

MISCELLANEOUS APPROPRIATIONS AGREEMENT  
BETWEEN THE  
CITY OF POMPANO BEACH  
AND  
**Pompano Beach Historical Society, Inc.**

THIS AGREEMENT made and entered into on this \_\_\_ day of \_\_\_\_\_, 2017 by and between the CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, hereinafter the CITY.

**Pompano Beach Historical Society, Inc.**, a Florida Not For Profit Corporation authorized to do business in the State of Florida, whose principal office is located at 217 NE 4<sup>th</sup> Avenue, Pompano Beach, FL 33060 hereinafter referred to as RECIPIENT.

WITNESSETH:

WHEREAS, the City of Pompano Beach has appropriated for its current Fiscal Year 2017-18 (October 1<sup>st</sup> through September 30<sup>th</sup>), the sum of **\$9,500** to RECIPIENT, to conduct a program entitled or activity as described in *Addendum "1"* which is attached hereto and incorporated herein by reference, for the period beginning October 1, 2017 and ending September 30, 2018; 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

WHEREAS, I/We, the undersigned representative(s) of the RECIPIENT, am/are authorized to sign this Agreement binding said RECIPIENT.

NOW, THEREFORE, in CONSIDERATION of the mutual promises herein, the parties do hereby agree as follows:

- 1) RECIPIENT agrees to do as follows:
  - a) To accept the funds as appropriated in accordance with the terms of this Agreement;
  - b) If RECIPIENT intends on obtaining matching funds from another source at the time of the application for the CITY grant, to submit a matching fund commitment agreement which is attached hereto as *Exhibit "A"* and incorporated herein by reference in its entirety to the CITY; 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
  - 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 Agreement shall be resolved in favor of

the more restrictive guidelines; and

- e) Not to utilize allotted funds under this Agreement for any purpose other than the purpose set forth in this Agreement; 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 Agreement upon the finding that the terms of any agreement 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 of Pompano Beach; and
- 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 of Pompano Beach under this Agreement; and
- i) To consent to:
  - 1) Such audits of the financial affairs of the RECIPIENT by the City of Pompano Beach Internal Auditor as the CITY may require; and
  - 2) Producing all documents required by the Internal Auditor; and
  - 3) In the case of the RECIPIENT receiving Fifty Thousand Dollars (\$50,000) or more from the City of Pompano Beach, furnish the City of Pompano Beach 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. All grant funds shall be shown via explicit disclosure in the annual financial statements and/or the accompanying notes to the financial statement. This report shall be due within 120 days of the close of the CITY'S fiscal year; and
  - 4) For grants less than \$50,000, the annual report of receipts and expenditures to be submitted shall use a budget to actual comparative basis which shows the approved budget updated for any budget changes (paragraph 5) and a compilation of quarterly progress reports (paragraph 6). The annual report of revenues and expenditures shall include a statement of expenditures made in each budget category and line item identified in the budget as well as annualized statistical information relative to the program or activity which was previously submitted in quarterly progress reports. Outstanding encumbrances should be indicated in quarterly progress reports of expenditures. Timely liquidation of encumbrances in the fourth quarter of grant activity to expedite the timely submission of the fourth quarterly report is required as there will be no carryover of residual funds remaining unspent or unencumbered by the recipient. This report shall be on a fiscal year of October 1st through September 30th, and shall be due on November 16th of

each fiscal year; and

- 5) Preserve and make available all financial records, supporting documents, statistical records and any other documents pertaining to this agreement for a period of three (3) years after termination of this Agreement; or, if an audit has been initiated and audit findings have not been resolved at the end of these three (3) years, the records shall be retained until resolution of the audit.
  
- j) To operate the program or activity generally described herein and more particularly described in *Addendum "1"* to this Agreement. The RECIPIENT may not enter into subcontracts or sub-grants under the provisions of this Agreement without the City of Pompano Beach's written approval. The RECIPIENT must furnish the City of Pompano Beach a copy of all subcontracts or sub-grants prior to receiving written approval.
  
- 2) This Agreement shall become effective on the 1st day of October 2017, and shall terminate on the 30th day of September 2018, unless cancelled sooner with or without cause by either party by giving thirty (30) days prior written notice of such cancellation to the other party.
  
- 3) The City of Pompano Beach agrees to pay the RECIPIENT the sum of **\$2,000** for the program or activity. City of Pompano Beach funds will be provided upon a quarterly **reimbursement** basis for all awards above \$15,000 based upon documented invoices. Reimbursable amounts for all awards above \$15,000 will be limited to 1/4 of the total award amount per quarter. For those awards equal to or less than \$15,000, reimbursements will be based upon documented invoices for any given quarter up to the entire amount of the award. In the event that RECIPIENT does not receive matching funds described in *Exhibit "A"* or said funds are revoked during the term of the Agreement, CITY funding may be revoked and RECIPIENT shall comply with (1) (f) of this Agreement for returning all or part of awarded CITY funds.
  
- 4) RECIPIENT agrees to provide the City of Pompano Beach City Manager's Office with a quarterly narrative progress report on the program or activity described in *Addendum "1"*. 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 *Addendum "1"*. Distribution of each reimbursement payment to the RECIPIENT shall be contingent upon prior receipt of the required progress report which is due during the preceding quarter. Quarterly reports shall be due no later than the following dates:

1st Quarterly Report (October/November/December) - February 1st

2nd Quarterly Report (January/February/March) - May 1st

3rd Quarterly Report (April/May/June) - August 1st

4th Quarterly Report (July/August/September) - November 15th

However, if any of the above dates fall on a weekend, then the due date will be extended to the next business day, thereafter.

- 5) The approved budget for the RECIPIENT, included in *Addendum "1"* 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.
- 6) RECIPIENT agrees that any funds provided by the City of Pompano Beach for the operation of the program or activity during the period of October 1, 2017 through September 30, 2018 which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligation shall be retained by the City of Pompano Beach.
- 7) THIS AGREEMENT shall apply to all funds appropriated during the fiscal year ending September 30, 2018, provided that the City of Pompano Beach's rights and the RECIPIENT'S duties hereunder shall continue after said date as provided herein;
  - a) In the event that the City of Pompano Beach fails for any reason to appropriate funds for this agreement, this AGREEMENT shall be deemed terminated and CITY shall provide RECIPIENT with thirty (30) 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.
- 8) Nothing in this AGREEMENT 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 of Pompano Beach. 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 AGREEMENT and the RECIPIENT's program or activity generally described herein and more particularly described in *Addendum "1"* to this Agreement.

**"CITY":**

Witnesses:

**CITY OF POMPANO BEACH**

\_\_\_\_\_

By: \_\_\_\_\_  
LAMAR FISHER, MAYOR

\_\_\_\_\_

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

Attest:

(SEAL)

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

Approved As To Form:

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

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by **LAMAR FISHER** as Mayor, **GREGORY P. HARRISON** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, 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":**

**POMPANO BEACH HISTORICAL SOCIETY, INC., a  
Florida Not For Profit Corporation**

Witnesses:

  
\_\_\_\_\_  
Patricia Rowley

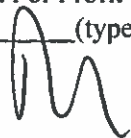
By:   
\_\_\_\_\_

TOM MCMAHON  
\_\_\_\_\_  
Typed or Printed Name

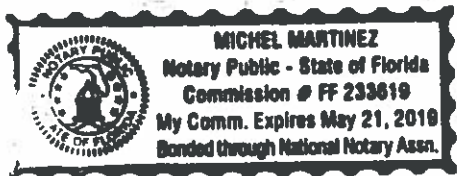
Title: PRESIDENT  
\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of September, 2017  
by Thomas McMahon as President of  
**Pompano Beach Historical Society, Inc., a Florida Not For Profit Corporation.** (He/she is personally known  
to me or who has produced \_\_\_\_\_ (type of identification) as identification.)



NOTARY'S SEAL:



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

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

FF 233619  
\_\_\_\_\_  
Commission Number

ADDENDUM "1"

CITY OF POMPANO BEACH  
FISCAL YEAR 2018

FUNDING FOR NON-FOR-PROFIT ORGANIZATIONS

1. Legal Name of Organization: Pompano Beach Historical Society
2. Mailing Address: PO Box 154  
Pompano Beach FL 33061
3. Date of Incorporation: April 8, 1974
  - 3a. Does your corporation/organization fall within Section 501(c)(3) and Section 501(a) of the Internal Revenue Code? Yes  No   
**(Please attach proof of tax exempt status)**
4. Chief Executive Officer: Patricia Rowley  
Official Title: Administrator Telephone #: 954-782-3015
5. Contact Person (if different from above): \_\_\_\_\_  
Telephone #: \_\_\_\_\_
6. Provide a brief description of the organizations goals and objectives:  
To collect, preserve and publicize the history of the Greater Pompano Beach Area through archives of historical documents and images; public programs and lecture series; museum exhibits, displays and publications; advocacy for the preservation of historic sites and buildings; Pompano Beach Green Market, collaboration with like-minded organizations.
7. Amount of funding requested: \$2000.00

**ADDENDUM "1"**

8. Provide a brief description of how City funds would be spent and identifying the community need(s) to be addressed. This should include what exactly will be provided and to how many people (City residents).

events and displays to promote the history of Pompano Beach at the Saturday Green Market

9. How will the recommended funding compliment the array of City services currently being provided to City residents?

Provide a market in the Old downtown area

10. Will the recommended grant amount result in the leveraging of additional funds from the County, State, Federal or other foundations/agencies which require a local match like a contribution from the City of Pompano Beach? Yes \_\_\_ No \*\_\_\_

10a. If yes, what is the ratio of this other funding to the City's recommended funding?

\_\_\_\_\_



**ADDENDUM "1"**

11. Does your organization receive support from the County or other cities? Yes  No

11a. If yes, please list the amount(s) and source(s).

12. What percentage of your organization's budget is direct delivery of service as opposed to "overhead"? 72%

**13. PERFORMANCE MEASURES**

Please list below the various levels of service [performance measures] that your organization will be providing to residents of the City of Pompano Beach.

	<b>Most Recently Completed Year 2016</b>	<b>Current Year Estimated 2017</b>	<b>Next Year Proposed 2018</b>
Total Persons Served	13,000	13,200	13,500
Number of Pompano Beach residents served	12,200	12,400	12,700

**ADDENDUM "1"**

14. Agency Budget Information: *Please note that Total Resources Available and Total Resources Allocated should be EQUAL for each fiscal year.*

		Last Year Adopted 2017	Current Year Proposed 2018
<b>Resource Available:</b>			
City of Pompano Beach		7,625	9,500
Federal Funding		0	0
State Funding		0	0
Other Local Government Funding		0	0
Foundation Grants		5,000	5,000
User Fees		4,108	4,200
Other Revenue Sources		30,518	31,600
<b>Total Resources Available</b>		<b>47,251</b>	<b>50,300</b>

<b>Resource Allocated:</b>			
Salaries	Exec Dir	17,775	16,200
Benefits		0	0
Supplies		3,017	3,168
Contractual Services	Accountant	3,608	5,000
	Insurance	6,866	7,705
	Maintenance	1,800	1,800
	Utilities	1,602	1,620
Capital Outlay [Equipment]		0	0
Other	Cash Reserve	2,373	4,284
	Gifts	1,114	1,000
	Programs	5,190	5,450
	Print/Mail	3,001	3,151
	Storage	905	922
<b>Total Resources Allocated</b>		<b>47,251</b>	<b>50,300</b>

• *Please provide line item detail for expenses over \$10,000*

# STATE OF FLORIDA

DEPARTMENT OF STATE



I, RICHARD (DICK) STONE, Secretary of State of the State of Florida, do hereby certify that the following is a true and correct copy of

## CERTIFICATE OF INCORPORATION

OF

POMPANO BEACH HISTORICAL SOCIETY, INC.

a corporation not for profit organized and existing under the Laws of the State of Florida, filed on the 8th day of April, A.D., 1974, as shown by the records of this office.

GIVEN under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 9th day of April,



Internal Revenue Service  
District Director

Date: September 6, 1995

Department of the Treasury  
Returns Program Management  
Staff - Taxpayer Assistance  
PO Box 1055 - Room 1109  
Stop 520-D  
401 West Peachtree St. NW  
Atlanta, GA 30370

Pompano Beach Historical Society  
Inc.  
PO Box 154  
Pompano Beach, FL 33061-0154

Date of Inquiry:  
08/25/95  
Person to Contact:  
F. Pressley  
Telephone Number:  
404 331-3006

EIN: 59-1554940

Dear Taxpayer:

This is in response to your request for confirmation of your exemption from Federal income tax.

You were recognized as an organization exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code by our letter of August 1975 . You were further determined not to be a private foundation within the meaning of section 509(a) of the Code because you are an organization described in section 170(b)(1)(A)(vi) and 509(a)(1).

Contributions to you are deductible as provided in section 170 of the Code.

The tax exempt status recognized by our letter referred to above is currently in effect and will remain in effect until terminated, modified or revoked by the Internal Revenue Service. Any change in your purposes, character, or method of operation must be reported to us so we may consider the effect of the change on your exempt status. You must also report any change in your name and address.

Thank you for your cooperation.

Sincerely,



Exempt Organizations  
Coordinator

TPA100ltr