the problem?	Our two major objectives are education and cooperation. This event will provide seniors and those with disabilities the information they need to maintain their independence. The event will also facilitate local government and local business working together, rather than competing for limited resources.
---	---

What are the outcomes of your program/event?	The ultimate outcomes is that more citizens of Pompano Beach will be able to survive, rather than just exist, more independently and for a longer period of time. This will also place the most needy citizens in contact with the people, places, and organizations that can assist with their specific needs.
Estimated # of Attendees at the Program/Event (select the one that best applies)	51-150
Please Specify the Number of City of Pompano Beach Residents Your Organization will Serve if the Program/Event is Funded:	2000
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.	This event could assist every person in Pompano Beach of the age of 55 and every person with a disability.
Start Date of Program/Event:	Jul 08, 2022
End Date of Program/Event:	Jul 08, 2022
Does your program/event have a start time/end time?	Yes
Start Time of Program/Event:	09:00 AM
End Time of Program/Event:	04:00 PM
Name of Program/Event Venue:	Pompano Beach is ABLE Healthcare Independence Workshop
Address of Program/Event Venue Location:	E. Pat Larkins Community Center 520 NW 3rd Street POMPANO BEACH, FL 33060
Attire of Program/Event (select the one that best applies):	Casual
List any Benefits or Amenities the City of Pompano Beach Receives:	The various departments of the City of Pompano Beach will have a direct line of communication with our seniors and people with disabilities and the business that serve them when they attend the workshop. Elected officials along with city services will also have the opportunity, through the workshop, to learn more about the special needs of the seniors and persons with disabilities and their unique needs of those citizens.
Amount Requested:	5500

Are you applying for a second Program/Event?	No
--	----

Additional Activities

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

Additional Information

What are your organization's credentials? Tell us why your organization does it better than anyone else.	For nearly 40 years Woodhouse has been providing a service to Pompano Beach that most have been unable to fill. We help those who were born with the most severe disabilities imaginable and help them live life to their fullest potential. Because of our experience, and our Truman Worden Training Center, we are able to teach those valuable skills to the rest of the community so that we all can succeed together.
--	---

Any other information you wish to share?	N/A
--	-----

City of Pompano Beach Funding History

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

If yes, when was the most recent year?	2021
--	------

What was the name of program/event funded?	Pompano Beach is ABLE
--	-----------------------

How much was the funding for this program/event?	5500
--	------

Requested Budget Information

What is the total value your nonprofit is applying for?	5500
---	------

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
Most Recent 990 Form = Yes

Upload your documents: All items are mandatory.

Itemized Budget - Please provide a budget ONLY for the program/event you are applying for. Annual agency budgets will not be accepted.	https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077528/786786152/72077528_woodhouse_itemized_budget.pdf
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W9	https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077535/786786152/72077535_woodhouse_w9.pdf
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IRS Letter	https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077552/786786152/72077552_woodhouse_irs_letter.pdf
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List of Board of Directors	https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077556/786786152/72077556_woodhouse_board_of_directors.pdf
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Articles of Incorporation	https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077558/786786152/72077558_woodhouse_articles_of_inc.pdf
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Most Recent 990 Form	https://s3.amazonaws.com/files.formstack.com/uploads/3276970/90960095/786786152/90960095_woodhouse_990_form.pdf
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Upload your documents: Matching Gift Documentation

Does Your Organization Receive Matching Funds?	No
---	----

Primary Nonprofit Contact

Name	Timothy Russo
Title	Director of Finance
Email	dirfinance@woodhouseinc.org
Phone Number	(954) 786-0344
Mailing Address (If awarded, your payment will be mailed to this address)	1001 NE 3RD AVE POMPANO BEACH, FL 33060

Secondary Nonprofit Contact

Name	Randall Bishop
Title	Chief Executive Officer
Email	randallbishop@woodhouseinc.org
Phone Number	(954) 786-0344



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

85-8012586051C-9	05/31/2018	05/31/2023	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

WOODHOUSE INC
1001 NE 3RD AVE
POMPANO BEACH FL 33060-5712

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

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

Woodhouse Inc

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

Woodhouse Inc

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

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

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

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

☒ Other (see instructions) ►

501 (c3)

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.

1001 NE 3rd Street

Requester's name and address (optional)

6 City, state, and ZIP code

Pompano Beach, FL 33060

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

____ - ____ - ____

or

Employer identification number

5 9 - 2 0 1 1 0 1 6

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign
Here

Signature of
U.S. person ►

Date ►

4/1/2021

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

State of Florida



Department of State

I certify that the attached is a true and correct copy of Certificate of Amendment to the Articles of Incorporation of WOODHOUSE INC., a Florida corporation not for profit, filed on August 25, 1980, as shown by the records of this office.

The charter number of this corporation is 752035.



CER 101 Rev. 5-79

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
27th day of August, 1980.

George Firestone
Secretary of State

AMENDMENT TO
ARTICLES OF INCORPORATION
OF
WOODHOUSE INC.
A NON PROFIT CORPORATION

FILED
AUG 25 10 47 AM '80
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The Undersigned Officers of WOODHOUSE INC., hereby certify that the following Amendment To Articles of Incorporation has been unanimously adopted as of the date hereof:

In the event of dissolution, the residual assets of the organization will be turned over to one or more organizations which themselves are exempt as organizations described in sections 501 (c) (3) and 170 (c) (2) of the Internal Revenue Code of 1954 or corresponding sections of any prior or future law, or to the Federal, State, or local governments for exclusive public purpose.

Notwithstanding any other provision of these articles, this corporation will not carry on any other activities not permitted to be carried on by (a) a corporation exempt from Federal income tax under section 501 (c) (3) of the Internal Revenue Code of 1954 or the corresponding provision of any future United States Internal revenue law or (b) a corporation, contributions to which are deductible under section 170 (c) (2) of the Internal Revenue Code of 1954 or any other corresponding provision of any future United States internal revenue law.

In a manner consistent with section 501 (c) (3) of the code to
Article II.

(Affix Corp. Seal)

WOODHOUSE INC.

By: R. Michael Anderson Vice. Pres.
R. MICHAEL ANDERSON

Attest: Florence Sindic Sec.
FLORENCE SINDIC

STATE OF FLORIDA)
) ss
COUNTY OF BROWARD)

BEFORE me, the undersigned authority personally appeared R. Michael Anderson and Florence Sindic, to me well known to be the respective Vice President and Secretary of WOODHOUSE INC., who, after being sworn to, depose and state that the foregoing Amendment To

Articles of Incorporation is true and correct as of this 31 day of July,
1980.

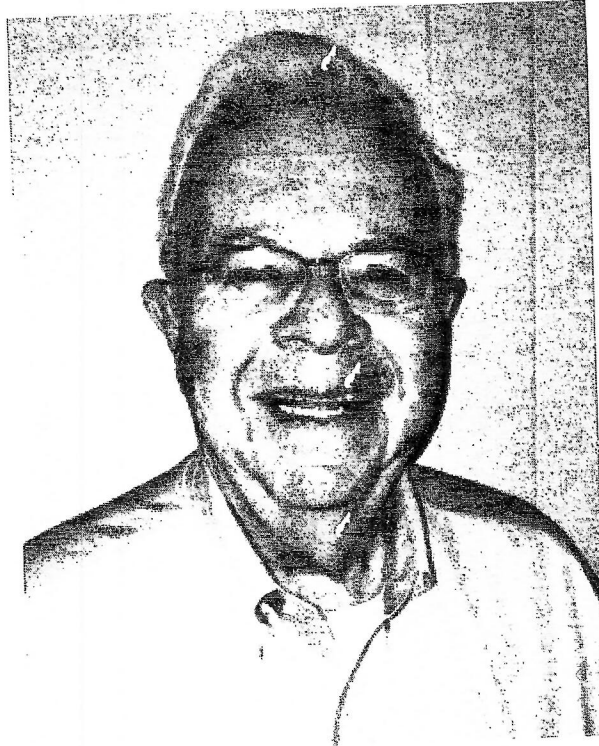
Josephine Morinella
NOTARY PUBLIC
State of Florida at Large

My Commission

Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MARCH 20, 1982

Woodhouse Board of Directors



Brian E. Ingalls

Brian E. Ingalls is one of the founders of Woodhouse and has been a Member of the Woodhouse Board of Directors since it began in 1974 and highly instrumental in achieving our mission ever since. In the past he has served as President and Vice-President of the organization. Brian Ingalls is originally from Glen Cove, New York. He earned a Bachelor of Sciences degree from Georgetown University and a Juris Doctorate from Fordham Law School.

Before his retirement, Ingalls was the counsel to the President of First Federal of Broward and was the Senior Vice-President and Florida Counsel of Glendale Federal Bank. As well as helping Woodhouse, Ingalls has served as President of the Community Concert Association of Broward County and as Director of Our Father's House Soup Kitchen.

Fun fact: Dr. Brian Ingalls is a super proud grandfather of five and great-grandfather of five. He is a Gemini who is a pilot, scuba diver, and has a passion for traveling.



Judith Sullivan

Judith Sullivan has been a Member of the Woodhouse Board of Directors for many years serving in various offices. She is currently the President and Chair of the of the organization. Sullivan is originally from Peoria, Illinois and received a Bachelor Degree in Art Education from the University of Florida.

Judith Sullivan has always been an active contributor to her local community. She has spent time as the President of the PTA, President of the Girl Scout Council of Broward County, and President of the Soroptimist Club of Pompano Beach. She is also a contributing writer of travel articles for Lighthouse Point Magazine.

Judith Sullivan is quite involved with the St. Nicholas Church where she has been a Vestery Member and Senior Warden. She is currently a member of the Choir and Chair of the concert series.

Fun facts: Judith Sullivan is an Aquarius who competed in synchronized swimming in High School and was in a performance group in college. She enjoys jazzercise, reading, golf and is an ardent scrapbooker. Her true passion is travel and the more exotic the location the

better. In recent years she has cruised rivers in Russia, drank llama milk in Mongolia and played with penguins in Antarctica.



Leila Moavero

Leila Moavero joined the Woodhouse Board of Directors in 2013 and has been a pivotal member ever since. She is originally from San Francisco, California where she was the Managing Editor of *Western Real Estate News* and studied Pre-Med at the University of California – Berkley.

After moving to South Florida in 1994, Moavero started a 19-year stint with Executive Printing & Mailing, eventually purchasing the firm in 2011. She did so well that the following year she was named the Small Business Person of the Year by the Greater Pompano Beach Chamber of Commerce.

During all of this, she has made numerous contributions to our community by fundraising for the Rotary Club and the Greater Pompano Beach Chamber of Commerce, and chairing the annual Shining Stars Luncheon that honors other people in Northeast Broward who also give of themselves. She also sits on the Postal Customer Council of Broward County.

Fun facts: Leila Moavero is a Leo who collects vases of all kinds from fine crystal and historic ceramics to garage sale chic. She also has a son who serves our country as an airman.



Lee Waldo

Lee Waldo has been a Member of the Woodhouse Board of Directors on and off for many years. She is originally from Rome, Georgia, but mainly grew up in Dallas, Texas.

For the two years, Waldo has been the Hostess of the Sample-McDougald House, a local historic home that is part of the Pompano Beach Historical Society. However, she is better known for her years of philanthropic work raising money for charities. Besides Woodhouse, she has been very involved with Adopt a Room for Hospice, helping children in the arts, and serving as a church youth group leader.

Fun fact: Lee Waldo is a Taurus who has been the only woman on a men's softball team, and she has owned a business in Mexico City.



Tom McMahon

Tom McMahon was raised in Pompano Beach and is part of the first graduating class of Pompano Beach High School in 2001. Along with being a Director for Woodhouse, Tom has been the President of the Pompano Beach Historical Society since 2016, sits on the Pompano Beach Preservation Board and is host to the McMahon Mix & Mingle. For the last 4 years his family has hosted the McMahon Mix & Mingle Fundraiser with over 5,000 people in attendance. To date they have raised over \$100,000 for 48 non-profit organizations throughout our community. At just 19 years old Tom was a Store Manager at Winn Dixie when his father and long-time businessman invited him to join in the family business. Following his father's footsteps, Tom is now a small business owner himself as well as working side by side with his dad. In his free time, Tom he can often be found lending a helping hand amongst local organizations, attending civic meetings and participating in events around town.

FUN FACT: Tom is literally 1 in a million- Red hair, blue eyes and left handed.

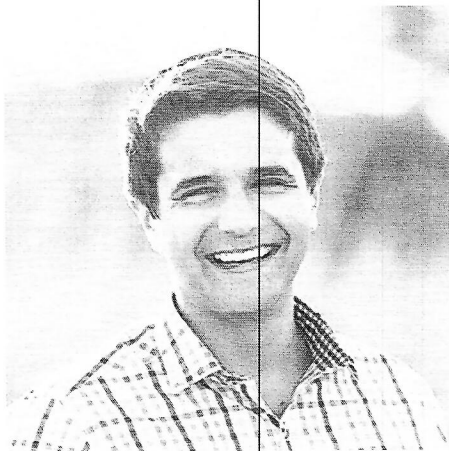


Anthony Cox

Anthony “Tony” Cox joined the Woodhouse Board of Directors in 2020. He is originally from Indianapolis, Indiana but became a Floridian in 2013. Tony earned a Bachelor’s Degree from the University of Indiana and a Master’s Degree from the Florida Institute of Technology.

Tony is currently the Chief Information Officer for Henderson Behavioral Health and was a finalist for the 2019 South Florida Business Journal’s CIO of the Year Award. He served our county with six years of active duty in the United States Army, deployed to Kuwait as part of Operation Desert Storm and deployed to Haiti as part of Operation Uphold Democracy.

FUN FACT: Tony is a Taurus who loves to play golf and take weekend road trips exploring the history of our country.



Bobby McLaughlin

Bobby McLaughlin joined the Woodhouse Board of Directors in 2020. With both of his parents being in the military, he was born in Japan, but grew up in Pensacola, Florida. Bobby graduated Summa Cum Laude from the University of Miami with a Bachelor's Degree in International Finance and Marketing.

Bobby has been a Quantitative Research Analyst for over seven years with Franklin Templeton. He is also a Chartered Financial Analyst charter holder. Bobby has been recognized by the Escambia County Board of County Commissioners for work with the Soles4Souls organization.

FUN FACT: Bobby is a Pisces who is an avid triathlete, having competed there half- and one full Ironman Triathlons. He married his high school sweetheart, Morgan.



Andrea Toledano

Andrea Toledano joined the Woodhouse Board of Directors in 2020. She was born in Caracas, Venezuela, but was raised in South Florida where she has lived since 2000. Andrea earned a Bachelor's Degree from Florida International University and a Master's Degree from the University of Pennsylvania.

Andrea is currently a freelance writer and runs Stand Up Life, a non-profit promoting emotional intelligence in and out of the classroom. Her passions include education research, public policy, networking and writing. She also runs a creative writing workshop and college candidacy program at the Boys & Girls Club. Ultimately, Andrea hopes to influence public policy as a legislator.

FUN FACT: Andrea is a Gemini with lots of energy to burn. She uses her ADHD symptoms to her advantage. You will generally find her at one of South Florida's finest coffee shops.

Form **990**
(Rev. January 2020)
Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax
Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)
▶ Do not enter social security numbers on this form as it may be made public.
▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2019
Open to Public Inspection

A For the 2019 calendar year, or tax year beginning **07/01/19**, and ending **06/30/20**


B Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	C Name of organization Woodhouse, Inc.		D Employer identification number 59-2011016
	Doing business as		E Telephone number 954-786-0344
	Number and street (or P.O. box if mail is not delivered to street address) Room/suite 1001 NE 3rd Avenue		
	City or town, state or province, country, and ZIP or foreign postal code Pompano Beach FL 33060		
	F Name and address of principal officer: Randall Bishop 1001 NE 3rd Avenue Pompano Beach FL 33060		H(a) Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No H(b) Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. (see instructions)
I Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) () (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527		G Gross receipts \$ 3,688,299	
J Website: www.woodhouseinc.org		H(c) Group exemption number ▶	
K Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other ▶		L Year of formation: 1983	M State of legal domicile: FL

Part I Summary

Activities & Governance	1 Briefly describe the organization's mission or most significant activities: See Schedule O		
	2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	3 Number of voting members of the governing body (Part VI, line 1a)	3	7
	4 Number of independent voting members of the governing body (Part VI, line 1b)	4	7
	5 Total number of individuals employed in calendar year 2019 (Part V, line 2a)	5	68
	6 Total number of volunteers (estimate if necessary)	6	0
		7a Total unrelated business revenue from Part VIII, column (C), line 12	
	b Net unrelated business taxable income from Form 990-T, line 39	7b	0
Revenue	8 Contributions and grants (Part VIII, line 1h)	Prior Year	Current Year
	9 Program service revenue (Part VIII, line 2g)	118,058	57,058
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	3,499,566	3,630,727
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	220	514
	12 Total revenue – add lines 8 through 11 (must equal Part VIII, column (A), line 12)	0	0
Expenses	13 Grants and similar amounts paid (Part IX, column (A), lines 1–3)	3,617,844	3,688,299
	14 Benefits paid to or for members (Part IX, column (A), line 4)	0	0
	15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)	0	0
	16a Professional fundraising fees (Part IX, column (A), line 11e)	2,412,618	2,449,601
	b Total fundraising expenses (Part IX, column (D), line 25) ▶	0	0
	17 Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)	1,057,455	1,169,675
	18 Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25)	3,470,073	3,619,276
	19 Revenue less expenses. Subtract line 18 from line 12	147,771	69,023
Net Assets or Fund Balances	20 Total assets (Part X, line 16)	Beginning of Current Year	End of Year
	21 Total liabilities (Part X, line 26)	1,277,613	1,787,315
	22 Net assets or fund balances. Subtract line 21 from line 20	430,582	872,223
		847,031	915,092

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer 		Date 1-6-21	
	Type or print name and title Randall Bishop CEO			
Paid Preparer Use Only	Print/Type preparer's name Christopher L. Root, CPA, CVA	Preparer's signature Christopher L. Root, CPA, CVA	Date 01/06/21	Check <input type="checkbox"/> if self-employed PTIN P00226465
	Firm's name Hinkle, Richter & Rhine, LLP	Firm's EIN 59-1949459		
	Firm's address 2600 NE 14th Street Causeway Pompano Beach, FL 33062-8224	Phone no. 954-941-2312		

May the IRS discuss this return with the preparer shown above? (see instructions) ☒ Yes ☐ No

For Paperwork Reduction Act Notice, see the separate instructions.

Form **990**Department of the Treasury
Internal Revenue Service**Return of Organization Exempt From Income Tax**

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.
▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2018**Open to Public Inspection****A** For the 2018 calendar year, or tax year beginning 07/01/18, and ending 06/30/19**B** Check if applicable:☐ Address change☐ Name change☐ Initial return☐ Final return/terminated☐ Amended return☐ Application pending**C** Name of organization

Woodhouse, Inc.

Doing business as

Number and street (or P.O. box if mail is not delivered to street address)

1001 NE 3rd Avenue

Room/suite

City or town, state or province, country, and ZIP or foreign postal code

Pompano Beach FL 33060

F Name and address of principal officer:Randall Bishop
1001 NE 3rd Avenue
Pompano Beach FL 33060**D** Employer identification number

59-2011016

E Telephone number

954-786-0344

G Gross receipts \$ 3,617,844**H(a)** Is this a group return for subordinates? ☐ Yes ☒ No**H(b)** Are all subordinates included? ☐ Yes ☐ No

If "No," attach a list. (see instructions)

I Tax-exempt status: ☒ 501(c)(3) ☐ 501(c) () (insert no.) ☐ 4947(a)(1) or ☐ 527**J** Website: www.woodhouseinc.org**H(c)** Group exemption number ▶**K** Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other ▶**L** Year of formation: 1983 **M** State of legal domicile: FL**Part I Summary**

Activities & Governance

1 Briefly describe the organization's mission or most significant activities:

See Schedule O

2 Check this box ☐ If the organization discontinued its operations or disposed of more than 25% of its net assets.**3** Number of voting members of the governing body (Part VI, line 1a)

3

7

4 Number of independent voting members of the governing body (Part VI, line 1b)

4

7

5 Total number of individuals employed in calendar year 2018 (Part V, line 2a)

5

65

6 Total number of volunteers (estimate if necessary)

6

0

7a Total unrelated business revenue from Part VIII, column (C), line 12

7a

0

b Net unrelated business taxable income from Form 990-T, line 38

7b

0

Revenue

8 Contributions and grants (Part VIII, line 1h)

Prior Year

Current Year

20,024

118,058

9 Program service revenue (Part VIII, line 2g)

3,136,284

3,499,566

10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)

628

220

11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)

1,556

0

12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)

3,158,492

3,617,844

Expenses

13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)

0

0

14 Benefits paid to or for members (Part IX, column (A), line 4)

0

0

15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)

2,579,390

2,412,618

16a Professional fundraising fees (Part IX, column (A), line 11e)

0

0

b Total fundraising expenses (Part IX, column (D), line 25) ▶

0

17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)

914,047

1,057,455

18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)

3,493,437

3,470,073

19 Revenue less expenses. Subtract line 18 from line 12

-334,945

147,771

Net Assets or Fund Balances

20 Total assets (Part X, line 16)

Beginning of Current Year

End of Year

1,118,266

1,277,613

21 Total liabilities (Part X, line 26)

419,006

430,582

22 Net assets or fund balances. Subtract line 21 from line 20

699,260

847,031

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

Signature of officer

Randall Bishop

CEO

Date

11-5-19

Type or print name and title

Paid

Print/Type preparer's name

Christopher L. Root, CPA, CVA

Preparer's signature

Christopher L. Root, CPA, CVA

Date

11/05/19

Check ☐ if PTIN

self-employed P00226465

Preparer Use Only

Firm's name ▶ Hinkle, Richter & Rhine, LLP

Firm's EIN ▶ 59-1949459

2600 NE 14th Street Causeway

Firm's address ▶ Pompano Beach, FL 33062-8224

Phone no. 954-941-2312

May the IRS discuss this return with the preparer shown above? (see instructions)

☒ Yes ☐ No

A For the 2017 calendar year, or tax year beginning JUL 1, 2017 and ending JUN 30, 2018

B Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	C Name of organization WOODHOUSE, INC.		D Employer identification number 59-2011016
	Doing business as		E Telephone number (954) 786-0344
	Number and street (or P.O. box if mail is not delivered to street address) Room/suite 1001 NE 3RD AVENUE	G Gross receipts \$ 3,158,492.	
	City or town, state or province, country, and ZIP or foreign postal code POMPANO BEACH, FL 33060		H(a) Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No H(b) Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. (see instructions) H(c) Group exemption number
F Name and address of principal officer: RANDALL BISHOP 1001 NE 3RD AVENUE, POMPANO BEACH, FL 33060			
I Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) () (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527			
J Website: HTTP://WWW.WOODHOUSEINC.ORG			
K Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other			
L Year of formation: 1983 M State of legal domicile: FL			

Part I Summary				
Activities & Governance	1 Briefly describe the organization's mission or most significant activities: WOODHOUSE, INC. OPERATES A 24-BED RESIDENTIAL FACILITY AND AN ADULT TRAINING PROGRAM FOR PEOPLE			
	2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.			
	3	Number of voting members of the governing body (Part VI, line 1a)		
	4	Number of independent voting members of the governing body (Part VI, line 1b)		
	5	Total number of individuals employed in calendar year 2017 (Part V, line 2a)		
	6	Total number of volunteers (estimate if necessary)		
	7a	Total unrelated business revenue from Part VIII, column (C), line 12		
	7b	Net unrelated business taxable income from Form 990-T, line 34		
Revenue	8	Contributions and grants (Part VIII, line 1h)	Prior Year 14,620.	Current Year 20,024.
	9	Program service revenue (Part VIII, line 2g)	3,345,432.	3,136,284.
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	858.	628.
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	1,200.	1,556.
	12	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	3,362,110.	3,158,492.
Expenses	13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)	0.	0.
	14	Benefits paid to or for members (Part IX, column (A), line 4)	0.	0.
	15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	2,542,502.	2,579,390.
	16a	Professional fundraising fees (Part IX, column (A), line 11e)	0.	0.
	b	Total fundraising expenses (Part IX, column (D), line 25)	0.	0.
	17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	896,225.	914,047.
	18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	3,438,727.	3,493,437.
19	Revenue less expenses. Subtract line 18 from line 12	-76,617.	-334,945.	
Net Assets or Fund Balances	20	Total assets (Part X, line 16)	Beginning of Current Year 1,491,149.	End of Year 1,118,266.
	21	Total liabilities (Part X, line 26)	456,944.	419,006.
	22	Net assets or fund balances. Subtract line 21 from line 20	1,034,205.	699,260.

Part II Signature Block			
Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.			
Sign Here	Signature of officer	Date	
	RANDALL BISHOP, CHIEF EXECUTIVE OFFICER Type or print name and title		
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date
	LOUIS R. PROIETTO	<i>[Signature]</i>	6/16/19
	Firm's name KEEFE, MCCULLOUGH & CO., LLP, C.P.A.'S	Firm's EIN 59-1363792	Check if self-employed <input type="checkbox"/> PTIN P00482252
	Firm's address 6550 N FEDERAL HIGHWAY, SUITE 410 FT. LAUDERDALE, FL 33308	Phone no. 954-771-0896	
May the IRS discuss this return with the preparer shown above? (see instructions) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			

Form **990****Return of Organization Exempt From Income Tax**

OMB No. 1545-0047

2016

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

Do not enter social security numbers on this form as it may be made public.

Information about Form 990 and its instructions is at www.irs.gov/form990.**A** For the 2016 calendar year, or tax year beginning **JUL 1, 2016** and ending **JUN 30, 2017****B** Check if applicable:

- ☐ Address change
☐ Name change
☐ Initial return
☐ Final return/terminated
☐ Amended return
☐ Application pending

C Name of organization**WOODHOUSE, INC.**

Doing business as

Number and street (or P.O. box if mail is not delivered to street address)

1001 NE 3RD AVENUE

Room/suite

City or town, state or province, country, and ZIP or foreign postal code

POMPANO BEACH, FL 33060**F** Name and address of principal officer: **RANDALL BISHOP****1001 NE 3RD AVENUE, POMPANO BEACH, FL 33060****D** Employer identification number**59-2011016****E** Telephone number**(954) 786-0344****G** Gross receipts \$ **3,362,110.****H(a)** Is this a group returnfor subordinates? ☐ Yes ☒ No**H(b)** Are all subordinates included? ☐ Yes ☐ No

If "No," attach a list. (see instructions)

H(c) Group exemption number**I** Tax-exempt status: ☒ 501(c)(3) ☐ 501(c) () (insert no.) ☐ 4947(a)(1) or ☐ 527**J** Website: **HTTP://WWW.WOODHOUSEINC.ORG****K** Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other**L** Year of formation: **1983** **M** State of legal domicile: **FL****Part I Summary**

Activities & Governance	1 Briefly describe the organization's mission or most significant activities: WOODHOUSE, INC. OPERATES A 24-BED RESIDENTIAL FACILITY AND AN ADULT TRAINING PROGRAM FOR PEOPLE		
	2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	3 Number of voting members of the governing body (Part VI, line 1a)	3	13
	4 Number of independent voting members of the governing body (Part VI, line 1b)	4	13
	5 Total number of individuals employed in calendar year 2016 (Part V, line 2a)	5	71
	6 Total number of volunteers (estimate if necessary)	6	0
		7a Total unrelated business revenue from Part VIII, column (C), line 12	7a
b Net unrelated business taxable income from Form 990-T, line 34		7b	0.
Revenue	8 Contributions and grants (Part VIII, line 1h)	Prior Year	Current Year
	9 Program service revenue (Part VIII, line 2g)	45,084.	14,620.
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	3,265,355.	3,345,432.
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	943.	858.
	12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	2,773.	1,200.
Expenses	13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)	3,314,155.	3,362,110.
	14 Benefits paid to or for members (Part IX, column (A), line 4)	0.	0.
	15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	0.	0.
	16a Professional fundraising fees (Part IX, column (A), line 11e)	2,453,115.	2,542,502.
	b Total fundraising expenses (Part IX, column (D), line 25)	0.	0.
	17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	0.	0.
	18 Total expenses. Add lines 13-17 (must equal Part IX, column (A) line 25)	889,563.	896,225.
	19 Revenue less expenses. Subtract line 18 from line 12	3,342,678.	3,438,727.
Net Assets or Fund Balances	20 Total assets (Part X, line 16)	-28,523.	-76,617.
	21 Total liabilities (Part X, line 26)	Beginning of Current Year	End of Year
	22 Net assets or fund balances. Subtract line 21 from line 20	1,595,320.	1,491,149.
		484,498.	456,944.
		1,110,822.	1,034,205.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

Signature of officer

Date

RANDALL BISHOP, CHIEF EXECUTIVE OFFICER

Type or print name and title

Paid

Print/Type preparer's name

Preparer's signature

Date

Check if self-employed ☐

PTIN

Preparer Use Only

Firm's name

KEEFE, MCCULLOUGH & CO., LLP, C.P.A.'S

Firm's EIN

59-1363792

Firm's address

6550 N FEDERAL HIGHWAY SUITE 410**FT. LAUDERDALE, FL 33308**Phone no. **954-771-0896**

May the IRS discuss this return with the preparer shown above? (see instructions)

☒ Yes ☐ No

632001 11-11-16

LHA For Paperwork Reduction Act Notice, see the separate instructions.

Form **990** (2016)**SEE SCHEDULE O FOR ORGANIZATION MISSION STATEMENT CONTINUATION**

"Pompano Beach is ABLE" Healthcare Workshop

EXPENSES

TOTAL EXPENSES	Estimated	Actual
	\$5,500.00	\$0.00

Site	Estimated	Actual
Room and hall fees	\$425.00	
Site staff		
Equipment		
Tables and chairs		
Total	\$425.00	\$0.00

Decorations	Estimated	Actual
Flowers	\$100.00	\$0.00
Candles		
Lighting		
Balloons	\$100.00	
Paper supplies	\$500.00	
Total	\$700.00	\$0.00

Publicity	Estimated	Actual
Graphics work	\$300.00	
Photocopying/Printing	\$200.00	
Postage	\$200.00	
Total	\$700.00	\$0.00

Miscellaneous	Estimated	Actual
Telephone		
Transportation		
Stationery supplies	\$500.00	
Fax services		
Total	\$500.00	\$0.00

Refreshments	Estimated	Actual
Food		
Drinks	\$300.00	
Linens	\$500.00	
Staff and gratuities		
Total	\$800.00	\$0.00

Program	Estimated	Actual
Performers		
Speakers	\$0.00	
Travel		
Hotel		
Other		
Total	\$0.00	\$0.00

Marketing	Estimated	Actual
Newstand Advertisement	1000	
Giveaways to citizens	1000	
Ribbons/Plaques/Trophies		
Gifts	\$375.00	
Total	\$2,375.00	\$0.00

Exhibit “B” Payment Schedule

A. AWARD DISBURSEMENTS

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

B. PAYMENT SCHEDULE

The total amount awarded for the WOODHOUSE INC. for "Pompano Beach is ABLE Healthcare Independence Workshop" for the current fiscal year is: \$5,000.

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

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 the ORGANIZATION is obligated to pay compensation to employees engaged in the performance of the work. ORGANIZATION 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

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

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

Type of Insurance

Limits of Liability

GENERAL LIABILITY:

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

* Policy to be written on a claims incurred basis

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

AUTOMOBILE LIABILITY:

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

XX comprehensive form
XX owned
XX hired
XX non-owned

REAL & PERSONAL PROPERTY

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

EXCESS LIABILITY

Per Occurrence Aggregate

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

Per Occurrence Aggregate

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

(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. ORGANIZATION 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 ORGANIZATION, the ORGANIZATION 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. ORGANIZATION 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 ORGANIZATION 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 ORGANIZATION enter into such an agreement on a pre-loss basis.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/16/2021

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

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

PRODUCER FrankCrum Insurance Agency, Inc. 100 South Missouri Avenue Clearwater, FL 33756	CONTACT NAME:	
	PHONE (A/C, No, Ext): (800) 277-1620 X 4800	FAX (A/C, No): (727) 797-0704
INSURED FrankCrum L/C/F Woodhouse, Inc. 100 South Missouri Avenue Clearwater, FL 33756	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	Frank Winston Crum Insurance Company
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 696839 REVISION NUMBER: 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS-COMP/OP AGG	\$
								\$
	GEN'L AGGREGATE LIMIT APPLIES PER:							
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC							
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY							\$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY							
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR						AGGREGATE	\$
	EXCESS LIAB							\$
	<input type="checkbox"/> CLAIMS-MADE							
	DED							
	RETENTION \$							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC202100000	01/01/2021	01/01/2022	X PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

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

Effective 05/29/2005, coverage is for 100% of the employees of FrankCrum leased to Woodhouse, Inc. (Client) for whom the client is reporting hours to FrankCrum. Coverage is not extended to statutory employees.

APPROVED

By Danielle Thorpe at 6:07 pm, Aug 24, 2021

CERTIFICATE HOLDER

CANCELLATION

City of Pompano Beach 100 West Atlantic Blvd. Pompano Beach, FL 33060	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

© 1988-2016 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/16/2021

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

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

PRODUCER Frank H. Furman, Inc. 1314 East Atlantic Blvd. P. O. Box 1927 Pompano Beach FL 33061	CONTACT NAME: Randi Arnold PHONE (A/C, No, Ext): (954) 943-5050 FAX (A/C, No): (954) 942-6310 E-MAIL ADDRESS: randi@furmaninsurance.com
INSURED Woodhouse, Inc. 1001 NE 3rd Avenue Pompano Beach FL 33060-5712	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 2021-2022 Liability Cert**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		PHPK2281655	06/05/2021	06/05/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			PHPK2281655	06/05/2021	06/05/2022	Each Occurrence \$ 1,000,000 Aggregate \$ 1,000,000 PER STATUTE OTH-ER
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB770359	06/05/2021	06/05/2022	E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A				Each Incident \$1,000,000 Aggregate Limit \$3,000,000
A	Professional Liability			PHPK2281655	06/05/2021	06/05/2022	

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

Insurer A: Sexual/Physical Abuse or Molestation Policy Number: PHPK2281655 Policy Term: 6/5/2021 to 6/5/2022 Limit: \$2,000,000
Certificate holder is included as additional insured regarding General Liability as required by written contract.

APPROVED

By Danielle Thorpe at 6:07 pm, Aug 24, 2021

CERTIFICATE HOLDER**CANCELLATION**

The City of Pompano Beach FL
100 West Atlantic Boulevard
Pompano Beach FL 33060

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

AUTHORIZED REPRESENTATIVE

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