

# AGENDA

# Meeting #4 April 17, 2018

Hispanic Unity of Florida 5840 Johnson Street Hollywood, Fl 33021

Tuesday, April 17, 2018 -- 4:00 p.m.

Mission

Empowering immigrants and others to become self-sufficient, productive and civically engaged.

#### Hispanic Unity of Florida Board of Directors Meeting AGENDA Tuesday, April 14, 2018

#### We will start the meeting promptly at 4pm

1.	4:00pm	Call to Order/ Roll Call	Willy Gomez			
2.	4:05	Finance Andrew Fierman, Alberni Caballero & Company, L.L.P.& John Guerrero, Finance Committee (Distributed at meeting)Action				
3.	4:35	Finance         Willy Gomez           Approval of Broward County Public Schools Annual Lease Agreement	<b>Action</b> <i>pg</i> , 1-15			
4.	4:45	<ul> <li>Governance Governance Chair, Steve Sampier</li> <li>Board Member Emeritus Candidates</li> <li>Board Self-Assessments – Update from Angie Stone</li> </ul>	Action <i>pg.16-17</i> Information			
5.	4:55	<ul> <li>Development &amp; Marketing Shani Wilson &amp; Mari Naranjo</li> <li>Circle of Friends Open House – May 3 at HUF</li> <li>Review www.HUFCitizen.org (new citizenship pages)</li> </ul>	Information			
6.	4:57	Consent AgendaActionCharles TatelbaumConsent agenda items are items that may not need individual discussion and may be voted aAny Board member wishing to discuss an item may move to have it considered individually.				
		<ul> <li>i. Board Minutes March 2018</li> <li>ii. Governance Committee Minutes – April 2018</li> <li>iii. Advocacy Committee Minutes, March 2018</li> <li>iv. Marketing Committee Minutes, March 2018</li> </ul>	pg. 18-19 pg. 20-21 pg. 22 pg. 23-24			

(Marketing did not meet in February due to scheduling conflicts)

7. 5:00 pm Adjourn\*\*

16 Active Board members /9 required for quorum and vote

## **Save the Date**

Circle of Friends – Open House at HUF, May 3

Entrepreneur Summit, NSU - Friday, Sept. 28

\*\* No executive session this month as we need to adjourn by 5pm to allow Citizenship program to set up for class.

### Hispanic Unity of Florida BOARD OF DIRECTORS ATTENDANCE MATRIX

BOARD MEMBER	Apr 2017	May 2017	June 2017	July 2017	Aug 2017	Sep 2017	Oct 2017	Nov 2017	Dec 2017	Jan 2018	Feb 2018	Mar 2018
AKITI, Melida	Р	Р					Р	Р	Р	Р	Р	Р
CARDOZO, Carolina										Ρ	Р	Р
GARCIA, Rolando, Ph.D.							Р	Р	Р	P/T	Р	Р
GOMEZ, Willy	E	Р				Ca	Р	Р	Р	Р	Р	Р
GUERRERO, John	Р	Р				Cancelled	Р	Р	Ρ	Ρ	Р	E
HERZ, Dan				No	No No	d I	Р	E	Р	Р	Р	Р
LIMA, Hector	Р	P (T)		Me	Me	Ė	Р	P(T)	Е	Р	Р	Е
MAINGOT, Daphne				No Meeting	No Meeting	Hurricane Irma		Р	Р	Р	Р	P(T)
PARADOWSKI, Christina	Р	Р				ne Irr	P(T)	Р	Р	Р	Р	Р
PFISTER, Emma	E	E				na	Р	E	Р	Р	Р	Р
QUINTANA, AI	Р	Р					Р	Р	Е	Р	Α	P(T)
RODRIGUEZ, Lucia	Р	Р					E	Р	Ρ	Ρ	Р	P(T)
SAMPIER, Steve	Р	Р					Р	Р	Р	Ρ	Р	E
SCHEVIS, Daniel										P/T	Р	E
STONE, Angie										ш	Р	P(T)
TATELBAUM, Chuck	Р	Р					E	Р	Р	Р	Р	Р
Total Board Members	13	13					15	18	18	16	16	16
Present: P / T= Telephone	11	10					12	14	13	15	15	12
Excused: E	2	3					2	3	2	1	0	4
Absent: A	0	0					1	1	1	0	1	0
Board Members Present	85%	77%					80%	78%	83%	94%	94%	75%

From: Virginia Cielo-Basurto Sent: Thursday, April 12, 2018 5:41 PM To: Josie Bacallao

Attached is the annual School Board ESOL Lease. The changes by the school board are in red. The changes proposed by Tripp Scott are in blue. The comments are by the school board attorney.

There are 2 areas that Tripp Scott recommended that the school board's attorney stated no revision.

I have summarized the items below. In green is our recommendation.

Thank you, Virginia

### **ISSUE #1**

2.17.1 Liability

We proposed below and School Board attorney said No – see red type

Each party reserves the right to select its own counsel with the written approval of the other party and such approval will not be unreasonably withheld in any such proceeding and all costs and fees associated therewith shall be the responsibility of the indemnitor under this indemnification agreement.

Please delete. Requiring written approval erodes the right to select counsel. Y-OF FLORIDA, INC.

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#### Tripp Scott then stated to HUF:

Ok, this means that HUF is stuck with their choice and the billable rate of the attorney should the insurance not cover it as is the BCSB if it was HUF seeking the indemnity. I understand their position and would take it if I was representing the School Board, that said I disagree that it "erodes" the right to select counsel, it just gives the other party the opportunity to review and approve.

I checked the last 5 years of leases – the clause was always the same without the written approval recommendation.

#### 2013

Each party reserves the right to select its own counsel in any such proceeding and all costs and fees associated therewith shall be the responsibility of the indemnitor under this indemnification agreement.

#### 2017

Each party reserves the right to select its own counsel in any such proceeding and all costs and fees associated therewith shall be the responsibility of the indemnitor under this indemnification agreement.

#### **Recommendation:**

We are now in a position where we know the School Board will not change this paragraph under Liability in the Lease.

We believe that we should go forward and sign the lease as we have signed this lease for the last 5 years with the same wording as the School Board is requesting for 2018.

We need to get a signed lease back to the school board next week.

However, if at a later date, we feel that for whatever reason, that we should NOT continue with the lease in the absence of this clause, we can cancel the lease giving the school board 90 days notice.

#### ISSUE #2

2.06 ADA We proposed:

> 2.06 <u>ADA</u>. The Lessor hereby represents that Lessor is not aware of any violation in the Leased Premises meets all accessibility requirements of the Federal Americans with Disabilities Act (ADA), Florida Accessibility Code for Building Construction implemented under the Florida Americans with Disabilities Implementation Act, except as modified by State Requirements for Educational Facilities, for the use or occupancy intended by the SBBC.

School Board Attorney stated below and therefore, the language was kept the same.

I would prefer to keep the original language. You must make the business decision as to whether this language is acceptable.

Tripp Scott stated to HUF: Is HUF comfortable making the representation as to the ADA as set forth by the BCSB?

I checked the last 5 years of leases – the clause was always the same.

#### 2013

2.06 <u>ADA</u>. The Lessor hereby represents that the property herein meets all accessibility requirements of the Federal Americans with Disabilities Act (ADA), Florida Accessibility Code for Building Construction implemented under the Florida Americans with Disabilities Implementation Act, except as modified by State Requirements for Educational Facilities, for the use or occupancy intended by the SBBC.

#### 2017

2.06 <u>ADA</u>. The Lessor hereby represents that the property herein meets all accessibility requirements of the Federal Americans with Disabilities Act (ADA), Florida Accessibility Code for Building Construction implemented under the Florida Americans with Disabilities Implementation Act, except as modified by State Requirements for Educational Facilities, for the use or occupancy intended by the SBBC.

Recommendation: Approve no change in the clause as School Board is requesting. Virginia Cielo | COO/CFO <u>Hispanic Unity of Florida</u> | 5840 Johnson Street | Hollywood, FL 33021 Direct 954.342.0301 | Cell 954.907.1193 | Fax 954.964.8646 | Email <u>vcielo@hispanicunity.org</u> Check out our *NEW* website! <u>www.HispanicUnity.org</u>

#### **LEASE AGREEMENT**

**THIS LEASE AGREEMENT** is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between

#### THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"), a body corporate and political subdivision of the State of Florida, whose principal place of business is 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

#### HISPANIC UNITY OF FLORIDA, INC.

(hereinafter referred to as "Lessor"), whose principal place of business is 5840 Johnson Street, Hollywood, Florida 33021

**WHEREAS**, SBBC currently leases approximately 2,417 square feet of space for Community School South from the Lessor located at 5811 Johnson Street, Hollywood, Florida 33021 (the "Leased Premises") under that certain Lease Agreement dated June 1, 20167 by and between SBBC and Lessor with a term ending on May 31, 2018; and

**WHEREAS**, SBBC desires to extend the term of the lease for one (1) year for the lease of the Premises through May 31, 2019, and to allow for two (2) additional one (1) year renewal periods 18; and

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

#### ARTICLE 1 - RECITALS

1.01 **<u>Recitals</u>**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

#### ARTICLE 2 – SPECIAL CONDITIONS

2.01 Lease Term. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Lease Agreement shall be for a period of one (1) year from the date of award, and may at the sole discretion of SBBC, be renewable for two (2) additional one (1) year periods  $\frac{1}{2}$  (the "Renewal Term(s)")

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2.02 **Leased Premises**. The SBBC shall lease the following described property: 2,417 rentable square feet in the Lessor's Building located at 5811 Johnson Street, Hollywood, Florida, herein referred to as "Leased Premises" as more particularly described in **Exhibit A**, attached hereto, and incorporated herein for the Renewal Term(s) (defined below), at the rental terms and upon the other provisions set forth herein.

2.03 **Renewal Option.** The Lessor and SBBC (together, the "**Parties**") agree that SBBC shall have a renewal option subject to the following conditions: (i) SBBC shall not be in default of its obligations under the Lease or any other agreement with the Lessor at the time SBBC exercises such option to renew nor at the commencement of the pertinent renewal period, and (ii) SBBC shall provide Lessor with written notice exercising SBBC's right to renew (such notice is to be delivered not less than ninety (90) days before termination of the Renewal Term). SBBC's renewal shall be on the same terms and conditions as set forth in this Lease, provided that the annual rent during the Renewal Term shall be adjusted at the beginning of the renewal term in the manner set forth in Section 2.05(B).

2.04 <u>Hours of Operation</u>. The Leased Premises may be used twenty-four (24) hours a day for seven (7) days per week and for any lawful purpose.

#### 2.05 **<u>Rental</u>**.

- A. The fixed rent, including Common Area Maintenance (CAM) and certain utilities, as defined in Section 2.13, shall be \$4,060.26 per month payable on the first day of each month. The fixed rent shall be adjusted as set forth in Section 2.05(B).
- B. If SBBC elects to extend the lease the fixed rent shall be adjusted June 1<sup>st</sup> during the extended term of the lease ("Rental Adjustment Date"). The fixed rent payable in the year commencing on such Rental Adjustment Date shall be an amount equal to the product of (a) the fixed rent payable in the prior year, multiplied by (b) three percent (3%) and added to prior year's fixed payment.

2.06 <u>ADA</u>, The Lessor hereby represents that <u>Lessor is not aware of any violation in</u> the Leased Premises meets all accessibility requirements of the Federal Americans with Disabilities Act (ADA), Florida Accessibility Code for Building Construction implemented under the Florida Americans with Disabilities Implementation Act, except as modified by State Requirements for Educational Facilities, for the use or occupancy intended by the SBBC.

2.07 <u>Asbestos.</u> The Lessor hereby represents that the Leased Premises is free from friable asbestos as defined in the Asbestos Hazard Emergency Response Act (AHERA), 40 CRF Part 763, Asbestos Materials in Schools, October 30, 1987, and the current Florida State Requirements for Educational Facilities (SREF), whichever is more stringent.

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2.08 <u>**Transfer.**</u> The SBBC shall not assign or sublet the Leased Premises in this lease, or use said Leased Premises or any part thereof, for any purpose other than set out in the Lease Agreement without consent of the Lessor.

2.09 <u>Condition of Leased Premises.</u> SBBC shall accept the Leased Premises as they are at the time of occupancy. Removal or change of location of any appliance of equipment, occasioned by the SBBC's use of said Leased Premises, shall be made by the SBBC at the SBBC's expense, but no such removal or change shall be made without prior approval by the Lessor (which approval shall not unreasonably be withheld). Any appliance or equipment removed or relocated by SBBC shall be replaced as found.

2.10 <u>Heating and Air Conditioning</u>. The Lessor agrees to furnish to the SBBC heating and air conditioning for the Leased Premises during the term of the Lease Agreement at the expense of the Lessor. Heating and air conditioning services shall be provided for the days and times as indicated in paragraph 2.04 above.

2.11 <u>Light Fixtures</u>. The Lessor agrees to maintain in the Leased Premises light fixtures installed for the use of the SBBC. SBBC shall be responsible for replacement of all bulbs, lamps, tubes, and starters used in such fixtures for the purpose of furnishing light.

#### 2.12 Maintenance Repairs.

2.12.1 The Lessor shall provide for interior maintenance and repairs in accordance with generally accepted good practices, subject to the exclusions set forth in paragraphs 2.12.4 and 2.12.5.

2.12.2 The Lessor shall maintain and keep in good repair the exterior of the Leased Premises during the term of this Lease Agreement and shall be responsible for the replacement of all windows, doors and ancillary fixtures broken and damaged at the Leased Premises, except if such breakage or damage caused to the exterior of the Leased Premises by the SBBC, its officers, agents, employees, invitees or guests.

2.12.3 The Lessor shall keep the exterior in good order and repair, neat and clean, and generally in a safe and sanitary condition.

2.12.4 SBBC shall keep the interior neat and clean and in a generally safe and sanitary condition.

2.12.5 SBBC shall, at its sole cost and expense, undertake and provide for the cleaning of the Leased Premises. Lessor shall, at its sole cost and expense, undertake and provide for the cleaning of all other areas of the property other than the Leased Premises.

2.12.6 The Lessor shall maintain and keep in good repair all sidewalks and paved parking areas on the premises, except that SBBC shall repair damage to such areas caused by SBBC, its officers, agents, employees, invitees, and guests.

2.12.7 SBBC shall promptly give Lessor written notice of any Lessor responsible repairs pursuant to this Section, after which Lessor shall have a reasonable opportunity to repair. If Lessor refuses or neglects to commence necessary repairs, replacements, restorations, or maintenance within ten (10) days after receipt of written demand by SBBC, or does not adequately complete the same within a reasonable time thereafter, SBBC may, but shall not be obligated to, undertake such necessary repairs, replacements, restorations, or maintenance without incurring liability to Lessor for any loss or damage that may accrue to Lessor as a result of SBBC doing so. If SBBC undertakes such repairs, replacements, restorations, or maintenance, SBBC shall be allowed to deduct the reasonable costs incurred by SBBC in doing so from SBBC's remaining or future payments of Rent.

2.13 <u>Utilities</u>. The Lessor will promptly pay for all gas, water, power and electric light rates or charges which may become payable during the term of this Lease Agreement for the gas, water and electricity used by the SBBC on the Leased Premises, except as provided below. SBBC will promptly pay for electricity consumed by SBBC within the Leased Premises and telephone services for the Leased Premises. The parties acknowledge that the Leased Premises shall for electrical purposes be separately metered. In no event will the Lessor be liable for any interruption or failure in the supply of any of the Utilities, regardless of cause.

2.14 **Insurance.** SBBC shall maintain in full force and effect during the term of this Lease Agreement public liability and property damage insurance with respect to injury, death or damage occurring at the Leased Premises or arising out of Lease Agreement of the Leased Premises or otherwise arising out of any act or occurrence at the Leased Premises. Said insurance shall be in an amount of at least One Million Dollars (\$1,000,000) combined single limit per occurrence. The policies for the foregoing insurance shall name Lessor, and their partners, beneficiaries, trustees, officers, directors, agents and employees and such other parties as Lessor may designate as additional insured. At least one week prior to the first day of this Lease Agreement, SBBC shall furnish a certificate of insurance evidencing that such insurance is in effect and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Lessor thirty (30) days' notice.

2.15 **Inspection of Lessor's Records by SBBC**. The SBBC has the right to inspect and review any documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Lease Agreement that are in dispute <u>upon providing reasonable</u> written notice (up to two (2) weeks) to Lessor. and coordinating a mutually agreeable time for the inspection of records to take place at the Lessor's place of business within two (2) weeks of <u>SBBC's request</u>.

2.16 <u>Notice</u>. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:

Superintendent of Schools

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	The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301		
With a Copy to:	Director, Facility Planning and Real Estate The School Board of Broward County, Florida 600 Southeast Third Avenue – 8 <sup>th</sup> Floor Fort Lauderdale, Florida 33301		
With a Copy to:	Principal, Community School South The School Board of Broward County, Florida 1300 SW 32nd Court Fort Lauderdale, Florida 33315		
To Lessor:	President/CEO Hispanic Unity of Florida, Inc. 5840 Johnson Street Hollywood, Florida 33021		
With a Copy to:	Chief Financial Officer Hispanic Unity of Florida, Inc. 5840 Johnson Street Hollywood, Florida 33021		
igations under this Lease Agre	ction shall survive the termination of all performance or ement and shall be fully binding until such time as any this Lease Agreement is barred by any applicable statute of		
emnify, defend and hold the oth n and against any and all claims ure whatsoever arising out of or eunder, providing that if such cl the or concurrent negligence of	ent permitted by law, Lessor and SBBC each agree to er, including their officers, agents and employees, harmless a, damages, losses, liabilities, causes of action of any kind of because of the use and occupancy of any facilities licensed laim, damage, loss, liability or cause of action is due to the of the indemnitor and the indemnitee, their respective in the same proportion that the pegligent acts or omissions of	(	Formatte

inder from natur hereu joint responsibilities hereunder shall be in the same proportion that the negligent acts or omissions of each contributes thereto. This indemnification shall not be limited to the amount of comprehensive general liability insurance that each party is required to provide under this Lease Agreement.

Each party reserves the right to select its own counsel with the written appr party asonably withheld in any such proceeding and all costs and ted: Highlight

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fees associated therewith shall be the responsibility of the indemnitor under this indemnification agreement.

Compliance with the foregoing shall not relieve the indemnitor of any liability or other obligation under this Agreement.

Nothing contained herein is intended nor shall be construed to waive either party's right, immunities, and limits under the common law or Section 768.28, Florida Statutes.

2.18 **Parking.** SBBC shall have access and use to three (3) reserved parking spaces located directly in front of the property for use by teachers and staff. SBBC shall also have access and use to three (3) parking areas, to include parking spaces located adjacent to the Leased Premises and two parking areas located across the street from the Leased Premises for use by teachers, staff, students and SBBC guest. The parking spaces herein described are depicted in **Exhibit B**. SBBC shall have access to the parking spaces during the Hours of Operation outlined in Paragraph 2.04. Lessor shall keep and maintain the parking area adjacent to and across the street from the Leased Premises in good condition to allow for parking.

#### **ARTICLE 3 – GENERAL CONDITIONS**

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Lease Agreement and shall be fully binding until such time as any proceeding brought on account of this Lease Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Lease Agreement. None of the parties intend to directly or substantially benefit a third party by this Lease Agreement. The parties agree that there are no third party beneficiaries to this Lease Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Lease Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor**. The parties to this Lease Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Lease Agreement. SBBC shall not be responsible for social security, withholding taxes, and contributions to unemployment compensation funds or insurance for the Lessor or the Lessor's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 <u>Termination</u>. This Lease Agreement may be canceled with or without cause by either party during the term of this Lease Agreement hereof upon ninety (90) days written notice to the other parties of its desire to terminate this Lease Agreement. Lessor shall have no liability for any property left on the Leased Premises after the termination of this Lease Agreement. SBBC agrees that any of its property placed upon the Leased Premises pursuant to this Lease Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement.

3.06 **Default**. The parties agree that, in the event that either party is in default of its obligations under this Lease Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Lease Agreement may be terminated by the non-defaulting party upon thirty (30) days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 <u>Annual Appropriation</u>. The performance and obligations of SBBC under this Lease Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Lease Agreement, this Lease Agreement may be terminated by SBBC at the end of the annual period for which funds have been allocated. SBBC shall provide the Lessor with ninety (90) days' notice before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Lease Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

3.09 **Public Records**. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. Contractor shall keep and maintain public records required by SBBC to perform the services required under this Lease Agreement. Upon request from SBBC's custodian of public records, Contractor shall provide SBBC with a copy of any requested public records or to allow the requested public 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. Contractor shall 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 Lease Agreement's term and following completion of the Lease Agreement if Contractor does not transfer the public records to SBBC. Upon completion of the Lease Agreement, Contractor shall transfer, at no cost, to SBBC all public records in possess-ion of Contractor or keep and maintain public records required by SBBC to perform the services required under the Lease Agreement. If Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Lease Agreement, Contractor shall ensure that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Lease Agreement, for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC 's information technology systems.

IF A PARTY TO THIS LEASE AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE LEASE AGREEMENT, CONTACT CUSTODIAN PUBLIC RECORDS AT THE OF 754-321-2300. **REQUEL.BELL@BROWARDSCHOOLS.COM**, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SE 3rd Avenue, 11th Floor Ft. Lauderdale, FL 33301.

3.10 <u>Student Records</u>: Notwithstanding any provision to the contrary within this Lease Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC 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.

3.11 <u>Compliance with Laws</u>. Each party shall comply with all applicable federal state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 <u>Place of Performance</u>. All obligations of SBBC under the terms of this Lease Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue**. This Lease Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Lease Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

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

3.15 **<u>Binding Effect</u>**. This Lease Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 <u>Assignment</u>. Neither this Lease Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Lease Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference**. **Exhibit A** and **B** attached hereto and referenced herein shall be deemed to be incorporated into this Lease Agreement by reference.

3.18 <u>Captions</u>. The captions, section designations, section numbers, article numbers, titles and headings appearing in this Lease Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Lease Agreement, nor in any way affect this Lease Agreement and shall not be construed to create a conflict with the provisions of this Lease Agreement.

3.19 <u>Severability</u>. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Lease Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Lease Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 <u>**Preparation of Agreement**</u>. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Lease

Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 <u>Amendments</u>. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Lease Agreement and executed by each party hereto.

3.22 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Lease Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Lease Agreement shall not be deemed a waiver of such provision or modification of this Lease Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure**. Neither party shall be obligated to perform any duty, requirement or obligation under this Lease Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 <u>Survival</u>. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Lease Agreement.

3.25 <u>Agreement Administration</u>. SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Lease Agreement.

3.26 <u>Counterparts and Multiple Originals</u>. This Lease Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.27 <u>Authority</u>. Each person signing this Lease Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Lease Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Lease Agreement.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Lease Agreement on the date first above written.

#### FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

Nora Rupert, Chair

Approved as to form and legal content:

Office of the General Counsel

SBBC Lease Agreement with HISPANIC UNITY OF FLORIDA, INC.

ATTEST:

Robert W. Runcie Superintendent of Schools

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#### FOR LESSOR

(Corporate Seal)

#### HISPANIC UNITY OF FLORIDA, INC.

ATTEST:

By: \_\_\_\_\_\_ Josie Bacallao, President/CEO

Virginia Cielo-Basurto, COO/CFO

-or-

Witness

Witness

# The Following <u>Notarization is Required for Every Agreement</u> Without Regard to Whether the Lessor Chose to Use a Secretary's Attestation or Two (2) Witnesses.

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

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

The foregoing instrumen	t was acknowledged before me this	day of
, 20	_ by	of
	(Insert Name of Person)	
	, on behalf of the corp	oration/agency.

(Insert Name of Corporation or Agency)

 He/She is personally known to me or produced \_\_\_\_\_\_\_as
 as

 identification and did/did not first take an oath.
 (Type of Identification)

My Commission Expires: \_\_\_\_\_

Signature – Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No.

SBBC Lease Agreement with HISPANIC UNITY OF FLORIDA, INC.

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# February 2017 Board Meeting Board Member Profile: Jorge Gonzalez

Jorge joined the HUF board on September 2010. He has served HUF as its Treasurer and Finance Committee Chair since Jan 2012.

In 2016, just as his six year term was nearing to completion, Jorge was asked if he could serve an additional year as Treasurer and Chair of the Finance Committee. Jorge was asked to do this just as he announced his retirement from JM Family Enterprises as their Vice President of Corporate Taxes.

Jorge, has not only kept an eye on HUF's finances – he also has played other important roles.

- Jorge recruited three new finance committee members to serve on that committee two of which remain after nearly four years and one of whom joined the HUF Board, Rolando Mora.
- Jorge has hosted dinners to introduce HUF to new potential donors.
- He has tapped his network and asked them to contribute to HUF
- He was a key player in working with HUF (and advocating for us behind the scene) with The Jim Moran Foundation. The foundation gave HUF's its largest private foundation of \$350,00 per year for three years – or \$1.05M. And most recently made another two year - \$350,000 pledge totaling \$700.00.
- Most recently he participated deeply in HUF's 5-year strategic plan

Jorge has been an excellent HUF Ambassador – calling to thank donors for their contributions to HUF.

Jorge is a husband and a father of two successful young men. And, he also is an exceptional human being. In 2015 he donated one of his kidneys to his wife, Maria!

He is now enjoying retirement, in addition to private French lessons he takes apart HUFs financials and he and Virginia have a lovely time discussing performance rations.

We also now know him as one of HUF's premiere dessert chef. He makes a mean flan and key lime pie.

# April 2017 Board Meeting Board Member Profile: Malena Dorn

Malena joined the HUF board in 2011. However, Malena has been involved with HUF – often in the background –for more than 25 years.

In the late 1990's Malena *Mendez* (as she was called previous to becoming Mrs. Dorn), was an indispensable partner to then board member, Josie Bacallao. Josie was asked to take over and revive HispanicFest which the previous year had LOST money. Josie reached out to Malena who helped identify potential funders and assisted with overall event logistics. The event – pulled together in four months – had a positive gain.

Malena over the years was a Gala Committee volunteer and a mentor to both Josie and Margaret Sanchez in development.

Malena has contributed in many ways to HUF's success:

- She currently serves on the development committee (as a former board member) where most recently she has researched other organization's individual giving benefits
- She assisted in creating the benefits for the Circle of Friends program
- She has been the board's social director planning and coordinating several get together.
- Malena created a fundraiser for HUF with a local restaurant
- Malena has been the board's Santa Clause leading for several years, the board's Unity 4Kids Holiday Gift-Giving
- She has responded to our many client "emergency" appeals
- She has donated tickets to big shows to HUF clients and HUF staff
- Malena has hosted HUF board members at the Broward Center for board meeting and cocktail parties
- Malena has attended HUF's Empowerment Tours, introduced new people to HUF, thanked our donors, participated in in-depth program visits and represented HUF as an Ambassador at numerous events throughout the years.

Malena is known for incandescent warmth and charm, for her love of all things in the Keys and for her straight talk.

And, she read to our kids and entertained all for HUF!





In 2018 Malena introduced us to BBX Capital and Tower Club. HUF is cultivating both potential funders.

#### MINUTES March 13, 2018 Hispanic Unity of Florida Board of Directors Meeting

#### Call to Order

Chuck Tatelbaum called the meeting to order at 4:02pm.

#### Presentations

- **Rolando Mora**: Roly was thanked for his many years of service to HUF and was recognized with a plaque from the board. He joined HUF in 2009 on finance committee member and in 2013 became a board member. He eventually chaired the finance committee as well. Rolando shared that he is happy to help in future.
- Mission Moment: Josie Bacallao introduced Yonela Carusi, HUF's education manager. Yonela made a presentation on the Family Strengthening Program. The children and families are referred to HUF by the school principals. Each schools identifies specific risk factors but most come from unstable and/or single parent households. Case Managers oversee and evaluate families, assisting them in setting goals to achieve a positive environment for their families. The program pre-empts the foster system and the removal of these children. FSP is a prevention program and only one of two in Broward County that has group sessions. FSP assists with wrap around services including CWF, VITA, job readiness, etc. Melida Akiti mentioned that area code 33311, which is primarily African American, has the highest risk factors for children being taken away by CPS due to dangers in the home. Yonela profiled Maritzabel Rivera-James; she shared the story of Nelson (the father) whose children attend Gulfstream Elementary School. Nelson's sister was kidnapped and abused, which is why he and his two children came to America. He sought safety and better opportunities. Nelson was connected to a source for groceries and to Catholic Charities Legal Services where they helped him apply for political asylum. Nelson was very dedicated to the program, attending every single class. As a result, his whole life has improved in many ways. The kids now volunteer to help other families enrolled in FSP.
- Member to Member Meet-UP's: No updates. Chuck recommends board members trying to get to know one another.

#### Governance

- Program Visit by Carolina Cardozo: Shared her experience attending the Vocational Skills training
  program in February. She mentioned it takes place at Urban League and how knowledgeable HUF
  staff was. She was impressed by the scholarship offer at the end of class to reduce the cost of the
  test to become nationally accredited. At the end of the course, a National Certification is awarded.
  Dr. Garcia mentioned the possibility of hosting a class in the future at Broward College on a specific
  day and time. This offer would aid tremendously with the online registration component.
- Board Member Self-Assessments: Josie mentioned last year's self-assessments. Assessments are anonymous and this year they will be going to Felina Furer and Angie Stone. The link will be emailed in the near future. The purpose of the assessments, are to help board members know what they need to complete and assist in stronger engagement.

#### Development

Circle of Friends Donor Recognition Thank You event —March 15<sup>th</sup> at Chuck & Kitty Tatelbaum's Home. Shani Wilson is happy to help forward more invites, just give her a call or email. This event is to connect folks, thank them and introduce others to HUF. The guest speaker will be Tom Hudson who is the President of WLRN. This is not an ask event.

#### **Strategic Discussion**

HUF Policy and Protocol in Interactions with Immigration Agencies: Josie mentioned that presence of law enforcement in our parking lot in January prompted this protocol. She shared that our policy document is based on the template created by a New York legal group in support of NY nonprofits with immigration enforcement encounters at their agencies. Josie reviewed the draft document and went over examples of types of warrants ICE could present. HUF should be considered by ICE (based on their own definition)

a "special sensitive location" since HUF has a Pre-School on its premises. Currently, HUF is proactively giving clients "Know Your Rights" cards. Chuck suggested purchasing a Go Pro to video, should ICE come to HUF. Currently, mangers, front desk person and supervisors have had one meeting on the policy a second planning meeting with the management team will be set up for April. Once the policy is approved, it will be shared with entire HUF staff. Chuck said this is a management decision to create the protocol and therefore the board has been informed. It was decided, Chuck will send email to all board members to vote by email to accept the policy and have full board participation.

#### **Other Discussion**

- Chuck brought up lease agreement with Broward County. He suggested approving Josie to execute the agreement between HUF and Broward County as a Board Resolution. Motion by Willy Gomez and seconded by Melida Akiti. (Update: Our attorney identified some additional changes and the lease agreement must again be reviewed and voted on.)
- Promoting HUF: "Let's get HUF out there!" Chuck has inserted HUF in his work signature block. He is having shirts made to promote HUF. He will send out an email asking for sizes and has to order a minimum of 50. Appropriate for board members to get for their spouses too. The point is to become a walking promotion, so that people will stop and ask about HUF.

#### **Consent Agenda Motion:**

Dr. Rolando Garcia moved to accept the consent agenda and Emma Pfister provided the second. The motion passed.

#### Adjourned

Motioned to end meeting by Melida Akiti seconded by Dan Herz. Meeting was adjourned at 5:16pm.

#### **Executive Session**

The board members met briefly in executive session.



#### Governance Committee Meeting Minutes March 2, 2018

#### Present:

Conference Call In: Steve Sampier, Angie Stone, Christina Paradowski Josie Bacallao, Felina Rosales-Furer, Shani Wilson <u>Excused:</u> Maria Elena Ferrer, Barbara Grevior & Melida Akiti

#### Next Steps/Action Items:

- 1. Steve Sampier will reach out to Elizabeth Perez and Nicole Krauss two board member prospects.
- 2. Josie Bacallao will email the committee new board member candidate characteristic documents, emeritus description and requirements as well as board class dates. (Done)
- 3. Shani Wilson will work with Felina Furer on sending out board self-evaluations. (Done. Information sent to Angie Stone for distribution to individual board members.)

#### **Discussions**

- 1. February 2. 2018 minutes were approved to form. Motion: Christina Paradowski. Second Motion: Angie Stone. Minutes were approved.
- 2. New Board Member Candidates
  - a. Updates-No new candidates. Christina Paradowski recently reached out to Elizabeth Perez over the phone and she stated she was ready to join the board. Steve Sampier will reach out to Elizabeth and Nicole Krauss.
  - b. New board member candidate characteristics: Josie Bacallao will email committee documents of what was outlined previously for review. Christina asked if characteristics are on the referral form – yes there are. With Josie sharing the class dates document it will be much easier to unpack when members are terming out and what skill set will be necessary to fill the void.

(April Committee Meeting): The potential board member attributes will be reviewed at the April governance committee meeting and prioritized based on the future needs of the board such as board members scheduled to depart as well as committee chair positions which will need to be filled.

The above exercise will lay the foundation for the May strategic board retreat and the topic of recruiting new board members.

- c. (April Committee Meeting): Governance Committee phone calls: Will divide amongst the current board members in effort to find people who have characteristics we are looking for, have good connections, female candidates, Dade connections due to expansion and will be able to boost a committee. HUF will always be in need of an attorney, accountant and marketing individual.
- d. FYI ... New Development Committee had their first meeting recently, they are working on engaging current board members to tap into their connections.



- 3. Bylaw Changes
  - a. Affirm committee recommendation for two year terms for Chair, Chair Elect & Past Chair. Most likely to continue as two.
  - b. Structure of two year term: What system is in place to keep one on for a second year?
  - c. Elimination of the Vice Chair position if terms are two years. If only one year term then need position due to transitional period. This is a good point for Steve and Lucia Rodriguez to bring up with facilitator at May board retreat.
  - d. Christina is currently working on cleaning up the bylaws for Chuck's final review.
- 4. Angle Stone will work with staff (Felina Furer) for board self-assessments and will receive the future reports. No changes needed on the form. Steve mentioned having regular summary reports very helpful and would like these sent by Felina to Angle as the selfassessments are completed.
- 5. Other business
  - a. (April Committee Meeting) Malena Dorn and Jorge Gonzalez will be reviewed for Board Member Emeritus consideration. Josie will share with committee the history of what Malena and Jorge's history with HUF has been. Next step will be to have the committee make a recommendation (if any) and present to the board.
  - b. Board Retreat: Discussed the three questions and the need for a facilitator.
  - c. An overview of April's agenda was reviewed.
    - Review potential board member attributes and prioritize based on outgoing board members, officers and committee chairs
      - Board Member Emeritus- review two candidates and make recommendation
      - By Law Review
      - Updates (Retreat, potential new Board members, surveys

Next Meeting: Friday, April 6th, 2018 @9am



#### Public Policy & Advocacy Committee Meeting Minutes March 9, 2018-Conference Call

#### Present:

Josie Bacallao, Victoria Pinilla, Felina Rosales-Furer, Dan Schevis and Dr. Rolando Garcia Next Steps/Action Items: Excused: Sister Maria Elena, Carolina Cardozo, Dick Blattner and Robert Holroyd & John Hart

- 1. Josie Bacallao will send out a package by Monday to the committee on the policy items which Felipe Pinzon and Victoria Pinilla will advocate on during their DC visit.
- 2. Victoria Pinilla will send Dr. Garcia the job description for an intern.

#### **Discussions**

- 1. Approval of February minutes. Motion by Dan Schevis. Seconded by Dr. Rolando Garcia
- 2. Legal Clinic
  - Update: Feb 24<sup>th</sup> at NSU. According to Adonia, it was the best run clinic *ever*. A lot of space, one room per topic/legal circumstance. At Noon they began to turn away clients because of limited attorney capacity. There were 56 clients who received services that day. We had only four lawyers.
  - Next Clinic is April 21<sup>st</sup> at Oakland Park in Pompano area. This area hasn't received a lot of support in the past. Recruiting more immigration attorneys will be important for the future. Next clinics are scheduled for June at Ana G. Mendez University and in June back at HUF.
- 3. DACA Update: The March 5<sup>th</sup> deadline has come and gone. Dreamers can continue to apply for renewal and that out is to be determined. The state of California and New York has filed lawsuits.
- 4. Closing of Florida Legislative Session Update--
  - HB9/SB 308: Stopped in the senate. All the calls to the handful of committee members worked! Public pressure caused the bill not to be heard in judiciary committee.
- 5. UnidosUS Legislative Days—March 19-21 in Washington D.C
  - Felipe Pinzon and Victoria Pinilla are the spokespersons from HUF going to DC. Similar advocacy topics as last year. They will meet with legislative aids and try to go with a UnidosUs affiliate.
- 6. Victoria has scheduled meetings with most of the Broward and key Miami-Dade delegation.
- 7. Discussion: In the past it was thought there were ICE agents in our parking lot. It might have been law enforcement group having a meeting or using the parking lot as a staging area, per Hollywood Chief of Police. However, this prompted HUF to create an ICE protocol which will be reviewed at Tuesday's board meeting.

Next Meeting: Friday, April 13th @9am



#### Marketing Committee Meeting Minutes April 4, 2018

#### Present:

(In person) Maguana Jean, Monica Torres, Becky Leung (phone), Marilyn Oliva (phone), Maria Alexandra Sanchez (phone) Josie Bacallao (phone), Shani Wilson, Felina Rosales-Furer, Mari Naranjo <u>Excused:</u> Lucia Rodriguez, Al Quintana, Mindy Figueroa, Michael Farver

#### Next Steps/Action Items:

- 1. Mari Naranjo is working on the media kit for the Citizenship program which will include social media, videos, posters, press release in traditional and digital formats.
- 2. Mari will be sharing the Citizenship press release as soon as it is released.

#### **Discussions**

#### 1. Citizenship Miami-Dade Launch

Mari gave an update on Miami with Citizenship classes project. Marketing and communication are the main needs. Announcement will be launched next week. (Update: postponed). Latin2Latin is helping promoting the news in the media. The press release will be in Spanish and English.

- Univision producing and running PSA's (new HUF annual partners). We will also capture pictures with
  professional photographer for a visual story to look appealing. Hufcitizen.org is our live website. New Instagram
  page is dedicated "@hispanicunity" to Citizenship.
- Josie Bacallao mentioned Caraco that would be the ideal radio station to advertise on since it reaches a large Latin audience.
- Mari is working with Monica on digital ad word campaign. This could be very beneficial and will be around \$200.
- HUF website has a citizenship banner and all banners will link to the citizenship site. Perhaps in the future we
  will purchase Facebook and Instagram ads. We will also need to test out hashtags to see what's resonating with
  the audiences.
- We need media contacts and partners who can share information on Citizenship in Miami and promote to their constituents who would benefit from the information. We have images and sample postings for our Marketing partners, a toolkit to help promote which is very similar to VITA. Mari asked the committee to share contacts with her.

#### 2. CRM Discussion

Shani Wilson outlined the current processes and tools being used to manage donor and funder relationships and activities. She is interested in having the marketing committee assist her and Mari with an analysis of what HUF should have, what are our options, and gaps and then eventually vetting systems and vendors and guiding its implementation.

- We currently do lots of tracking on multiple spreadsheets: Combined with outlook reminders that's how we operate. Also using Donor Perfect as a database. It is robust and has a lot of importing and exporting capabilities. This captures proposals, contacts and gift contributions. Thank you's that go out after are also captured there too. Donor Perfect can only send a text based email; design is better than in Constant Contact. Currently pay \$2300 a year for Donor Perfect and \$192 a month plus other tools using.
- To track volunteers and their activities we use Google form, emails and spreadsheets.
- Google alerts and Hootsuite are used to keep updated and to schedule social media. Payment processing is done by an online system Network for Good.
- Goals for the wish list to combine all of the tools. Features that could be used across all audiences and streamline it. We would like to connect donors and help engagement in Marketing efforts. Better security, capture data from specific campaigns. Web traffic that feeds CRM and RSVP's and reminders for events. Public event calendar and internal private calendar to know what is needed and next task to touch donors. Access from anywhere. Customize reports to different committees. Provider support for technical issues. Then specific needs for each stakeholder, example would be invoicing, tax receipt and event sign up.
- Benefits of CRM analysis donors and good quality data. We also have to be realistic about what we need and the cost. It will take learning and transitional period once implemented.
- In the meantime we are planning on getting more data for the CRM by working with our Board Members and those in Circle of Friends. Who brought who to HUF is an important detail. Felipe is working with ECS on getting



client information on a separate database. Currently we have about 5000 contacts. Active contacts are under 1000. (estimate)

- Just to name a few CRM options: Salsa, Nation Builders, Salesforce are some of the few CRM providers we are looking into. Timing on a CRM is in 2019. First or second quarter of next year we can narrow down to two vendors then transition into using a system. We will need to outline all of the services were currently using to find out current cost and then figure out what budget will be.
- Identify that CRM's have customizable ways to input the information because of the different audiences. Look for a non-profit discount as well. It was suggested, we talk to someone else in our industry who is already using CRM to see who they picked and why.

#### Next Meeting:

Wednesday, May 2nd, 2018 @8:30am-9:30am