

MISCELLANEOUS APPROPRIATIONS CONTRACT

THIS CONTRACT is signed this ___ day of _____, 2019, by the City of Pompano Beach (“City”) and MLK Memorial Committee of Pompano Beach Florida, Inc., a Not For Profit Corporation authorized to do business in the State of Florida (“Recipient”).

WHEREAS, the City of Pompano Beach has appropriated for its current Fiscal Year 2019-20 (October 1st through September 30th), the sum of \$15,000 to RECIPIENT, to conduct a program entitled or activity as described in Exhibit “A” Recipients Requirements, Contractual Responsibilities and Program Description which is attached hereto and incorporated herein by reference, for the period beginning October 1, 2019 and ending September 30, 2020; and

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

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

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

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

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

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

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

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

7. Contract Administrators, Notices and Demands.

A. Contract Administrators. During the term of this Contract, the City's Contract Administrator shall be City Manager or Designee and the Recipient's Contract Administrator shall be Byron Hall (or their authorized written designee) as further identified below.

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

If to Recipient: Byron Hall
President
Pompano Beach MLK Committee
PO Box 833
Pompano Beach, FL 33060
Office: (754) 214-7004
Email: bphcorp@yahoo.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. Except as expressly provided herein, no liability shall attach to the City by reason of entering into this Contract.

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

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

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

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

14. Non-Assignability and Subcontracting.

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

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

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

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

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

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

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

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

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

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

PUBLIC RECORDS CUSTODIAN

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

CITY CLERK

100 W. Atlantic Blvd., Suite 253

Pompano Beach, Florida 33060

(954) 786-4611

RecordsCustodian@copbfl.com

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

22. Waiver and Modification.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

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

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To From:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ 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"

MLK Memorial Committee of Pompano Beach Florida, Inc.
(Print or type name of company here)

Witnesses:

Robert Wilson

Robert Wilson

(Print or Type Name)

Vaughn Cox

Vaughn Cox

(Print or Type Name)

By: Byron Hall

Print Name: Byron Hall

Title: President

Business License No. 47-4426833

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 7 day of September, 2019, by Byron Hall as President of MLK Memorial Committee of Pom Bch, 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:



MONICA K. JOHNSON
MY COMMISSION # GG 013212
EXPIRES: July 19, 2020
Bonded Thru Budget Notary Services

Monica Johnson

NOTARY PUBLIC, STATE OF FLORIDA

Monica Johnson

(Name of Acknowledger Typed, Printed or Stamped)

GG013212

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 30th

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

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

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

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

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

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

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

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

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

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: MLK Memorial Committee of Pompano Beach Florida, Inc.

Program funded: MLK Day Memorial Events

Amount funded: \$15,000

Program description: 1. Annual Prayer Free Breakfast: Open to the Public - Larkin Center. This event is an opportunity for us to bring all faiths together to unite under the premise of diversity and inclusion in line with Dr. King's teachings. Dr. King was a man of faith and a minister. 2. Annual Youth Summit: 4 Pompano High Schools bused into the Pompano CCC - Students are treated to a day of empowerment, leadership, inspiration, and motivation based on the teachings of Dr. King. 3. Annual MLK Week Kick Off Event: Break the Stage Dance competition: As a way to attract youth to get involved, this dance competition as an outlet to showcase their talents and have fun doing it while we weave in the teachings Dr. King. 4. 5-Day Teen Basketball Classic: Playoff: Ages 10-18 - held at: Mitchell Moore Recreation Center 5. Annual MLK Street Parade - Parade Route Mitchell Moore to Ely High School. 6. Annual MLK Day Concert & Celebration - (post-parade event) Ely High School / Pompano Amphitheater.

| | |
|------------------|---|
| Form Name: | City of Pompano Beach 2019-2020 Nonprofit Sponsorship Application |
| Submission Time: | May 10, 2019 11:29 am |
| Browser: | Safari 12.0.2 / OS X |
| IP Address: | 104.12.107.141 |
| Unique ID: | 503709405 |
| Location: | 26.303100585938, -80.27010345459 |

About Your Organization

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

Full Name of Nonprofit: Pompano Beach Martin Luther King Memorial Committee

Mission of Nonprofit: Commemorating the legacy of Dr. Martin Luther King Jr through events that improve community relationships, community engagement, public education, public health, awareness, and diversity.

Brief Overview of Nonprofit: MLK Memorial Committee serves as the catalyst for greater cultural acceptance and community unification in Pompano Beach and its surrounding areas. Diversity is the key and while we honor Dr. King, we strive to promote diversity and awareness.

Nonprofit Website: www.pompanomlkday.com

Which Funding Priority Does Your Nonprofit Qualify For: Community Events

Type of Organization - select the one that best applies: Civil Rights

Executive Summary of How Nonprofit will use City of Pompano Beach Funding: The MLK Memorial Committee uses COPB funding for 6 Free Annual events: 1. Annual MLK Prayer Breakfast. 2. Annual 5-Day Teen Basketball Classic. 3. Annual MLK Memorial Kick Youth Dance Competition- Off at the Ali Center. 4. Annual Pompano Beach High School Youth Summit. 5. Annual MLK Day Parade 6. Annual MLK Day Celebration Concert.

How Does Your Nonprofit/Program Fit the Guidelines and Funding Interests?

1. Work Force Readiness: The Youth Summit prepares at-risk teens with life skills to avoid making poor life choices.
2. Education: The Youth Summit draws students from 4 local High Schools. The Summit helps children in underperforming schools acquire the knowledge, skills, and behaviors they need to succeed in school, college or career pathways.
3. Senior Assistance: While the Annual prayer breakfast is not exclusively for seniors, it is mostly attended by seniors who are unable to walk the Annual MLK Parade Route. The breakfast, entertainment, and motivational speaker are always free to attendees.
4. Historical & Iconic Community event within Pompano Beach: The Annual MLK Day Parade is the 2nd largest MLK Day Parade in Broward County, averaging between 7000-8000 attendees, depending on the weather. The parade highlights the rich cultural make-up of the community and supports the use of the growing downtown and Innovation District as an event venue. The 5-day Basketball Classic is held at Mitchell Moore Recreational Center. A dozen local teams ranging in ages from 10-18 yrs compete for trophies, prizes, and bragging rights. The event fosters friendships among youths, decreasing the potential for teen violence. Broward Sheriffs Office (BSO) also sponsors a team and BSO deputies interact with young adults and community members in a non-confrontational setting, promoting better policing and improved police civilian relationships.

Statement of Need:

We need approximately \$50,000.00 to meet the expectations of the communities we serve.

Include a Description of the Geographic Area You Serve:

All of Pompano Beach

Does Your Organization Receive Matching Funds?

No

About Your Board of Directors

Board Disabled

0

Board Minorities

12

Board Seniors

1

Total Board Members

15

Program/Event Information #1

Will your organization be hosting an event on City property?

Yes

| | |
|--|--|
| Which are you applying for? (Program/Event) | Event |
| Program/Event Name | MLK Day Memorial Events |
| Type of Program/Event | Community Event |
| Describe the program/event succinctly: | <p>1. Annual Prayer Free Breakfast: Open to the Public - Larkin Center. This event is an opportunity for us to bring all faiths together to unite under the premise of diversity and inclusion in line with Dr. King's teachings. Dr. King was a man of faith and a minister.</p> <p>2. Annual Youth Summit: 4 Pompano High Schools bused into the Pompano CCC - Students are treated to a day of empowerment, leadership, inspiration, and motivation based on the teachings of Dr. King.</p> <p>3. Annual MLK Week Kick Off Event: Break the Stage Dance competition: As a way to attract youth to get involved, this dance competition as an outlet to showcase their talents and have fun doing it while we weave in the teachings Dr. King.</p> <p>4. 5-Day Teen Basketball Classic: Playoff: Ages 10-18 - held at: Mitchell Moore Recreation Center</p> <p>5. Annual MLK Street Parade - Parade Route Mitchell Moore to Ely High School.</p> <p>6. Annual MLK Day Concert & Celebration - (post-parade event) Ely High School / Pompano Amphitheater</p> |
| Elaborate on your program/event objectives. How do you plan on using the funding to solve the problem? | <p>Most major cities in America honor Dr. King with huge celebrations during his birthday. Dr, King was clearly a Civil Rights leader and American Hero. While the older generations still honor and respect him, many of the younger generations have lost touch with the historical significance of Dr. King and his legacy. It is our duty to continue to teach and educate people especially in a world that seems to be regressive rather than progressive. Our communities are struggling with a lack of diversity and inclusion. Hatred, racism, and violence have reared it's an ugly head and it is our goal to change this and continue to promote the teachings of Dr. King and celebrate his ways of non-violence, diversity, inclusion, and peace. Our goal to enhance our communities and make sure our future generations can co-exist peacefully with other people, communities and faiths.</p> |
| What are the outcomes of your program/event? | <p>Improved community relationships among fellow citizens</p> <p>Improved community relationships with local police & citizenry</p> <p>Less gang activity in Pompano Beach</p> |
| Estimated # of Attendees at the Program/Event (select the one that best applies) | 501-1,000 |

| | |
|--|------|
| Please Specify the Number of City of Pompano Beach Residents Your Organization will Serve if the Program/Event is Funded: | 8000 |
|--|------|

| | |
|---|---|
| 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. | <p>The Annual Prayer Breakfast: annual attendance is between 275-300. 90% of attendees are seniors over the age of 60.</p> <p>The Annual Youth Summit: attendance is 350-400 High School Students. 100% are high school students, specifically 11th graders. Ages: 15-17 years old.</p> <p>The Annual 5 - Day Basketball Classic: participation and audience attendance is approximately 175-200 people. Participants range in age from 10-18 years old. There are approximately 8 to 12 teams; 6 to 10 team members, plus a coach, per team. The audience and spectators cover all age groups.</p> <p>The Annual MLK Kick Off Event Youth Dance Competition- average annual attendance is 100-125 people. 90% of attendees are youth who have come to participate in the dance-off competition or support a team or friends. This event is open to all youth in Pompano Beach.</p> <p>The Annual MLK Day Parade: annual attendance is approximately 7000 to 8000 residents and visitors. Participation is recorded by the number of promotional giveaways distributed. The Annual MLK Day Concert & Celebration: annual attendance is between 250 to 300 people. Attendance has been declining due to the lack of credible entertainment. Attendance has been declining from a high in 2013 & 2014 of almost 1000 people.</p> <p>Total Population Affected: 8000+ residents. All age groups.</p> |
|---|---|

| | |
|-------------------------------------|--------------|
| Start Date of Program/Event: | Jan 11, 2020 |
|-------------------------------------|--------------|

| | |
|-----------------------------------|--------------|
| End Date of Program/Event: | Jan 20, 2020 |
|-----------------------------------|--------------|

| | |
|--|-----|
| Does your program/event have a start time/end time? | Yes |
|--|-----|

| | |
|-------------------------------------|----------|
| Start Time of Program/Event: | 08:00 AM |
|-------------------------------------|----------|

| | |
|-----------------------------------|----------|
| End Time of Program/Event: | 06:00 PM |
|-----------------------------------|----------|

| | |
|-------------------------------------|------------------------------------|
| Name of Program/Event Venue: | MLK Parade and Celebration Concert |
|-------------------------------------|------------------------------------|

| | |
|---|--|
| Address of Program/Event Venue Location: | <p>Mitchell Moore Recreational Center</p> <p>901 NW 10th Street</p> <p>Pompano Beach, FL 33060</p> |
|---|--|

| | |
|--|--------|
| Attire of Program/Event (select the one that best applies): | Casual |
|--|--------|

List any Benefits or Amenities the City of Pompano Beach Receives:

Promotional benefits include:
Platform showcasing all local leaders, politicians, religious organizations & business owners and the commitment to residents of Pompano Beach
All events open and free for residents and business of Pompano Beach
City logo and logos of City venues on all marketing collateral and website
Participation of elected officials in all events
Promoting community engagement
Enhancing life experience for youth within the community

| | |
|--------------------------|-------|
| Amount Requested: | 50000 |
|--------------------------|-------|

| | |
|---|----|
| 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: | Break the Stage MLK Step Dance Contest & Unity Fest |
|-----------------------|---|

| | |
|------------------------------|---|
| Description of Event: | Held at the Ali Cultural Center, this invites youth dancers, dance teams and step teams to showcase their dance talents and unite to celebrate and honor Dr. King. This event was specifically designed to get the youth population of Pompano to get involved in celebrating and honoring Dr. King through an activity they love. Dance genres include spiritual, ballet, African, tap, Jazz, Hip Hop, Latin and much more. The event ends with a dance party for youth in a safe and fun environment. |
|------------------------------|---|

| | |
|-----------------------|--------------|
| Date of Event: | Jan 17, 2020 |
|-----------------------|--------------|

| | |
|-----------------------------|----------|
| Start Time of Event: | 06:00 PM |
|-----------------------------|----------|

| | |
|---------------------------|----------|
| End Time of Event: | 10:00 PM |
|---------------------------|----------|

| | |
|-----------------------------|---------------------|
| Name of Event Venue: | Ali Cultural Center |
|-----------------------------|---------------------|

| | |
|---|--|
| Address of Event Venue Location: | 353 Dr Martin Luther King Blvd. Pompano Beach, FL 33060 |
|---|--|

| | |
|---|--------|
| Attire of Program/Event (select the one that best applies) | Casual |
|---|--------|

Additional Information

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

Our organization is best suited to serve the city's interest in several ways:

1. Highlighting the rich and diverse culture of Pompano Beach. All races participate and are welcome at our events. Anyone can attend our meetings
2. We intentionally host our events at multiple city-owned venues to bring community awareness to the expansion occurring within city limits.
3. Our Board is comprised of community residents and civic-minded people who hold the interest of Pompano Beach, close at heart.
4. Our organization is very transparent.
5. Our organization has been hosting MLK Memorial Events for over 35+ years and is an example of a successful public-private cooperative. Pompano's successful relationship with our organization extends through multiple generations.

Any other information you wish to share?

Almost all American cities have taken the responsibility of internally organizing and hosting MLK Memorial Events. Our consistency and track record of success, reduces COPB use of city funds, employees and resources for an event the public would expect, even if we did not exist.

City of Pompano Beach Funding History

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

Yes

If yes, when was the most recent year?

2019

What was the name of program/event funded?

Annual Pompano Beach MLK Parade and Celebration

How much was the funding for this program/event?

1500

Requested Budget Information

What is the total value your nonprofit is applying for?

50000

If you are not awarded the full funding requested for your event/program, will you be able to complete your project?

No

Are you including the following:

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

Upload your documents: All items are mandatory.

Itemized Budget - Please provide a 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/3276970/72077528/503709405/72077528_mlk_2020_budget_.pdf

W9

https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077535/503709405/72077535_w9_undated.pdf

IRS Letter

https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077552/503709405/72077552_new_ein_july_2015.pdf

List of Board of Directors

https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077556/503709405/72077556_pompano_beach_mlk_committee_board.pdf

Articles of Incorporation

https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077558/503709405/72077558_articles_of_amendment_december_2015.pdf

Charity/Organization Contact

Name

Byron Hall

Title

President

Email

bphcorp@yahoo.com

Phone Number

(754) 214-7004

Address

Pompano Beach MLK Committee
PO Box 833
Pompano Beach , FL 33060

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

DEPARTMENT OF THE TREASURY

Date: JUL 15 2015

MLK COMMITTEE OF POMPANO BEACH
FLORIDA INC
PO BOX 883
POMPANO BEACH, FL 33060-0000

Employer Identification Number:
47-4426833
DLN:
26053590002225
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
509(a)(2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
June 25, 2015
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

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

Letter 5436

Sincerely,

Tommy Rippard

Director, Exempt Organizations

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

| | |
|---|--|
| 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <i>MLK Committee of Pompano Beach FL Inc</i> | |
| 2 Business name/disregarded entity name, if different from above <i>MLK Memorial Committee of Pompano Beach</i> | |
| 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <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 <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input checked="" type="checkbox"/> Other (see instructions) ► _____ | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <i>501C3</i> Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small> |
| 5 Address (number, street, and apt. or suite no.) See instructions. <i>P.O. Box 883</i> | Requester's name and address (optional) |
| 6 City, state, and ZIP code <i>Pompano Beach, FL 33061-0883</i> | |
| 7 List account number(s) here (optional) | |

Part I Taxpayer Identification Number (TIN)

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

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

| | | | | | | | | | | | |
|--------------------------------|--|--|--|---|--|--|--|---|--|--|--|
| Social security number | | | | | | | | | | | |
| | | | | - | | | | - | | | |
| or | | | | | | | | | | | |
| Employer identification number | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

| | | |
|-----------|---|----------------------|
| Sign Here | Signature of U.S. person ► <i>[Signature]</i> | Date ► <i>8/7/19</i> |
|-----------|---|----------------------|

General Instructions

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

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

Purpose of Form

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

- Form 1099-DIV (dividends, including those from stocks or mutual funds)

- 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.

Request for Taxpayer Identification Number and Certification

(Substitute Form W-9)

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. UNLESS I HAVE CHECKED ONE OF THE BOXES BELOW, I am not subject to backup withholding either because 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 the IRS has notified me that I am no longer subject to backup withholding (does not apply to real estate transactions, mortgage interest paid, the acquisition or abandonment of secured property, contributions to an Individual Retirement Arrangement (IRA), and payment other than interest and dividends).
3. I am a U.S. citizen or other U.S. person. ☐ I am subject to backup withholding ☒ I am exempt from backup withholding
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. (Does not apply to U.S. based accounts)

Entity Name:

MLK MEMORIAL COMMITTEE OF POMPANO

Taxpayer Identification Number (TIN):

47-4426833

TIN Certification Signature:

☐ Submit manually☐ Signature not required

Date:

01/12/2016

Certification Signature

I certify that the name designated above is the new legal name for the entity I represent and is recognized as such under applicable law.


Owner/Key Individual/Trustee Name

DALE GIBSON

Position/Title:

Sales

Owner/Key Individual/Trustee Signature

☐ Submit manually☐ Signature not required

Date:

01/12/2016

Customer Copy



FLORIDA DEPARTMENT OF STATE
Division of Corporations

December 23, 2015

Dale Gibson
MLK Committee of Pompano Beach Florida
P.O. Box 883
Pompano Beach, FL 33060

Re: Document Number N15000006382

The Articles of Amendment to the Articles of Incorporation for MLK COMMITTEE OF POMPANO BEACH FLORIDA, INC which changed its name to MLK MEMORIAL COMMITTEE OF POMPANO BEACH FLORIDA, INC., a Florida corporation, were filed on December 21, 2015.

The certification requested is enclosed.

Should you have any question regarding this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Annette Ramsey
Regulatory Specialist II
Division of Corporations

Letter Number: 815A00026882

State of Florida



Department of State

I certify from the records of this office that MLK MEMORIAL COMMITTEE OF POMPANO BEACH FLORIDA, INC. is a corporation organized under the laws of the State of Florida, filed on June 25, 2015, effective June 25, 2015.

The document number of this corporation is N15000006382.

I further certify that said corporation has paid all fees due this office through December 31, 2015, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Twenty-third day of December, 2015



CR2EO22 (1-11)

Ken Detzner

Ken Detzner
Secretary of State



**FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS**

Attached is a form for filing *Articles of Amendment* to amend the articles of incorporation of a *Florida Not for Profit Corporation* pursuant to section 617.1006, Florida Statutes. This is a basic amendment form and may not satisfy all statutory requirements for amending.

A corporation can amend or add as many articles as necessary in one amendment.

- The original incorporators cannot be amended.
- If amending the name of the corporation, the new name must be distinguishable on the records of the Florida Department of State. A preliminary search for name availability can be made through the Division's website at www.sunbiz.org. You are responsible for any name infringement that may result from your corporate name selection.
- If amending the registered agent, the new agent must sign accepting the appointment and state that he/she is familiar with the obligations of the position.
- If amending/adding officers/directors, list titles and addresses for each officer/director.

**If a section is not being amended, enter N/A or Not Applicable.
The document must be typed or printed and must be legible.**

The document must be typed or printed and must be legible.

Pursuant to section 617.0123, Florida Statutes, a delayed effective date may be specified but may not be later than the 90th day after the date on which the document is filed.

| | |
|---|--|
| Filing Fee | \$35.00 (Includes a letter of acknowledgment) |
| Certified Copy (optional) | \$8.75 |
| Certificate of Status (optional) | \$8.75 |

Send one check in the total amount made payable to the Florida Department of State.

Please include a letter containing your telephone number, return address and certification requirements, or complete the attached cover letter.

Mailing Address

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

For further information you may call the Amendment Section at (850) 245-6050

COVER LETTER

TO: Amendment Section
Division of Corporations

MLK Committee Of Pompano Beach Florida, Inc

NAME OF CORPORATION: _____

N15000006382

DOCUMENT NUMBER: _____

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Dale Gibson

(Name of Contact Person)

MLK COMMITTEE OF POMPANO BEACH FLORIDA INC

(Firm/ Company)

P.O. BOX 883

(Address)

POMPANO BEACH, FLORIDA. 33060

(City/ State and Zip Code)

dale4gibson@gmail.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Dale Gibson

954

554-3454

at

(Name of Contact Person)

(Area Code)

(Daytime Telephone Number)

Enclosed is a check for the following amount made payable to the Florida Department of State:

☐ \$35 Filing Fee

☐ \$43.75 Filing Fee &
Certificate of Status

☐ \$43.75 Filing Fee &
Certified Copy
(Additional copy is
enclosed)

☒ \$52.50 Filing Fee
Certificate of Status
Certified Copy
(Additional Copy is
Enclosed)

Mailing Address

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Articles of Amendment
to
Articles of Incorporation
of

MLK COMMITTEE OF POMPANO BEACH FLORIDA, INC

(Name of Corporation as currently filed with the Florida Dept. of State)

N15000006382

(Document Number of Corporation (if known))

Pursuant to the provisions of section 617.1006, Florida Statutes, this ***Florida Not For Profit Corporation*** adopts the following amendment(s) to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

MLK MEMORIAL COMMITTEE OF POMPANO BEACH FLORIDA, INC

The new

name must be distinguishable and contain the word "corporation" or "incorporated" or the abbreviation "Corp." or "Inc." "Company" or "Co." may not be used in the name.

B. Enter new principal office address, if applicable:

(Principal office address **MUST BE A STREET ADDRESS**)

1711 MARTIN LUTHER KING BLVD

POMPANO BEACH, FLORIDA 33069

C. Enter new mailing address, if applicable:

(Mailing address **MAY BE A POST OFFICE BOX**)

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent:

DALE GIBSON

1711 MARTIN LUTHER KING BLVD

(Florida street address)

New Registered Office Address:

POMPANO BEACH

33069

(City)

, Florida

(Zip Code)

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

Signature of New Registered Agent, if changing

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:

(Attach additional sheets, if necessary)

Please note the officer/director title by the first letter of the office title:

P = President; V= Vice President; T= Treasurer; S= Secretary; D= Director; TR= Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.

Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change, Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.

Example:

| | | |
|-----------------|-----------|--------------------|
| <u>X</u> Change | <u>PT</u> | <u>John Doe</u> |
| <u>X</u> Remove | <u>V</u> | <u>Mike Jones</u> |
| <u>X</u> Add | <u>SV</u> | <u>Sally Smith</u> |

| <u>Type of Action</u> (Check One) | <u>Title</u> | <u>Name</u> | <u>Address</u> |
|--------------------------------------|--------------|-------------------------|---------------------------------|
| 1) <u>X</u> Change | <u>P</u> | <u>DALE GIBSON</u> | <u>P.O. BOX 883</u> |
| <u> </u> Add | | | <u>POMPANO BEACH, FL. 33060</u> |
| <u> </u> Remove | | | |
| 2) <u> </u> Change | <u>PD</u> | <u>JOYCE JACKSON</u> | <u>360 NW 14 STREET</u> |
| <u> </u> Add | | | <u>POMPANO BEACH, FL. 33060</u> |
| <u>X</u> Remove | | | |
| 3) <u> </u> Change | | <u>ELIZABETH MASSEY</u> | <u>1700 NW 2ND TERRACE</u> |
| <u> </u> Add | | | <u>POMPANO BEACH, FL. 33060</u> |
| <u>X</u> Remove | | | |
| 4) <u> </u> Change | | <u>MILLICENT SWORN</u> | <u>1508 NW 3RD WAY</u> |
| <u> </u> Add | | | <u>POMPANO BEACH, FL. 33060</u> |
| <u>X</u> Remove | | | |
| 5) <u> </u> Change | | | |
| <u> </u> Add | | | |
| <u> </u> Remove | | | |
| 6) <u> </u> Change | | | |
| <u> </u> Add | | | |
| <u> </u> Remove | | | |

E. If amending or adding additional Articles, enter change(s) here:
(attach additional sheets, if necessary). (Be specific)

1. Please amend the name of the Corporation to: MLK Memorial Committee Of Pompano Beach Florida, Inc.

2. Remove the existing Registered Agent and change to: Dale Gibson.

Currently Dale Gibson is listed as the VP and Joyce Jackson is listed as PD. There are changes.

3. Dale Gibson is to be listed as President.

4. Joyce Jackson leaves the Corporation, please remove.

5. Elizabeth Massey leaves the Corporation, please remove.

6. Millicent Sworn leaves the Corporation, please remove.

The date of each amendment(s) adoption: _____, if other than the date this document was signed.

December 01, 2015

Effective date if applicable: _____
(no more than 90 days after amendment file date)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Adoption of Amendment(s) (CHECK ONE)

- ☒ The amendment(s) was/were adopted by the members and the number of votes cast for the amendment(s) was/were sufficient for approval.
- ☐ There are no members or members entitled to vote on the amendment(s). The amendment(s) was/were adopted by the board of directors.

Dated December 15, 2015 _____

Signature _____
(By the chairman or vice chairman of the board, president or other officer-if directors have not been selected, by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

Dale Gibson

(Typed or printed name of person signing)

President

(Title of person signing)



Pompano Beach MLK Committee (2020)

Board of Directors

Byron Hall, President

Mike Obel, Vice President

Monica Johnson, Secretary

Zeb Watkin, Treasurer



Pompano Beach MLK Parade & Celebration 2020 Budget Request from COPB

| | |
|----------------------|-------------------------------|
| Date | Jan .11, 2020 – Jan. 20, 2020 |
| Amount Requesting | \$50,000.00 |
| Requested By | Pompano Beach MLK Committee |
| Submitted by | Byron Hall, President |
| Phone | 754-214-7004 |
| Email | bphcorp@yahoo.com |
| Send Check to (name) | Pompano Beach MLK Committee |
| Address | |
| City/State/Zip | |

| Event/Program | Amount |
|--|----------|
| MLK Parade and Celebration | \$30,000 |
| MLK I Am The Dream Youth Summit | \$10,000 |
| MLK Prayer Breakfast | \$4000 |
| MLK Basketball Classic Tournament | \$3000 |
| MLK Kick-Off Event: Break the Stage Dance Showcase and Unity Fest | \$3000 |
| | |
| Total | \$50,000 |



Pompano Beach MLK Parade & Celebration 2020 Budget Request from COPB

| Program and Events | Description | Amount |
|--|-------------------------------|--------------|
| MLK Parade and Celebration | | |
| | Performers/Talent to Headline | \$ 15,000.00 |
| | Marketing/Advertising | \$ 6,000.00 |
| | Production/Planning | \$ 4,000.00 |
| | Printing | \$ 1,500.00 |
| | Website/Graphic Services | \$ 3,000.00 |
| | Photography/Video | \$ 1,000.00 |
| MLK I AM THE DREAM Youth Summit | | |
| | Celebrity Speakers/Presenters | \$ 6,000.00 |
| | Food/Beverage | \$ 2,000.00 |
| | Celebrity DJ and Host/MC | \$ 1,000.00 |
| | Prizes for Oratorical Winners | \$ 500.00 |
| | Promotional Items T- Shirts | \$ 500.00 |
| MLK Prayer Breakfast | | |
| | Catering | \$ 3,500.00 |
| | Floral/Décor | \$ 500.00 |
| MLK Basketball Classic Tournament | | |
| | Trophies | \$ 500.00 |
| | T-Shirts | \$ 500.00 |
| | Food/Beverage | \$ 1,000.00 |
| | Prizes | |
| MLK Kick-Off Event: Break the Stage Dance Showcase and Unity Fest | | |
| | Food/Beverage | \$ 800.00 |
| | Marketing/Advertising | \$ 900.00 |
| | Celebrity DJ/Host | \$ 800.00 |
| | Printing | \$ 700.00 |
| | Prizes | \$ 300.00 |
| Total | | \$ 50,000.00 |



Pompano Beach MLK Parade & Celebration 2020 Budget Request from COPB

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 MLK Memorial Committee of Pompano Beach Florida, Inc. (name of the non-profit organization) for MLK Day Memorial Events (title of the program) for the current fiscal year is: \$15,000.

There will be a lump sum payment issued in advance equal to \$15,000. For any funds advanced the RECIPIENT agrees to provide the CITY with an itemization report of how funds advanced were spent, along with invoices and proof of payment. Such an accounting must be provided to the CITY in the quarterly financial report as indicated in Exhibit “A” Recipients Requirements, Contractual Responsibilities and Program Description. Failure to comply with this requirement shall result in the denial of the future requests for payments.

EXHIBIT C

INSURANCE REQUIREMENTS: NON PROFIT ORGANIZATION

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

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

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

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

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

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

B. Liability Insurance.

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

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

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

| Type of Insurance | Limits of Liability |
|---|--|
| GENERAL LIABILITY: | Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate |
| * Policy to be written on a claims incurred basis | |
| XX comprehensive form | bodily injury and property damage |
| XX premises - operations | bodily injury and property damage |
| ___ explosion & collapse hazard | |
| ___ underground hazard | |
| XX products/completed operations hazard | bodily injury and property damage combined |
| XX contractual insurance | bodily injury and property damage combined |
| XX broad form property damage | bodily injury and property damage combined |
| XX independent contractors | personal injury |
| XX personal injury | |
| XX sexual abuse/molestation | Minimum \$1,000,000 Per Occurrence and Aggregate |
| ___ liquor legal liability | Minimum \$1,000,000 Per Occurrence and Aggregate |
| ----- | |
| AUTOMOBILE LIABILITY: | Minimum \$10,000/\$20,000/\$10,000 |
| XX comprehensive form | |
| XX owned | |
| XX hired | |
| XX non-owned | |
| ----- | |
| REAL & PERSONAL PROPERTY | |
| ___ comprehensive form | Agent must show proof they have this coverage. |
| ----- | |
| EXCESS LIABILITY | Per Occurrence Aggregate |
| ___ other than umbrella | bodily injury and property damage combined \$1,000,000 \$1,000,000 |
| ----- | |
| PROFESSIONAL LIABILITY | Per Occurrence Aggregate |

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

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

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

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

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

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

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

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

APPROVED

By Danielle Thorpe at 8:23 am, Sep 04, 2019

GEICO FLORIDA AUTOMOBILE INSURANCE
geico.com IDENTIFICATION CARD
GEICO INDEMNITY COMPANY
Policy Number/Florida Code No. Effective Date
4482-88-07-98/09170 04-01-19
[X] PERSONAL INJURY PROTECTION BENEFITS/PROPERTY DAMAGE LIABILITY
[X] BODILY INJURY LIABILITY
Named Insured: Kristen Lynne Olbel
Mikelange Olbel
Year Make Model Vehicle ID No.
2010 TOYOTA CAMRY 4T1BF3EK3AU025287
Phone Number: 1-800-841-3000
Not valid more than one year from effective date.

GEICO FLORIDA AUTOMOBILE INSURANCE
geico.com IDENTIFICATION CARD
GEICO INDEMNITY COMPANY
Policy Number/Florida Code No. Effective Date
4482-88-07-98/09170 04-01-19
[X] PERSONAL INJURY PROTECTION BENEFITS/PROPERTY DAMAGE LIABILITY
[X] BODILY INJURY LIABILITY
Named Insured: Kristen Lynne Olbel
Mikelange Olbel
Year Make Model Vehicle ID No.
2010 TOYOTA CAMRY 4T1BF3EK3AU025287
Phone Number: 1-800-841-3000
Not valid more than one year from effective date.

APPROVED

By Danielle Thorpe at 8:23 am, Sep 04, 2019

8/15/2019

MLK Memorial Committee of Pompano Beach Florida, Inc.
1711 Martin Luther King Blvd.
Pompano Beach, FL 33069

Dear Mr. Byron Hall:

Your company has fewer than four employees, and you have elected not to purchase Workers' Compensation Insurance to cover these employees. The State of Florida allows your company to operate without insurance, however, you are required by the State to "post clear written notice in a conspicuous location at each worksite directed to all employees and other persons performing services at the worksite of their lack of entitlement to benefits" as described in Chapter 440 of the Florida Statutes.

The City of Pompano Beach requires: **ALL CONTRACTORS MUST AGREE TO BE RESPONSIBLE FOR THE EMPLOYMENT, CONTROL AND CONDUCT OF THEIR EMPLOYEES AND FOR ANY INJURY SUSTAINED BY SUCH EMPLOYEES IN THE COURSE OF THEIR EMPLOYMENT.**

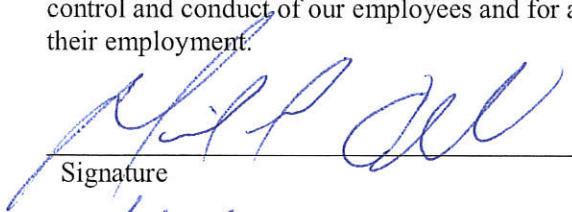
Please sign the area below acknowledging your compliance with the above requirements. Return this original letter to me at 100 West Atlantic Boulevard, Pompano Beach 33060. If you have any questions about this letter please telephone me at 954.786.4065.

Sincerely,

Erjeta Diamanti

Erjeta Diamanti
Budget Office

MLK Memorial Committee of Pompano Beach Florida, Inc. has posted notice(s) declaring the absence of Workers' Compensation insurance coverage, as required by the State of Florida. **MLK Memorial Committee of Pompano Beach Florida, Inc.**, agrees to be responsible for the employment, control and conduct of our employees and for any injury sustained by such employees in the course of their employment.



Signature

08/16/19

Date

Mikaelange Olbel, VP

Name and Title (print)