

# APPROPRIATIONS CONTRACT

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**THIS CONTRACT** is executed on \_\_\_\_\_, by the City of Pompano Beach (“City”) and UNITY IN THE COMMUNITY OF POMPANO BEACH, 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 2025-2026 (October 1st through September 30th), the sum of Five Thousand Dollars (\$5,000.00) to Recipient, to conduct a program entitled or activity as described in Exhibit “A” Recipients Requirements, Contractual Responsibilities and Program Description” (collectively the “Work”) attached hereto and incorporated herein by reference, for the period beginning October 1, 2025 and ending September 30, 2026; and

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

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

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

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

2. *Term of Contract.* This Contract shall be for the period beginning October 1, 2025 and ending September 30, 2026.

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

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

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

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

7. *Contract Administrators, Notices and Demands.*

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

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

**If to Recipient:** Tom R McMahon  
President, Unity in the Community  
550 N Flagler Avenue  
SUITE 112  
POMPANO BEACH, FL 33060

Office: (954) 709-8678  
Email: [tomrmcmahon@gmail.com](mailto:tomrmcmahon@gmail.com)

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

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

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

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

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



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

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

10. *Force Majeure.* Neither party shall be obligated to perform any duty, requirement or obligation hereunder if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of nature or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of Force Majeure. Additionally, should funds not be utilized, and services or programs not provided within the specific required time period in this Contract due to circumstances outside the control of Recipient, including but not limited to, a Force Majeure event, City is under no obligation to amend or extend this Contract to provide the approved funding past the expiration of the performance period set forth in this Contract. Any amendment to this Contract for such purposes shall be at City's sole discretion, based upon its budget, available funds, and other factors it may deem relevant.

Recipient must follow all Federal, State, County, and City safety guidelines, including all CDC safety guidelines in effect during the term of the Program, including but not limited to social distancing, and personal protection equipment. Inability to conduct the Program and follow any and all required safety guidelines from the COVID-19 crisis or other similar emergency, or failure to follow such requirements, including but not limited to, social distancing, shall constitute grounds for immediate cancellation of this Agreement unilaterally by the City upon written notice, which may be provided via electronic mail.

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

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

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



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

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

14. *Non-Assignability and Subcontracting.*

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

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

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

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

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



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

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

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

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

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

20. *Public Records.*

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

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

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

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

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

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

## **PUBLIC RECORDS CUSTODIAN**

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

**CITY CLERK  
100 W. Atlantic Blvd., Suite 253  
Pompano Beach, Florida 33060  
(954) 786-4611  
[RecordsCustodian@copbfl.com](mailto:RecordsCustodian@copbfl.com)**

21. *Governing Law; Venue.* This agreement must be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

22. *Waiver and Modification.*



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

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

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

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

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

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

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

27. *Entire Contract.* This document incorporates and includes all prior negotiations, correspondence, conversations, contracts or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, contracts or understandings



concerning the subject matter of this Contract that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or contracts, whether oral or written.

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

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

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

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

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

33. *Employment Eligibility.* By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

34. *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.

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

**CITY OF POMPANO BEACH**

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

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

Attest:

\_\_\_\_\_  
KERVIN ALFRED, CITY CLERK

(SEAL)

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

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

**"RECIPIENT"**

UNITY IN THE COMMUNITY OF POMPANO BEACH, INC.

(Print or type name of company here)

Witnesses:

*Michael T. Blangor*

MICHAEL T. BLANGOR  
(Print or Type Name)

Nikayla James

*Nikayla James*  
(Print or Type Name)

By: *Tom R. McMahon*

Print Name: Tom R McMahon

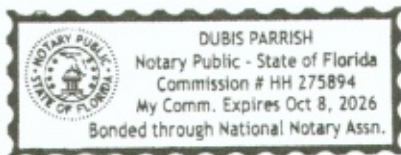
Title: President

STATE OF FLORIDA

COUNTY OF FLA

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 8<sup>th</sup> day of SEPT, 2025, by Tom R McMahon as President of UNITY IN THE COMMUNITY OF POMPANO BEACH, INC., a Florida non for profit corporation. He is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:



*Dubis Parrish*  
NOTARY PUBLIC, STATE OF FLORIDA

DUBIS PARRISH  
(Name of Acknowledger Typed, Printed or Stamped)

HH 275894  
Commission Number



## **Exhibit "A"**

### **Recipients Requirements, Contractual Responsibilities and Program Description**

1. RECIPIENT agrees to do as follows:

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

- iv. Pre-award costs
- v. Out-of-state travel; non-local travel expenses
- vi. Gift cards
- vii. Purchase/lease of facilities or vehicles (e.g., buildings, buses, vans, cars)
- viii. Rentals – one day only (written justification and approval needed for additional time)
- ix. Entertainment – exceptions shall be made for community events (written justification and approval needed prior)
- x. Land acquisition
- xi. Furniture
- xii. Honorariums for presenters/speakers and any costs associated with travel expenses
- xiii. Kitchen appliances (e.g., refrigerators, microwaves, stoves, tabletop burners)
- xiv. Tuition/Scholarships
- xv. Capital improvements and permanent renovations (e.g., playgrounds, buildings, fences, wiring)
- xvi. Clothing or uniforms (written justification and approval needed)
- xvii. Project banquets/luncheons
- xviii. Costs for items/services already covered by indirect costs allocation (supplanting)
- xix. Out of state college tours
- xx. Out of county field trips
- xxi. Alcohol
- xxii. Airfare
- xxiii. Boat rentals
- xxiv. Family incentives
- xxv. Car mileage
- xxvi. Stipends
- xxvii. Payroll taxes
- xxviii. Laboratory fees
- xxix. Computers
- xxx. Health benefits
- xxxi. Appliances and home goods (written justification and approval needed)
- xxxii. Digital Cameras
- xxxiii. Plaques
- xxxiv. Hotel Costs
- xxxv. Housing - (written justification and approval needed based on programming)

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



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

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

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

However, following the completion of the first narrative and financial report and as indicated in Exhibit "B" Payment Schedule, the remaining distribution payment to the RECIPIENT shall be contingent upon prior receipt of the required progress narrative and financial report which is due during the preceding quarter. Narrative and financial reports for recipients receiving quarterly or monthly payments as indicated in Exhibit "B" Payment Schedule shall be due no later than the following dates:

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

If RECIPIENT receives a lump sum payment for a one-time event or an award amount of five thousand dollars (\$5,000.00) 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 Lump Sum narrative and financial report shall forfeit all outstanding project funding and shall render the RECIPIENT ineligible for additional funding from the CITY.

- 4) RECIPIENT agrees that any funds provided by the CITY for the operation of the program or activity during the current CITY's fiscal year, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligation shall be returned to the CITY.
- 5) RECIPIENT shall not use the CITY's logo, materials, or testimony for promotion of the RECIPIENT's program without written authorization from the CITY Manager or its designee.



- 6) RECIPIENTS shall attend a mandatory Orientation provided by the CITY at a date to be determined by the CITY. Failure to attend said Orientation shall be grounds for termination of the contract.
- 7) In cases where a contract is terminated by the CITY for default by RECIPIENT, the CITY reserves the right to deny RECIPIENT's future applications for new funding for a time to be determined by the City Manager, and/or his or her designee, and/or the City Commission.
- 8) For contracts awarded for multiple projects, RECIPIENT shall provide separate reports for each project as outlined under Paragraph 2 above. CITY reserves the right to withhold payment if RECIPIENT fails to provide the reports as requested.

Organization Name: UNITY IN THE COMMUNITY OF POMPANO BEACH, INC.

Program Funded: Unity in the Community Family Fun Day

Amount Funded: \$5,000.00

Program Description: Unity in the Community Family Fun Day is a day of businesses, residents, and government entities coming together to celebrate and enjoy free food, entertainment, and form new relationships.

The event has many vendors who are showcasing their services and products, but no sales take place. Vendors are allowed to give free samples and/or have games in their booth. Local restaurants are additionally bringing their food for sampling to the event attendees.

There are karate demonstrations, dance performances, police and fire demonstrations, and live bands. Activities, a small train, and Inflatable Bounce Houses and Slides are all for the children to enjoy in the Kid Zone. Home Depot provides wood crafts for children to make and take.

Additionally, a LIVE charity auction and raffles take place with donated items where all proceeds go toward our scholarships for high school seniors who apply through the Unity in the Community nonprofit.



Form Name:  
Submission Time:  
Browser:  
IP Address:  
Unique ID:  
Location:

City of Pompano Beach Nonprofit Partnership Application  
May 1, 2025 9:49 pm  
Chrome 135.0.0.0 / Windows  
73.204.216.201  
1340304485  
26.1522, -80.3153

## About Your Organization

**Which Fiscal Year Is Your Organization Applying For?**

2025-2026

**Full Name of Nonprofit:**

Unity in the Community of Pompano Beach, Inc.

**Mission of Nonprofit:**

To provide an event to the city that will bring the residents, businesses, organizations, services, and government together to meet, greet, and share in a united spirit to enjoy our great city. The event is entirely free for attendees and all vendors who participate. Entertainment, food, and fun will be showcased to our diverse community all at no cost or charge. The event provides a charitable opportunity to raise funds for academic scholarships to high school students who reside in the City of Pompano Beach.

**Brief Overview of Nonprofit:**

The nonprofit originated to create an event for Pompano Beach residents and later with proceeds from the day being used to provide scholarships to local senior high school recipients. The idea for Unity in the Community, a Family Fun Day came from discussions led by former Mayor Lamar Fisher with the Broward Sheriffs Office Command Staff, civic leaders, and local clergy. These three groups were seeking a project that would unite the community. Reverend William Clark spearheaded the project in 2011 with homeowner associations and church leaders.

Since then, it has grown to be a January community event attended by over 3,000 people with karate demonstrations, dance performances, police and fire demonstrations, and live bands. Activities, a small train, and Inflatable Bounce Houses and Slides are erected for the Kid Zone area. Home Depot provides wood crafts for children to make and take. Additionally, a LIVE charity auction and raffles take place with donated items where all proceeds go toward our college scholarships for children experiencing financial hardship but seeking to attend college.

**Type of Organization:**

Fair/Festivals

**Nonprofit Website:**

uicpompano.org

**Federal Tax ID Number:**

45-2777776

**Which funding priority/sub pillar does your nonprofit qualify for?**

Community Excellence: Community Events & Preserving Cultural Heritage

**How does your program/event(s) fit the funding priority/sub pillar?**

By bringing people together from businesses, churches, and different areas of the city, the event fosters exposure to subcultures, new ideas, and ways of life. All the elements that make us different also make us the same, wanting to live in a progressive city that embraces our unique qualities and differences. This is our mission of Unity in the Community nonprofit.

Our annual Family Fun Day event is a showcase to how a city can come together to get to know one another and respect each other's values and culture. By bringing young and old together, we are preserving cultural heritage and providing an entertaining event.

**Statement of Need:**

The City of Pompano Beach staff, the Broward Sheriffs Office, the Unity in the Community Committee, area businesses, churches, and residents work together to bring the event to life each year. It is the cohesive working element that diffuses differences, misconceptions, and erases lines of division.

As our city continues to grow. New ideas and opportunities open up for growth with business relationships and government agencies relations that this event offers.

### **Program/Event Information #1**

**Will your organization be hosting the program/event on City property?**

Yes

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

Event

**Program/Event Name:**

Unity in the Community Family Fun Day

**Type of Program/Event:**

Community Event



**Share an executive summary of the program/event:**

Unity in the Community Family Fun Day is a day of businesses, residents, and government entities coming together to celebrate and enjoy free food, entertainment, and form new relationships.

The event has many vendors who are showcasing their services and products, but no sales take place. Vendors are allowed to give free samples and/or have games in their booth. Local restaurants are additionally bringing their food for sampling to the event attendees.

There are karate demonstrations, dance performances, police and fire demonstrations, and live bands. Activities, a small train, and Inflatable Bounce Houses and Slides are all for the children to enjoy in the Kid Zone. Home Depot provides wood crafts for children to make and take.

Additionally, a LIVE charity auction and raffles take place with donated items where all proceeds go toward our scholarships for high school seniors who apply through the Unity in the Community nonprofit.

---

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

By receiving the funds from The City of Pompano Beach, Unity in the Community is able to defray the costs of promoting and operating the event.

Although many services are donated by vendors, individuals, and businesses, which assists with event costs, the City's funds are the foundation to pay for Kid Zone entertainment, sound systems, advertising, social media costs for promoting the event, and other expenses that are required to make the event a success.

Additionally, Social Media marketing is instrumental in promoting the events to families and businesses for participation in the event.

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

By bringing people together from businesses, churches, and different areas of the city, the event fosters exposure to subcultures, new ideas, and ways of life. All the elements that make us different also make us the same, wanting to live in a progressive city that embraces our unique qualities and differences.

We would qualify this event as a huge success if we increased our business and service businesses booths, increased our children performance schedule, and increased event attendees' participation.

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**Share the primary methodology by which you will measure the outcomes of your program/event:**

- 1.□We personally visit each vendor booth the day of the event, after many of the activities have occurred, and ask the participants if they are happy with the crowd attendance, their location for their booth, if they will participate next year, and ask for ways, they feel, would make the event more successful next year.
- 2.□Broward Sheriffs Office validation of crowd attendance.
- 3.□We interview the medical facilities who send their mobile units and their interaction with the crowd participants. We ask if they are happy with the people they reached at this event and if they will participate next year.

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**Estimated total number of individuals expected to attend your program/event:**

1,001-5,000

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**Please specify the number of City of Pompano Beach residents your organization will serve if the program/event is funded:**

3500

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**Describe the demographics of the population you are impacting with this program/event:**

The Unity in the Community event is focused on diversity and inclusion of every race, ethnicity, religions, and nationality. Most businesses and service industries are included except those that would be deemed not Family Friendly. We want to impact all areas of the City from west to east from south to north to make all feel welcome to participate.

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**Include a description of the geographic area your program/event(s) will serve and how it will impact the area:**

There are 5 districts within the City of Pompano Beach. Each area participates in one way or another - either through participating in vendor booths, volunteering on the Unity Committee, participating in a performance on stage as entertainment, and as youth volunteers.

Our marketing of the event reaches our surrounding cities of Pompano Beach, like Lauderdale by the Sea, Lighthouse Point, and Deerfield Beach who find their way to the event, as well as visiting snowbirds and tourists from all over.

After the event many participants patronize restaurants and businesses within the area to enjoy more family time.

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**How does your organization specifically market your program/event to City of Pompano Beach residents?**

1. ☐ Social Media (Facebook, Instagram, YouTube)
2. ☐ Newspaper (Pompano Pelican)
3. ☐ Magazine (Pompano and Lighthouse Point Magazines)
4. ☐ Banners and Land Signs
5. ☐ Rack Cards at Untapped and Yuletide and MLK Parades, Visitor Centers, Libraries, and all Parks and Recreation Facilities
6. ☐ Unity Website
7. ☐ City of Pompano Beach Website and Rolling Event Marquees located around City
8. ☐ Sponsors and vendors promoting to their customers via their location and social media

**How does a City of Pompano Beach resident access the services/program your nonprofit provides?**

Attend the event or request a booth for participation as a vendor via email or phone or website.

**Start Date of Program/Event:** Jan 24, 2026

**End Date of Program/Event:** Jan 24, 2026

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

**Start Time of Program/Event:** 11:00 AM

**End Time of Program/Event:** 03:00 PM

**Name of Program/Event Venue:** City of Pompano Beach Community Park

**Address of Program/Event Venue Location:** 1660 NE 10th Street ☐  
POMPANO BEACH, FL 33060

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

**List any benefits or partnership opportunities the City of Pompano Beach receives:**

The City of Pompano Beach is heavily promoted prior to, throughout the event and even after during a City Commission meeting. A plaque is presented at a city commission meeting to the City for assistance with planning and support, which is televised to residents. We participate at several City events promoting the Unity in the Community event.

Additionally, by planning and facilitating event with volunteers, we are removing many staff hours needed to facilitate the event.

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**Total dollar amount of the overall program/event budget:** 16525

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**Total dollar amount being requested from the City:** 7000

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**How will your organization use the City of Pompano Beach funding?** For marketing and facilitation expense of the Unity in The Community event.

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**Are you applying for a second program/event?** No

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**Additional Activities**

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**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

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**Name of Event:** Volunteer Appreciation Dinner

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**Description of Event:** Casual dinner to celebrate the success of the event and thank volunteers.

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**Date of Event:** Feb 17, 2026

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**Start Time of Event:** 06:00 PM

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**End Time of Event:** 08:00 PM

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**Name of Event Venue:** Carrabba's

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**Address of Event Venue Location:** 1299 S Federal Highway □  
POMPAN0 BEACH, FL 33062

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

Casual

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### **Additional Information**

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

Each Officer and Board Member has over 30 years' experience in creating and implementing community events. Many have continued their dedication and commitment to the event year after year.

Additionally, The Unity in the Community Committee knows the City, their mission, and dedication to the residents, which guides our direction in preparation and executing the event. We feel this event is one of the keystone events in the City has had over the years. It brings everyone together to work and respect the culture and values of all.

**Other than the program/event you are applying for, how is your organization serving the residents of the City of Pompano Beach?**

We serve the residents by providing a FREE event they can promote their business, church or civic organization in which they participate.

We are present at Untapped events with a children's craft and/or popcorn distribution.

We also participate in both the Yuletide and MLK parades with decorated vehicles for the residents entertainment.

We attend Music Under the Stars to give everyone more opportunities to sign up for a booth so they can promote their business for FREE at a local event.

We attend City Commission meetings to award local students scholarships from the proceeds of the Unity in the Community event.

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

Yes. We believe the Unity in the Community event is a GREAT way to kick off the new year with a community-centric event that honors children and their performances, businesses and their support to our community economy, and showcases our First Responders and their tactical gear and operations which helps them educate the public of emergency procedures!

Our collective efforts are the result of a year of planning and securing talent, goods and services. We thank you for the opportunity to share our information on the Unity in the Community event.

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## 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? 2025

What was the name of program/event funded? Unity in the Community Family Fun Day

How much was the funding for this program/event? 6000

## Requested Budget Information

What is your organization's operational budget? 16525

What is the total value your nonprofit is applying for? 7000

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

## About Your Staff and Leadership

Total Number of Employees: 0

Full Name of President/CEO/Executive Director: Tom R McMahon

Include your President/CEO/Executive Director's biography:

Tom McMahon is a Pompano Beach Native with a passion for community involvement. We over 20 years as a local business owner of Power & Play Motorsports, Tom has a vested interest in seeing businesses grow in Pompano Beach. He serves a the Vice President of th Pompano Beach Hiustorical Society, serves as Vice President of the Woodhouse Board, and serves as a member of the Sample-McDougald House Museum.

Tome's love for his City extended into politics and he became a City Commissioner for a 4-year term. Tom is entering into his 2nd year on the Unity in the Community Nonproit Board. His dedication to the City of Pompano Beach and this Board is evident in his daily life.



## About Your Board of Directors

Total Board Members: 5

How many board members contribute financially to the organization? 2

Is there a formal give/get policy for board members? No

## About Your Partnerships and Contributors

Does your organization have any programmatic collaborations with other community partners? If so, please list them and provide a brief description of their involvement with your organization.

MLK Committe - Prayer Breakfast and Parade  
Mt. Pisgah Community Health Fair - Booth  
City of Pompano Beach Untapped event - Booth, children's craft, and popcorn  
Music Under the Stars - Booth  
Yuletide Parade - Participation with a Float and decorated golf cart  
Light Up MLK - Booth  
Nonprofit Resource Fair - Booth

What other funders have supported your organization within the past year? Please include their levels of contribution.

Coastal Waste, Superior Concrete Polishing, Harrahs Casino, Mt. Pisgah Baptist Church, Carl Forbes Architects, Goodyear Blimp - in kind Blimp Ride, Miami Dolphins, Publix - in kind, Lowes - In kind, Home Depot - In kind, Chik Fil A -in kind, Anthony's Coal Fire Pizza - in kind, Jets Pizza - in kind, Frito Lay and Pepsi - in kind.

## Financial Information

How does your nonprofit organization currently undergo financial scrutiny and assurance? Please select from one of the applicable options:

Internal Financial Audit conducted by your organizations's internal team

**Describe the processes and procedures your nonprofit has in place to ensure financial transparency and accountability. Include details about any internal or external reviews, checks, or scrutiny that are conducted to maintain the integrity of your financial operations. Your organization will need to provide a combined PDF showing your balance sheet and P&L (profit and loss statement and/or income statement) in the upload document section below.**

The Board of Directors for Unity in the Community meets monthly to review the expenditures, donations, plan, and secure donations. Each meeting the treasury is reviewed and questions are asked about expenditures and due dates for financial reporting to the City and state of Florida.

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**Upload your documents: All items in this section are mandatory.**

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**Itemized Program/Event Budget - Please provide a budget ONLY for the program/event you are applying for.** <https://www.formstack.com/admin/download/file/17947276155>

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**Agency Operational Budget** <https://www.formstack.com/admin/download/file/17947276156>

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**Agency External or Internal Audit and/or a combined PDF with your organization's Balance Sheet and P&L.** <https://www.formstack.com/admin/download/file/17947276157>

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**W9** <https://www.formstack.com/admin/download/file/17947276158>

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**IRS 501(c)(3) Determination Letter** <https://www.formstack.com/admin/download/file/17947276159>

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**Articles of Incorporation** <https://www.formstack.com/admin/download/file/17947276160>

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**Most Recent 990 Form** <https://www.formstack.com/admin/download/file/17947276161>

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**List of Board of Directors** <https://www.formstack.com/admin/download/file/17947276162>

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**Matching Gift Documentation**

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

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**I HEREBY CERTIFY BY READING  
AND SELECTING EACH  
STATEMENT LISTED BELOW THAT  
THE:**

Applicant certifies that information contained in this application is complete and accurate. = Select to Agree

Applicant certifies that their organization is a Not For Profit Corporation authorized to do business in the State of Florida. = Select to Agree

Applicant has read and understands the application instructions and requirements of the program. = Select to Agree

Applicant agrees that if recommended for funding, the nonprofit will attend the Mandatory Nonprofit Orientation Workshop and that they will participate in a Nonprofit Program Services Fair as required by the City. = Select to Agree

Applicant certifies that the awarded program/event(s) will serve City of Pompano Beach residents. = Select to Agree

Applicant acknowledges that a recommended award letter is subject to commission approval. = Select to Agree

Applicant acknowledges that only an executed contract with the City authorizes the initiation of program/event services or activities and incurring expenditures. = Select to Agree

Applicant acknowledges that narrative and financial reporting will be required and the organization will meet the assigned deadlines as set forth by the City. = Select to Agree

Applicant acknowledges that the program/event(s) will be completed by the end of the contract term. = Select to Agree

Applicant certifies that the organization has the capacity to comply with all requirements of the program/event(s). = Select to Agree

Applicant will not use funds for disallowed expenditures as set forth by the City. = Select to Agree

Applicant confirms that the organization has an anti-discrimination policy. = Select to Agree

Applicant acknowledges that the program/event(s) submitted will not be eligible to receive funding for if the program/event(s) receives a separate grant from the City for the same program. = Select to Agree

Applicant acknowledges that current policies for general liability, sexual molestation, automobile and workers compensation insurance are required to contract with the City. = Select to Agree

Applicant understands that the submission of their funding request does not guarantee the organization will be selected to receive funding. = Select to Agree

Applicant acknowledges that all information submitted in the partnership application along with any email or correspondence you provide to the City of Pompano Beach becomes a public record and may be subject to disclosure to anyone who requests it under the State's Public Records Laws, to another government agency as required by state or federal law; and/or in response to a court or administrative order, subpoena or search warrant. Your application may be subject to inspection and copying by the public, unless an exception in law exists. = Select to Agree

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

DEPARTMENT OF THE TREASURY

Date: **SEP 10 2012**

UNITY IN THE COMMUNITY OF POMPANO  
BEACH INC  
201 NW 39 COURT  
POMPANO BEACH, FL 33064

Employer Identification Number:  
45-2777776  
DLN:  
17053174345012  
Contact Person:  
ROGER W VANCE ID# 31173  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Public Charity Status:  
170(b) (1) (A) (vi)  
Form 990 Required:  
Yes  
Effective Date of Exemption:  
January 6, 2012  
Contribution Deductibility:  
Yes  
Addendum Applies:  
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)



**Request for Taxpayer  
Identification Number and Certification**

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

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

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)  <b>Unity in the Community of Pompano Beach, Inc.</b>
	<b>2</b> Business name/disregarded entity name, if different from above.
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input checked="" type="checkbox"/> Other (see instructions) <b>Non Profit Corporation Tax Exempt Under 501(c)3</b>
	<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>
	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  (Applies to accounts maintained outside the United States.)
<b>5</b> Address (number, street, and apt. or suite no.). See instructions. <b>1000 E Atlantic Bld, Suite 112</b>	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code <b>Pompano Beach, FL 33060</b>	
<b>7</b> 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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>								
			-					
or								
<b>Employer identification number</b>								
4	5	-	2	7	7	7	7	6

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person <b>Erman M. Gingerich</b>	Date <b>4/21/25</b>
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**General Instructions**

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

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

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

**ARTICLES OF INCORPORATION  
UNITY IN THE COMMUNITY OF POMPANO BEACH, INC.**

**ARTICLE I – NAME**

Section 1.01 - Unity in the Community of Pompano Beach, Inc..

**ARTICLE II – PRINCIPLE OFFICE**

Section 2.01 - The Principle office and mailing address will be:  
201 N.W. 39<sup>th</sup> Ct.  
Pompano Beach Florida 33064

**ARTICLE III – PURPOSE**

Section 3.01- To create a city-wide public event to serve all the residents of Pompano Beach, FL without charge. All will be invited to participate in the annual event of coming together to experience unity in the community. We will provide free tent spaces, free food, free entertainment and free parking. There will be children's activities and professional entertainment for the adults.

The event is supported by the City of Pompano Beach, Pompano Beach Chamber of Commerce and Broward Sheriff's Office.

Section 3.02 – To donate annual scholarships to deserving High School students toward their college tuition.

Section 3.03 - To exercise all rights and powers conferred by the laws of the State of Florida upon nonprofit corporations, including without limiting the generality of the foregoing, to acquire by bequest, devise, gift, purchase, lease or otherwise, any property of any sort or nature without limitation as to its amount of value, and to hold, invest, reinvest, manage, use, apply employ, sell, expend, disburse, lease, mortgage, convey option, donate or otherwise dispose of such property and the income, principle and proceeds of such property, for any of the purposes set forth herein.

Section 3.04 - To do such other things as are incidental to the purposes of Unity in the Community of Pompano Beach, Inc or necessary or desirable in order to accomplish its purposes.

FILED  
12 JAN -6 PM 3:07  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA



#### ARTICLE IV – LIMITATION

Section 4.01 - No part of the net earnings of the Corporation shall inure to the benefit or be distributable to its members, trustees or officers, or other private persons, but the corporation will be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article III (Purpose). No substantial part of the activities of the Corporation will be the carrying on of propaganda, or otherwise attempting to influence legislation and the corporation will not participate in, or intervene in (including the publishing or distribution of statements) of any political campaign on behalf of, or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the corporation will not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501 (c) (3) code, or (b) by a corporation contributions to which are deductible under section 170 (c) (2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

#### ARTICLE V – OFFICERS

Section 5.01 - Manner of elections – Members of the Board of Directors will be elected by the membership present at the annual membership meeting as in accordance with the Bylaws Article IV, Section 4.01.

#### ARTICLE VI INITIAL OFFICERS

President Clark, William R.  
201 N.W. 39<sup>th</sup> Court  
Pompano Beach FL 33064

Vice President Boehl, Ronald  
3410 N.E. 14<sup>th</sup> Terrace  
Pompano Beach FL 33064

Secretary Broadbelt-Thomas, Diana  
106 N.E. 5<sup>th</sup> St., Apt. #3  
Pompano Beach FL 33060

Treasurer Holmes, Robert  
1577 N.W. 7<sup>th</sup> Ave.  
Pompano Beach FL 33060

7. Keep the official seal of Unity in the Community.

(d) The Treasurer will:

1. Be custodian of the funds of Unity in the Community, and will pay out or cause to be paid out, funds authorized by the Board of Directors.
2. Keep or cause to be kept a record of all financial transactions and submit a financial report at each regular Board meeting;
3. Receive all monies, giving signed receipts for same;
4. Place or cause to be placed the funds of Unity in the Community in a bank or other depository approved by the Board of Directors.
5. Have signature on the bank accounts with two other Board members.

(e) Board Member

(f) Board Member

(g) An attorney will:

1. Perform whatever task is necessary for the legal organizing and functioning of Unity in the Community.
2. Serve as a member of the Board with voice and no vote.

(h) An Accountant will:

- a. Audit all financial records annually.
- b. Serve as a member of the Board with voice and no vote.

## ARTICLE VI DISSOLUTION

Article 6.01 Should Unity in the Community dissolve all assets will be given to a 501 (C) (3) organization selected by the Board of Directors,

## ARTICLE VII MEETINGS PROCEDURES

The latest edition of Robert's Rules of Order will be the authority for all meetings of Unity in the Community.

ARTICLE VIII  
The Fiscal year shall be the calendar year ending Dec 31. 5/17/12  
These Bylaws for Unity in the Community of Pompano Beach, Inc. were adopted by the Board of Directors on December 19, 2011

President	William R. Clark
Vice President	Ronald Boehl
Secretary	Diana Thomas
Treasurer	Robert Holmes
Member	Paul Laya
Member	Carol Waldrop

<u>William R. Clark</u>	Date	01-01-12
<u>Ronald Boehl</u>	Date	1-01-12
<u>Diana Thomas</u>	Date	1-01-12
<u>Robert Holmes</u>	Date	01-01-12
<u>Paul Laya</u>	Date	1-1-12
<u>Carol Waldrop</u>	Date	1-1-12



# UNITY IN THE COMMUNITY OF POMPANO BEACH, INC.

## CONFLICT OF INTEREST POLICY

### ARTICLE 1

#### Purpose

The purpose of the conflict of interest policy is to protect this tax-exempt organization's (Unity in the Community of Pompano Beach, Inc.) interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

### ARTICLE 11

#### Definitions

##### **1. Interested Person**

Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

##### **2. Financial Interest**

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

- a. An ownership or investment interest in any entity with which the Organization has a transaction or arrangement,
- b. A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement, or
- c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement.
- d. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a

person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

## **ARTICLE 111**

### **Procedures**

#### **1. Duty to Disclose**

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

#### **2. Determining Whether a Conflict of Interest Exists**

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

#### **3. Procedures for Addressing the Conflict of Interest**

- a. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c. After exercising due diligence, the governing board or committee shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

#### **4. Violations of the Conflicts of Interest Policy**



- a. If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

#### ARTICLE IV

##### Records of Proceedings

The minutes of the governing board and all committees with board delegated powers shall contain:

- a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
- b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

#### ARTICLE V

##### Compensation

- a. A voting member of the governing board who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
  - b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
  - c. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the
-

Organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

#### ARTICLE VI

##### Annual Statements

Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

- a. Has received a copy of the conflicts of interest policy,
- b. Has read and understands the policy,
- c. Has agreed to comply with the policy, and
- d. Understands the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

#### ARTICLE VII

##### Periodic Reviews

To ensure the Organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
- b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Organization's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction

#### ARTICLE VIII

##### Use of Outside Experts

When conducting the periodic reviews as provided for in Article VII, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.





FLORIDA DEPARTMENT OF STATE  
Division of Corporations

February 7, 2012

WILLIAM R. CLARK  
201 NW 39TH COURT  
POMPANO BEACH, FL 33064

Re: Document Number N12000000222

The Articles of Amendment to the Articles of Incorporation for UNITY IN THE COMMUNITY OF POMPANO BEACH, INC., a Florida corporation, were filed on February 7, 2012.

The certification requested is enclosed.

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

Carol Mustain  
Regulatory Specialist II  
Division of Corporations

Letter Number: 312A00005281

[www.sunbiz.org](http://www.sunbiz.org)

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

ARTICLES OF AMENDMENT TO ARTICLES OF INCORPORATION  
OF

UNITY IN THE COMMUNITY OF POMPANO BEACH, INC.

Document Number of Corporation: N12000000222

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

ARTICLE III - PURPOSE

Section 3.01

The organization is organized exclusively for charitable, religious, educational or scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code. Also, to create a city-wide public event to serve all the residents of Pompano Beach, Florida without charge. All will be invited to participate in the annual event of coming together to experience unity in the community. We will provide free tent spaces, free food, free entertainment, and free parking. There will be children's activities and professional entertainment for the adults.

The event is supported by the City of Pompano Beach, Pompano Beach Chamber of Commerce and Broward Sheriff's Office.

Section 3.02

To donate annual scholarships to deserving High School students toward their college tuition.

Section 3.03

To exercise all rights and powers conferred by the laws of the State of Florida upon nonprofit corporations, including without limiting the generality of the foregoing, to acquire by bequest, devise, gift, purchase, lease or otherwise, any property of any sort or nature without limitation as to its amount of value, and to hold, invest, reinvest, manage, use, apply, employ, sell, expend, disburse, lease, mortgage, convey option, donate or otherwise dispose of such property and the income, principle and proceeds of such property, for any of the purposes set forth herein.

FILED  
12 FEB -7 AM 11:08  
CLERK OF CIRCUIT COURT  
POMPANO BEACH, FLORIDA



### Section 3.04

To do such things as are incidental to the purposes of Unity in the Community of Pompano Beach, Inc. or necessary or desirable in order to accomplish its purposes.

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Document No.: N12000000222

The date of each amendment(s) adoption: January 30, 2012.

Adoption of Amendment(s)

(CHECK ONE)

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

Dated: January 30, 2012

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).

William R. Clark

(Typed or printed name of person signing)

President

(Title of person signing)

**2025 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# N12000000222

**Entity Name:** UNITY IN THE COMMUNITY OF POMPANO BEACH, INC.**Current Principal Place of Business:**1685 NE 31ST ST  
POMPANO BEACH, FL 33064**Current Mailing Address:**1685 NE 31ST ST  
POMPANO BEACH, FL 33064 US**FEI Number:** 45-2777776**Certificate of Status Desired:** No**Name and Address of Current Registered Agent:**BLANGOR, MICHAEL T  
7124 N W 48TH LANE  
COCONUT CREEK, FL 33073 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

**SIGNATURE:** MICHAEL T. BLANGOR

04/10/2025

Electronic Signature of Registered Agent

Date

**Officer/Director Detail :**

Title DIRECTOR  
Name MANN, CAROLYN  
Address 3021 N.E. 13TH AVENUE  
City-State-Zip: POMPANO BEACH FL 33064

Title EXECUTIVE DIRECTOR - VP  
Name BLANGOR, MICHAEL T  
Address 7124 N W 48 LANE  
City-State-Zip: COCONUT CREEK FL 33073

Title DIRECTOR  
Name BOEHL, RON  
Address 1685 NE 31ST ST  
City-State-Zip: POMPANO BEACH FL 33064

Title PRESIDENT  
Name MCMAHON, TOM R  
Address 473 NE 1ST STREET  
City-State-Zip: POMPANO BEACH FL 33060

Title DIRECTOR  
Name GINGERICH, SUSAN  
Address 1000 E. ATLANTIC AVE  
110  
City-State-Zip: POMPANO BEACH FL 33060

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 517, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

**SIGNATURE:** MICHAEL T. BLANGOR

VP

04/10/2025

Electronic Signature of Signing Officer/Director Detail

Date



Department of the Treasury  
Internal Revenue Service

for Tax-Exempt Organization not Required to File Form 990 or 990-EZ

2024

Open to Public Inspection

A For the 2024 Calendar year, or tax year beginning 2024-01-01 and ending 2024-12-31

B Check if available

☐ Terminated for Business☒ Gross receipts are normally \$50,000 or lessC Name of Organization: UNITY IN THE COMMUNITY OF  
POMPANO BEACH INC1685 ne 31st st, PompanoBeach, FL, US, 33064D Employee Identification  
Number 45-2777776

E Website:

uicpompano.orgF Name of Principal Officer: MIKE BLANGOR7124 NW 48TH LN,COCONUT CREEK, FL, US,33073

**Privacy Act and Paperwork Reduction Act Notice:** We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

The organization is not required to provide information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. The rules governing the confidentiality of the Form 990-N is covered in code section 6104.

The time needed to complete and file this form and related schedules will vary depending on the individual circumstances. The estimated average times is 15 minutes.

**Note:** This image is provided for your records only. Do Not mail this page to the IRS. The IRS will not accept this filing via paper. You must file your Form 990-N (e-Postcard) electronically.

**Unity in the Community of Pompano Beach Operational Budget**

<b>Entertainment/Activities for Kid Zone:</b>			
GCB Plus - Train/Props/Kids Zone	\$ 1,350.00		
Bounce Houses and Inflatables	\$ 2,100.00		
Ice for water and kids zone supplies	\$ 200.00		
<b>Sub Total</b>		<b>\$ 3,650.00</b>	
<b>Entertainment for Main Area:</b>			
Bands and performers	\$ 2,000.00		
Sound System Rental	\$ 2,100.00		
Video Production	\$ 375.00		
Tent Rental	\$ 400.00		
Field Marking and Prep	\$ 200.00		
Food Supplies: Hamburgers, hotdogs, & condiments	\$ 1,300.00		
<b>Sub Total</b>		<b>\$ 6,375.00</b>	
<b>Advertising/Marketing:</b>			
a. Rack Cards and Flyers Printing	Incl		
b. Marketing Banners and Yard Signs	Incl		
c. Print Advertising	Incl		
d. Social Media advertisement	Incl		
<b>Sub Total</b>		<b>\$ 3,500.00</b>	
<b>Pre-Event Promotional Expense:</b>			
a. Website Update/Hosting	\$ 200.00		
b. Virtual Phone/E-Voice	\$ 225.00		
c. Untapped Kid's Crafts - Promotional Expense	\$ 400.00		
d. Yuletide Parade Decorations	\$ 100.00		
e. MLK Parade Decorations	\$ 100.00		
<b>Sub Total</b>		<b>\$ 1,025.00</b>	
<b>Misc. Supplies:</b>			
Postage	\$ 475.00		
<b>Sub Total:</b>		<b>\$ 475.00</b>	
<b>Sponsorship Packages:</b>			
a. Sponsor plaques and certificates	\$ 750.00		
b. Volunteer Luncheon and Awards	\$ 750.00		
<b>Sub Total</b>		<b>\$ 1,500.00</b>	
		<b>Total</b>	<b>\$ 16,525.00</b>



**Unity in the Community of Pompano Beach 2026 Itemized Budget**

**Event Date: January 24, 2026**

<b>Entertainment/Activities for Kid Zone:</b>			
GCB Plus - Train/Props/Kids Zone	\$ 1,350.00		
Bounce Houses and Inflatables	\$ 2,100.00		
Ice for water and kids zone supplies	\$ 200.00		
<b>Sub Total</b>		<b>\$ 3,650.00</b>	
<b>Entertainment for Main Area:</b>			
Bands and performers	\$ 2,000.00		
Sound System Rental	\$ 2,100.00		
Video Production	\$ 375.00		
Tent Rental	\$ 400.00		
Field Marking and Prep	\$ 200.00		
Food Supplies: Hamburgers, hotdogs, & condiments	\$ 1,300.00		
<b>Sub Total</b>		<b>\$ 6,375.00</b>	
<b>Advertising/Marketing:</b>			
	\$ 3,500.00		
a. Rack Cards and Flyers Printing	Incl		
b. Marketing Banners and Yard Signs	Incl		
c. Print Advertising	Incl		
d. Social Media advertisement	Incl		
<b>Sub Total</b>		<b>\$ 3,500.00</b>	
<b>Pre-Event Promotional Expense:</b>			
a. Website Update/Hosting	\$ 200.00		
b. Virtual Phone/E-Voice	\$ 225.00		
c. Untapped Kid's Crafts - Promotional Expense	\$ 400.00		
d. Yuletide Parade Decorations	\$ 100.00		
e. MLK Parade Decorations	\$ 100.00		
<b>Sub Total</b>		<b>\$ 1,025.00</b>	
<b>Misc. Supplies:</b>			
Postage	\$ 475.00		
<b>Sub Total:</b>		<b>\$ 475.00</b>	
<b>Sponsorship Packages:</b>			
a. Sponsor plaques and certificates	\$ 750.00		
b. Volunteer Luncheon and Awards	\$ 750.00		
<b>Sub Total</b>		<b>\$ 1,500.00</b>	
<b>Total</b>			<b>\$ 16,525.00</b>

**Exhibit "B"**  
**Payment Schedule – Lump Sum Payment**

**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 UNITY IN THE COMMUNITY OF POMPANO BEACH, INC. for Unity in the Community Family Fun Day for the current fiscal year is: Five Thousand Dollars (\$5,000.00).

There will be a lump sum payment issued in advance equal to Five Thousand Dollars (\$5,000.00). 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 lump sum narrative and 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.

All payments and reporting requirements apply for each project which is a part of the awarded contract.



## **EXHIBIT C**

### **INSURANCE REQUIREMENTS: NON PROFIT ORGANIZATION**

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

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

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

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

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

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

B. Liability Insurance.

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



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

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

**Type of Insurance**

**Limits of Liability**

**GENERAL LIABILITY:**

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

\* Policy to be written on a claims incurred basis

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

**AUTOMOBILE LIABILITY:**

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

XX comprehensive form  
XX owned  
XX hired  
XX non-owned

**REAL & PERSONAL PROPERTY**

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

**EXCESS LIABILITY**

Per Occurrence Aggregate

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

Per Occurrence Aggregate

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

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

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

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

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

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

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



**AGREEMENT,  
WAIVER AND RELEASE**

STATE OF FLORIDA  
COUNTY OF BROWARD

ACTIVITY: Unity in the Community

**BEFORE ME**, this day, the undersigned authority, personally appeared Michael Blangor who first being duly sworn deposes and says:

1. Michael Blangor  
(PARTICIPANT) participating in Unity in the Community ("RELEASEE") activity.

2. I, the undersigned, WAIVE, RELEASE, DISCHARGE AND COVENANT NOT TO SUE THE CITY OF POMPANO BEACH, its employees, Commissioners, officers and agents for purposes herein referred to as "RELEASEE", for BODILY INJURY, DEATH OR PROPERTY DAMAGE AND WAIVE ANY AND ALL CLAIMS that the above-named PARTICIPANT, his personal representatives, assigns, heirs and next of kin may have as a result of bodily injury, death or property damage due to the negligence of RELEASEE

3. The undersigned expressly ACKNOWLEDGES, UNDERSTANDS AND AGREES that the activities involved in the Unity in the Community Family Fun Day involve the risk of injury and/or death and/or property damage. Accordingly, the undersigned ACKNOWLEDGES that the City of Pompano Beach and/or its OFFICERS, COMMISSIONERS, EMPLOYEES OR AGENTS, all for the purposes herein referred to as "RELEASEE", are not responsible for any injury, death or property damage sustained while participating in the City of Pompano Beach's activities. The undersigned HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE, RELEASEE from any and all liability to the above-named PARTICIPANT, his personal representatives, assigns, heirs and next of kin for any and all loss or damage, and any claims or demands therefore whether caused by negligence of RELEASEE or otherwise while the above-named is participating in the above-referenced program.

4. In the event that the above-named PARTICIPANT sustains physical injury while participating in the above-referenced program, I hereby authorize and request that said PARTICIPANT receive emergency treatment from the City of Pompano Beach's attending physician or from any individual or individuals licensed by the State of Florida as a Medical Service Unit as well as any hospital in the State of Florida.

5. The UNDERSIGNED further expressly agrees that the foregoing AGREEMENT, WAIVER AND RELEASE is intended to be as broad and inclusive as is permitted by the laws of



this State and County and that if any portion thereof is held invalid, it is agreed that the balance shall notwithstanding continue in full legal force and effect.

6. THE UNDERSIGNED HAS READ AND VOLUNTARILY signs this AGREEMENT, WAIVER AND RELEASE and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

Michael Blangor

8/21/2025

Participant

Date

Michael Blangor

Participant Printed