

## MISCELLANEOUS APPROPRIATIONS CONTRACT

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**THIS CONTRACT** is signed this \_\_\_ day of \_\_\_\_\_, 2019, by the City of Pompano Beach ("City") and The School Board of Broward County, Florida, a political subdivision of the State of Florida ("Recipient").

**WHEREAS**, the City of Pompano Beach has appropriated for its current Fiscal Year 2019-20 (October 1st through September 30th), the sum of \$33,000 to RECIPIENT, to conduct a program entitled or activity as described in Exhibit "A" Recipients Requirements, Contractual Responsibilities and Program Description which is attached hereto and incorporated herein by reference, for the period beginning October 1, 2019 and ending September 30, 2020; and

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

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

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

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

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

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

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

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

7. Contract Administrators, Notices and Demands.

A. Contract Administrators. During the term of this Contract, the City's Contract Administrator shall be the City Manager or his/her written designee and the Recipient's Contract Administrator shall be Robert Runcie 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 representatives named below or is addressed and delivered to such other authorized representative at the address as that party, from time to time may designate in writing and forward to the other as provided herein.

**If to Recipient:** Robert Runcie  
Superintendent  
600 Southeast Third Avenue  
Fort Lauderdale, FL 33301  
Office: 754-321-2600  
Email: Supt\_Runcie@browardschools.com

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

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

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

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

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

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

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

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

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

12. **Indemnification.**

A. Each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time

as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

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

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

14. Non-Assignability and Subcontracting.

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

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

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

16. Audit and Inspection Records. The Recipient shall permit the authorized representatives of the City to inspect and audit all data and records of the Recipient, if any, relating to the program being funded by this contract until the expiration of three years after final payment under this contract. The Recipient agrees that such inspections and audits may include the audit of

the financial affairs of the Recipient by authorized City representatives, and may be done at any time with no advance notice by the City.

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

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

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

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

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

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

20. Public Records.

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

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

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

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

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

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](mailto:RecordsCustodian@copbfl.com)**

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

22. Waiver and Modification.

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

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

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

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

or agreed to pay any person or entity, any fee, commission, gift or any other consideration to solicit or secure this Contract or contingent upon or resulting from the award or making of this Contract. In the event of Recipient's breach or violation of this provision, City shall have the right to terminate this Contract without liability and, at City's sole discretion, to deduct from the 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 Article 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.

34. RECIPIENT Disclosure of Education Records

A. To fulfill reporting requirements of the grant program funded by this Agreement

B. RECIPIENT will provide CITY with the following de-identified education records: age, race, gender, home address zip codes, and

C. RECIPIENT will provide CITY with student photographs taken during program activities.

D. RECIPIENT will obtain written consent from each student's parent/guardian or student age 18 or older prior to disclosing the education records listed in this section.

35. CITY Confidentiality of Education Records.

A. Notwithstanding any provision to the contrary within this Agreement, CITY shall:

1. fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2. hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

3. ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to RECIPIENT upon request;

4. safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

5. utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;

6. notify RECIPIENT immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at [privacy@browardschools.com](mailto:privacy@browardschools.com), and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

7. fully cooperate with appropriate RECIPIENT staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

8. prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse RECIPIENT any direct costs incurred by RECIPIENT for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

9. be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10. provide RECIPIENT with the name and contact information of its employee who shall serve as RECIPIENT's primary security contact and shall be available to assist RECIPIENT in resolving obligations associated with a security breach of confidentiality of education records; and

11. securely erase education records from any media once any media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).

B. All education records shall remain the property of RECIPIENT, and any party contracting with RECIPIENT serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at RECIPIENT's request, return to RECIPIENT or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide RECIPIENT with a written acknowledgment of said disposition.

C. CITY shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless RECIPIENT and its officers and employees for any violation of this section, including, without limitation, defending RECIPIENT and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon RECIPIENT, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon RECIPIENT arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the

termination of all performance required or conclusion of all obligations existing under this Agreement.

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

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

**“CITY”:**

Witnesses:

**CITY OF POMPANO BEACH**

\_\_\_\_\_

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

\_\_\_\_\_

By: \_\_\_\_\_  
GREGORY P. HARRISON, CITY MANAGER

Attest:

\_\_\_\_\_  
ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To From:

\_\_\_\_\_  
MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

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

NOTARY’S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

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

**“RECIPIENT”**

The School Board of Broward County, Florida  
(Print or type name of company here)

(Corporate Seal)

By: \_\_\_\_\_  
Heather P. Brinkworth, Chair

ATTEST:

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools  
(Print or Type Name)

Approved as to Form and Legal Content:  
Digitally signed by Eric  
Abend  
Reason: Pompano/Ely  
2019  
Date: 2019.10.17 07:53:45  
04:00  
\_\_\_\_\_  
Office of the General Counsel

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, a Florida corporation on behalf of the corporation or a Florida limited liability company on behalf of the company. He/she is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY’S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

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

## Exhibit "A"

### Recipients Requirements, Contractual Responsibilities and Program Description

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Organization name:** The School Board of Broward County, Florida

**Program funded:** Internships: Pathways to Employment

**Amount funded:** \$33,000

**Program description:** This program will provide a Program Coordinator to acquire and oversee the successful acquisition of paid internships for 11th and 12th grade students to fulfill National Academy Foundation(NAF) completion requirements and increase student employability after high school. The NAF Program is a national network of education, business and community leaders who work together to ensure high school students are college, career and future ready. NAF's educational design ignites students' passion for learning and gives businesses the opportunity to shape America's future workforce.

Form Name: City of Pompano Beach 2019-2020 Nonprofit Sponsorship Application  
Submission Time: May 10, 2019 8:37 am  
Browser: Chrome 74.0.3729.131 / Windows  
IP Address: 169.139.8.225  
Unique ID: 503658825  
Location: 26.214000701904, -80.218597412109

## About Your Organization

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**Which Fiscal Year Is Your Organization Applying For?** 2019-2020

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**Full Name of Nonprofit:** Blanche Ely High School

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**Mission of Nonprofit:** The mission of Blanche Ely High School is to provide college and career training and development opportunities that will meet the educational needs of all students in a safe learning environment.

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**Brief Overview of Nonprofit:** Blanche Ely High School believe that the responsibility of the school is to provide a stable atmosphere with a flexible educational program. This program strives to meet the needs and interest of the students, whether these needs and interests are academic, vocational, social, emotional, physical. Our fundamental goal is to prepare each student to become an informed, self-directed, contributing, and productive citizen in an ever-changing society. We help the student to experience success in building a strong self-concept.

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**Nonprofit Website:** <https://www.browardschools.com/blancheely>

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**Which Funding Priority Does Your Nonprofit Qualify For:** Workforce Readiness

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**Type of Organization - select the one that best applies:** Education/Research

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**Executive Summary of How Nonprofit will use City of Pompano Beach Funding:** This program will provide a Program Coordinator to acquire and oversee the successful acquisition of paid internships for 11th and 12th grade students to fulfill National Academy Foundation completion requirements and increase student employability after high school. Within this program, we will target local employers and business within the areas of Hospitality and Tourism, Aviation, Engineering, Finance, Medical Sciences, Information Technology, Culinary and Business. On the job paid training experiences will provide students with hands on real world exposure to employment ready skills and development.

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**How Does Your Nonprofit/Program Fit the Guidelines and Funding Interests?** Blanche Ely High School is continues to strive to provide specialized college and career programs. The school has limited funding for students to apply what they are learning in the classroom. Opportunities for students to "get their hands dirty" and make important connections between classroom learning and real-life application are lacking. Therefore, we would like to close this gap.

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**Statement of Need:** Despite our efforts, we have struggled to provide suitable placement for over 200 students due to the lack of program coordination, time and lack of sufficient business opportunities to fulfill this need.

We also have many challenges within the school community because of the low socio-economic level of our students. As a result students are often compelled to address family need issues, in addition to their school responsibilities. This can impact attendance, behavior and aspects of student achievement. Additional challenges are inequitable access to technology, transportation issues, lack of proper nutrition and minimal access to community support services.

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**Include a Description of the Geographic Area You Serve:** Blanche Ely HS is an urban high school located in the City of Pompano beach, FL and has the enrollment of approximately 2000 students primarily of low socio-economic households with 89% receiving free or reduced lunch.

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**Does Your Organization Receive Matching Funds?** Yes

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**If Yes, please explain the matching gift partnership you have.** Out of Blanche Ely High School budget, we will contribute office space, appropriate technology and supervision of Program Coordinator.

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**Your organization will be able to provide the City documentation of your Matching Funds .** Yes

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### About Your Board of Directors

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**Board Disabled** 0

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**Board Minorities** 2

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**Board Seniors** 1

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**Total Board Members** 10

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### Program/Event Information #1

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**Will your organization be hosting an event on City property?** No

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

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**Program/Event Name** Internships: Pathways to Employment

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

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**Describe the program/event succinctly:** This program will provide a Program Coordinator to acquire and oversee the successful acquisition of paid internships for 11th and 12th grade students to fulfill National Academy Foundation(NAF) completion requirements and increase student employability after high school. The NAF Program is a national network of education, business and community leaders who work together to ensure high school students are college, career and future ready. NAF's educational design ignites students' passion for learning and gives businesses the opportunity to shape America's future workforce by transforming the learning environment to include industry-specific

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**Elaborate on your program/event objectives. How do you plan on using the funding to solve the problem?**

The Internships: Pathways to Employment program at Blanche Ely High will partner with the City of Pompano Beach to support students in various career pathways so that they can: obtain and retain paid employment in their stated area of interest at a competitive payment rate; acquire the skills/certifications necessary to transition from high school to job to a career; and set the stage for self-reliance and self-advocacy in the future. Grant supported activities include:

- A program coordinator based at Blanche Ely High will work with the City of Pompano Beach to match career interests with available/possible positions. 100 students will be placed in internships throughout this grant.
  - Program staff will provide individualized support to participating students to practice and improve upon interview skills and complete the application/resume process.
  - Students will participate in an intake assessment that measures various job-related skills, technical terminology and comfort with interpersonal relationships.
  - Students, program coordinator and employer will establish a work schedule.
  - The program coordinator will obtain feedback from the direct supervisor at place of employment with the students to make any needed improvements/changes.
  - The program coordinator will track progress and communication with the employer to provide support if needed. Specific areas addressed include (but are not limited to): punctuality, job stamina, interpersonal relations, compliance with employer processes/regulations, job completion, work habits, etc.
  - Students will work 15- 20 hours per week for the established period and receive equitable pay.
  - Upon successful completion of the internship period, 80% of students will be recognized as National Academy Foundation / Career Pathway completers.
-

**What are the outcomes of your program/event?**

- Students will identify and cultivate skills in their stated area of interest.
- Students will work for a total of 150 hours in a period of 6- 8 weeks and receive comparable pay as it relates the position.
- Students will establish meaningful relationships with industry representatives and build experiences that can be detailed within their resumes.
- Program staff and employers will be able to evaluate student achievement and determine the degree of correlation between hands-on job training and student outcomes on specified industry/career skills.
- The project coordinator will coordinate with the school based National Academy Foundation Coordinator to ensure monitor data related to career growth, and sustainability within the company.
- Feedback will be solicited from local business representatives.
- An established network of the Better Business Bureau and Chamber of Commerce in the city of Pompano.

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**Estimated # of Attendees at the Program/Event (select the one that best applies)** 51-150

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**Please Specify the Number of City of Pompano Beach Residents Your Organization will Serve if the Program/Event is Funded:** 150

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**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.**

Blanche Ely High School is located in Pompano Beach, Florida. The Pompano Beach City Center neighborhood stands out for having an average per capita income lower than 97.9% of the neighborhoods in the United States. Also 66.8% of the children in this area live in poverty; an extraordinarily high percentage compared to other neighborhoods in the nation. Over the past several years, Blanche Ely high has seen an increase in the number of students on free and reduced lunch to 89% for the 2018-19 school year.

The local community is a cross section of longtime residents whose children have attended the school over multiple generations as well as families who have immigrated from other countries. The neighborhood has more people of Haitian and Jamaican ancestry living in it than nearly any neighborhood in America. In fact, 35.9% of this neighborhood's residents have Haitian ancestry and 4.7% have Jamaican ancestry. The school's demographics represents this with over 82% of the students identifying as African-American. 54% of our population is female in a world we we are encouraging careers focusing on STEM based careers.

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**Start Date of Program/Event:** Jan 07, 2020

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**End Date of Program/Event:** Jun 10, 2020

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**Does your program/event have a start time/end time?** No

**Name of Program/Event Venue:** Internships: Pathways to Employment

**Address of Program/Event Venue Location:** Blanche Ely High School  
1206 NW 6th Avenue  
Pompano Beach, FL 33060

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

**List any Benefits or Amenities the City of Pompano Beach Receives:** The Program Coordinator housed out of Blanche Ely High School will work in hand and with the City of Pompano's Business and Workforce Development consultant in order to provide placement and job opportunities for students. While the Workforce Development Consultant currently works with local employers, the Program Coordinator at Blanche Ely will provide the job readiness skills as well as the follow up once the students start working at place of employment.

**Amount Requested:** 36000

**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...)** Yes

**Name of Event:** Employer Appreciation Reception

**Description of Event:** Blanche Ely High School will provide an appreciation luncheon to employers in the City of Pompano Beach that participated in hiring our student interns. The City of Pompano Beach officials will be invited to see the successful partnership and presentations of student and employer experiences throughout this collaboration.

**Date of Event:** Jul 25, 2020

**Start Time of Event:** 05:30 PM

**End Time of Event:** 07:00 PM

**Name of Event Venue:** Blanche Ely High School Multi-Purpose Room

**Address of Event Venue Location:** 1201 NW 6th Avenue  
Pompano Beach  
Pompano Beach, FL 33060

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

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### Additional Information

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

Blanche Ely High School currently boasts the most National Academy Foundation academies in Broward County Schools. In addition we offer the most certifications and have the highest pass rate among the top in the State of Florida. We have been recognized as housing a Distinguished School which is the top honor the National Academy Foundation offers. We work together with education, business, and community leaders who work together to ensure high school students are college, career, and future ready!

We are proud to offer a number of future ready labs on our campus including, a nursing simulation lab, a culinary arts professional kitchen and state of the art front desk hotel reception lab.

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

We are proud to offer a number of future ready labs on our campus including, a nursing simulation lab, a culinary arts professional kitchen and state of the art front desk hotel reception lab. We currently working to expand by incorporating an aviation lab as well a STEM lab, and Emergency Medical Ambulance lab.

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### City of Pompano Beach Funding History

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

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### Requested Budget Information

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**What is the total value your nonprofit is applying for?** 36000

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**If you are not awarded the full funding requested for your event/program, will you be able to complete your project?** No

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

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

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**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/3276970/72077528/503658825/72077528\\_budget\\_for\\_city\\_of\\_pompano\\_bch.docx](https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077528/503658825/72077528_budget_for_city_of_pompano_bch.docx)

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**W9** [https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077535/503658825/72077535\\_bcps\\_2018\\_w9.pdf](https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077535/503658825/72077535_bcps_2018_w9.pdf)

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**IRS Letter** [https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077552/503658825/72077552\\_bcps\\_irs\\_letter.pdf](https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077552/503658825/72077552_bcps_irs_letter.pdf)

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**List of Board of Directors** [https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077556/503658825/72077556\\_bcps\\_board\\_of\\_directors.pdf](https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077556/503658825/72077556_bcps_board_of_directors.pdf)

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**Articles of Incorporation** [https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077558/503658825/72077558\\_blanche\\_ely\\_articles\\_of\\_incorporation\\_exemption.pdf](https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077558/503658825/72077558_blanche_ely_articles_of_incorporation_exemption.pdf)

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**Charity/Organization Contact**

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**Name** Cheryl Toeller

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**Title** Interim Principal, Blanche Ely High School

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**Email** [cheryl.hodgson-toeller@browardschools.com](mailto:cheryl.hodgson-toeller@browardschools.com)

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**Phone Number** (754) 322-0975

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**Address** 1201 NW 6th Avenue  
Lauderhill, FL 33060

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# Consumer's Certificate of Exemption

DR-14  
R. 04/11

Issued Pursuant to Chapter 212, Florida Statutes

85-8013140099C-8	07/31/2014	07/31/2019	COUNTY GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

BROWARD COUNTY SCHOOL BOARD  
600 SE 3RD AVE  
FORT LAUDERDALE FL 33301-3125

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. 04/11

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 regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

# Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>The School Board of Broward County, Florida</b></p> <p><b>2</b> Business name/disregarded entity name, if different from above</p>	
	<p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC      <input type="checkbox"/> C Corporation      <input type="checkbox"/> S Corporation      <input type="checkbox"/> Partnership      <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input checked="" type="checkbox"/> Other (see instructions) ▶ _____      <b>Education</b></p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>600 S. E. 3rd Avenue, Treasurer's Office, 2nd Floor</b></p> <p><b>6</b> City, state, and ZIP code <b>Fort Lauderdale, FL 33301</b></p>	<p>Requester's name and address (optional)</p>
	<p><b>7</b> List account number(s) here (optional)</p>	

**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.

<b>Social security number</b>									
or									
<b>Employer identification number</b>									
5	9	-	6	0	0	0	5	3	0

**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.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <u>11/27/2014</u>
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**General Instructions**

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

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

**Purpose of Form**

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

- Form 1099-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.*

Please be advised that Blanche Ely High School is a part of The School Board of Broward County, Florida and is not designated as a 501(c)(3) nor does it have Articles of Incorporation. The school is a governmental unit that is tax-exempt under Section 170(c)(1) of the Internal Revenue Code. Please refer to paragraph two of the attached letter from the IRS.

**IRS** Department of the Treasury  
P.O. Box 2508  
Cincinnati OH 45201

In Reply refer to: 0240366846  
Mar. 16, 2010 LTR 4076C EO  
59-6000530 000000 00 00013956  
BODCI TE

SCHOOL BD OF BROWD CNTY  
BROWARD COUNTY SCHOOL BOARD  
X SHARILLA LALJIE  
1643 N HARRISON PARKWAY BUILDING H  
SUNRISE FL 33323-2837

Federal Identification Number: 59-6000530  
Person to Contact: Mrs. Baker  
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This responds to your request for information about your federal tax status. Our records do not specify your federal tax status. However, the following general information about the tax treatment of state and local governments and affiliated organizations may be of interest to you.

**GOVERNMENTAL UNITS.** Such as States and their political subdivisions, are not generally subject to federal income tax. Political subdivisions of a State are entities with one or more of the sovereign powers of the State such as the power to tax. Typically they include counties or municipalities and their agencies or departments. Charitable contributions to governmental units are tax-deductible under section 170(c)(1) of the Internal Revenue Code if made for a public purpose.

**ENTITIES MEETING THE REQUIREMENTS OF SECTION 115(1)**  
An entity that is not a governmental unit but that performs an essential government function may not be subject to federal income tax, pursuant to Code section 115(1). The income of such entities is excluded from the definition of gross income as long as the income (1) is derived from a public utility or the exercise of an essential government function, and (2) accrues to a State, a political subdivision of a State, or the District of Columbia. Contributions made to entities whose income is excluded income under section 115 may not be tax deductible to contributors.

**TAX-EXEMPT CHARITABLE ORGANIZATIONS**  
An organization affiliated with a State, county, or municipal government may qualify for exemption from federal income tax under section 501(c)(3) of the Code, if (1) it is not an integral part of the government, and (2) it does not have governmental powers inconsistent with exemption (such as the power to tax or to exercise enforcement or regulatory powers). Note that entities may meet the requirements of both sections 501(c)(3) and 115 under certain circumstances. See Revenue Procedure 2003-12, 2003-1 C.B. 316.

SCHOOL BD OF BROWD CNTY  
BROWARD COUNTY SCHOOL BOARD  
X SHARILLA LALJIE  
1643 N HARRISON PARKWAY BUILDING H  
SUNRISE FL 33323-2837

0240366846  
Mar. 16, 2010 LTR 4076C EO  
59-6000530 000000 00 00013956

Most entities must file a Form 1023, Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code, to request a determination that the organization is exempt from federal income tax under 501(c)(3) of the Code and that charitable contributions are tax deductible to contributors under section 170(c)(2). In addition, private foundations and other persons sometimes want assurance that their grants or contributions are made to a governmental unit or a public charity. Generally, grantors and contributors may rely on the status of governmental units based on State or local law. Form 1023 and Publication 4220, Applying for 501(c)(3) Tax-Exempt Status, are available online at [www.irs.gov/eo](http://www.irs.gov/eo).  
We hope this general information will be of assistance to you. This letter, however, does not determine that you have any particular tax status. If you are unsure of your status as a governmental unit or state institution whose income is excluded under section 115(1) you may seek a private letter ruling by following the procedures specified in Revenue Procedure 2007-1, 2007-1 I.R.B. 1 (updated annually).

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

*Michelle H. Sullivan*

Michelle H. Sullivan, Deer, Mgr.  
Accounts Management Operations I



## **The School Board of Broward County, Florida**

Heather P. Brinkworth, Chair  
Donna P. Korn, Vice Chair

Lori Alhadeff  
Robin Bartleman  
Patricia Good  
Laurie Rich Levinson  
Ann Murray  
Dr. Rosalind Osgood  
Nora Rupert

Robert W. Runcie  
Superintendent of Schools

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sex or sexual orientation. The School Board also provides equal access to the Boy Scouts and other designated youth groups. Individuals who wish to file a discrimination and/or harassment complaint may call the Director, Equal Educational Opportunities/ADA Compliance Department & District's Equity Coordinator/Title IX Coordinator at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act Amendments Act of 2008, (ADAAA) may call Equal Educational Opportunities/ADA Compliance Department at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

**[browardschools.com](http://browardschools.com)**



## **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 The School Board of Broward County, Florida (name of the non-profit organization) for Internships: Pathways to Employment (title of the program) for the current fiscal year is: \$33,000.

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

1. The first will equal 25% of the total allocation or \$8,250.00; be issued in advance. For any funds advanced the RECIPIENT agrees to provide the CITY with an itemization of how funds advanced were spent, along with invoices and proof of payment. Such an accounting must be provided to the CITY in the quarterly financial report as indicated in Exhibit "A" Recipients Requirements, Contractual Responsibilities and Program Description. Failure to comply with this requirement may result in the denial of the future requests for payments.
2. The second will equal 25% of the total allocation or \$8,250.00; will be issued upon receipt AND approval of the second quarterly narrative and financial report (including any additional requested documents);
3. The third will equal 25% of the total allocation or \$8,250.00; will be issued upon receipt AND approval of the third quarterly narrative and financial report (including any additional requested documents);
4. The fourth payout will be the final 25% of the total allocation or \$8,250.00 and will be issued in upon receipt AND approval of the final quarterly narrative and financial report (including any additional requested documents).

## EXHIBIT C

### INSURANCE REQUIREMENTS: NON PROFIT ORGANIZATION

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

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

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

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

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

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

B. Liability Insurance.

(1) 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

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**AUTOMOBILE LIABILITY:** Minimum \$10,000/\$20,000/\$10,000

XX comprehensive form  
XX owned  
XX hired  
XX non-owned

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**REAL & PERSONAL PROPERTY**

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

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**EXCESS LIABILITY**

Per Occurrence Aggregate

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

Per Occurrence Aggregate

\_\_\_ \* Policy to be written on a claims made basis                    \$1,000,000                    \$1,000,000  
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(2) If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of Section 12 of the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

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

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

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





## ADDITIONAL REMARKS SCHEDULE

<b>AGENCY</b> Arthur J. Gallagher Risk Management Services, Inc.		<b>NAMED INSURED</b> The School Board of Broward County Risk Management - 11 Floor 600 SE Third Avenue Fort Lauderdale FL 33301	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Proof of insurance for Grant Funds.  
 Sexual molestation coverage is included in General Liability.