

MISCELLANEOUS APPROPRIATIONS CONTRACT

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

WHEREAS, the City of Pompano Beach has appropriated for its current Fiscal Year 2019-20 (October 1st through September 30th), the sum of \$5,000 to RECIPIENT, to conduct a program entitled or activity as described in Exhibit "A" Recipients Requirements, Contractual Responsibilities and Program Description which is attached hereto and incorporated herein by reference, for the period beginning October 1, 2019 and ending September 30, 2020; and

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

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

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

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

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

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

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

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

7. Contract Administrators, Notices and Demands.

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

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

If to Recipient: Pat Rowley
Executive Director
P. O. Box 154
Pompano Beach, FL 33061
Office: (954) 782-3015
Email: info.pompanohistory@gmail.com

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Non-Assignability and Subcontracting.

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

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

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

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

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

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

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

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

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

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

20. Public Records.

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

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

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

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

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

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

PUBLIC RECORDS CUSTODIAN

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

CITY CLERK

100 W. Atlantic Blvd., Suite 253

Pompano Beach, Florida 33060

(954) 786-4611

RecordsCustodian@copbfl.com

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

22. Waiver and Modification.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

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

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To From:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

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

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"RECIPIENT"

Pompano Beach Historical Society, Inc.
(Print or type name of company here)

Witnesses:

James Post
(Print or Type Name)

PATRICK ROWLEY
(Print or Type Name)

By: Peter Williams

Print Name: PETER WILLIAMS

Title: PRESIDENT

Business License No. _____

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 27th day of August, 2019, by ~~James William Post~~ Peter Williams as President of Pompano Beach Historical Society, a Florida corporation on behalf of the corporation or a Florida limited liability company on behalf of the company. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

Randi C. Arnold
NOTARY PUBLIC, STATE OF FLORIDA


 RANDI C. ARNOLD
Commission # GG 109626
(Name of Acknowledger Typed or Printed or Stamped)
GG 109626
Commission Number

Exhibit “A”

Recipients Requirements, Contractual Responsibilities and Program Description

1. RECIPIENT agrees to do as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Organization name: Pompano Beach Historical Society, Inc.

Program funded: Pompano Beach Historical Society Programs, Tours, and Events (various)

Amount funded: \$5,000

Program description: Monthly programs and lectures based on a historic theme are operated throughout the year by members of the Historical Society. Lecturers in the past have included original Florida Highwaymen artist Curtiss Arnett, as well as speakers from local organizations. Bi-monthly historic tours of the City of Pompano Beach are narrated by Dan Hobby, a local historian and author. Museum tours located at Founder's Park are conducted throughout the year. On Saturdays between November and April, the Historical Society maintains a booth at Pompano's longest operating Green Market. This provides an ideal opportunity to engage with local community and visitors to promote the history of Pompano Beach.

Form Name:	City of Pompano Beach 2019-2020 Nonprofit Sponsorship Application
Submission Time:	May 10, 2019 10:35 am
Browser:	Chrome 74.0.3729.131 / Windows
IP Address:	99.101.50.65
Unique ID:	503693408
Location:	26.278499603271, -80.116798400879

About Your Organization

Which Fiscal Year Is Your Organization 2019-2020

Applying For?

Full Name of Nonprofit: Pompano Beach Historical Society

Mission of Nonprofit: The Pompano Beach Historical Society's mission is to collect, preserve and publicize the history of the Greater Pompano Beach area.

Brief Overview of Nonprofit: The Historical Society provides a variety of services to the Pompano community via regular programs and lectures, historical tours, and management of our historical properties and museum. We also participate and assist in operating Pompano's Green Market over the course of the season, conduct historically themed fundraisers and other events several times a year, and actively manage and provide access to thousands of artifacts, photos, and other items that promote Pompano's rich history. We often collaborate with other, like-minded organizations within the community to enhance the value that we deliver to the public. All regular monthly program events are open to the public without charge often attracting a diverse group of area residents.

Nonprofit Website: <http://www.pompanohistory.com>

Which Funding Priority Does Your Nonprofit Qualify For: Education

Type of Organization - select the one that best applies: Public/Societal Benefit

Executive Summary of How Nonprofit will use City of Pompano Beach Funding: The Pompano Beach Historical Society intends to use the funding provided by the City of Pompano Beach to support, in part, the operation of our monthly programs and lectures; assist in the archival and digitization of the organization's vast collection of photographs, maps and other artifacts, and in 2020 provide public access to a portion of the archive online and on demand; maintain and provide public tours of the Kester Cottage museums; and continued management and renewal of our historic publications.

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

The Historical Society's many activities and programs are designed to engage, educate, and enrich the well-being of our diverse Pompano Beach community. Historically themed programs and lectures, events organized to share the history of Pompano Beach, active support of Pompano's long-running Green Market and other events within our growing downtown and Innovation District help to both bring our community together and enhance the cohesiveness and quality-of-life within our neighborhoods. An understanding and appreciation of Pompano's history provides the basis for building a better future together and further promotes Pompano Beach as a great place to live and work.

Statement of Need:

The funding provided by the City of Pompano Beach is significantly instrumental in enabling our mission and typically supports over 20% of our yearly operating budget. While the Historical Society generously receives strong support from local community members, business organizations, and area non-profit foundations, the Society primarily relies on local members and others that volunteer to operate our programs and tours, participate in community outreach, and to maintain our historic collections and museum.

Include a Description of the Geographic Area You Serve:

All Pompano Beach Historical Society programs and other events are open to the public and serve the entire greater Pompano Beach community. Residents and visitors attend all regular monthly programs and lectures at no charge.

Does Your Organization Receive Matching Funds?

No

About Your Board of Directors

Board Disabled 0

Board Minorities 2

Board Seniors 10

Total Board Members 16

Program/Event Information #1

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

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

Program/Event Name Pompano Beach Historical Society Programs, Tours, and Events (various)

Type of Program/Event

Other

If other, please specify:

Conduct twelve monthly programs and lectures. Operate six bi-monthly historic tours of the City of Pompano Beach. Conduct guided tours of the Historical Society's Kester Cottage museums. Participate in approximately thirty Green Market dates on Saturdays between October and April and other events partnering with the CRA, Florida Farm Bureau, Pompano Proud and others. Operate three to four fundraisers benefiting the Historical Society and other local organizations. Promote Pompano's history, area pioneers, and local traditions at community events and with other like-minded organizations.

Describe the program/event succinctly:

Monthly programs and lectures based on a historic theme are operated throughout the year by members of the Historical Society. Lecturers in the past have included original Florida Highwaymen artist Curtiss Arnett, as well as speakers from local organizations. Bi-monthly historic tours of the City of Pompano Beach are narrated by Dan Hobby, a local historian and author. Museum tours located at Founder's Park are conducted throughout the year. On Saturdays between November and April, the Historical Society maintains a booth at Pompano's longest operating Green Market. This provides an ideal opportunity to engage with local community and visitors to promote the history of Pompano Beach.

The Historical Society conducts several fundraisers each year to raise funds covering the balance of operating expenses. The Historical Society is proud to annually host members of the original Florida Highwaymen artists to showcase works of art illustrating Florida landscapes from an earlier time.

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

The Historical Society's goal is both to educate and inspire. Educate to instill appreciation for Pompano's past and inspire to spark application of past accomplishments toward future goals. The funding provided by the City of Pompano Beach allows the Historical Society to continue to devote needed resources towards accomplishing this goal by supporting the ongoing archival and digitization of the Society's photographs, maps, and other items, and the cost to maintain and operate our historic Kester Cottages and museum available for public tour. Funding also contributes towards offsetting a portion of the monthly operating cost to maintain a part-time Executive Director instrumental in the coordination and planning of all Society sponsored programs and events.

What are the outcomes of your program/event?

The Historical Society strives to build stronger neighborhood ties and enhance community engagement through greater appreciation and insight into Pompano's history and local pioneers. In addition, the Historical Society actively participates in programs and events within Pompano's historic downtown and Arts and Innovation District, and partners with neighborhood and other like-minded organizations throughout Pompano Beach to promote a stronger and more cohesive community for the benefit of both existing and new residents of our growing city.

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

5,001-10,000

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

9000

Describe the demographics of the population you are impacting with this program/event: Demographics: Socioeconomic characteristics of a population expressed statistically, such as age, sex, education level, income level, occupation.

All programs and other activities conducted by the Historical Society are open to the general public and are not targeted towards specific demographic groups. Most attendees at program events are residents of Pompano Beach along with their family members and friends of all ages. Out-of-town participants increase during the winter season. Events with broad south Florida appeal typically draw increased participation from surrounding communities. Several activities planned at the Green Market are typically geared towards children.

In addition, the Historical Society from time-to-time coordinates programs that specifically facilitate senior participation. Partnering with John Knox Village, senior residents can use arranged bus transportation to attend selected Historical Society programs and events. This past year residents of JKV were able to join us for our annual Progressive Dinner event at Founder's Park, Sample McDougald House, and Aly Cultural Arts center. A tour of the Naval Air Museum is planned for June, and in the upcoming season, regular bus transportation is being discussed for JKV residents to attend Pompano's Green Market. The Historical Society also sponsors occasional educational opportunities for seniors, including basic computer and cell phone "how-to" educational sessions with local professionals.

For younger residents, the Historical Society provides internship and volunteer opportunities for area high school and college-age students. This past summer several students from local high schools assisted in organizing and digitizing portions of the Historical Society's collection of photos and other assets. This is a great opportunity for students to gain early on-the-job experience, while also learning a bit about Pompano Beach history and local pioneers.

Start Date of Program/Event:	Oct 01, 2019
End Date of Program/Event:	Sep 30, 2020
Does your program/event have a start time/end time?	No
Name of Program/Event Venue:	Events are typically conducted at the Dick & Miriam Hood Center located within Founder's Park unless otherwise noted.
Address of Program/Event Venue Location:	217 NE 4th Avenue Pompano Beach, FL 33060
Attire of Program/Event (select the one that best applies):	Casual
List any Benefits or Amenities the City of Pompano Beach Receives:	The City of Pompano Beach receives no direct monetary benefit from activities conducted by the Pompano Beach Historical Society. City officials and agencies are encouraged to actively participate in Historical Society programs and events.
Amount Requested:	10000
Are you applying for a second Program/Event?	Yes

Program/Event Information #2

Will your organization be hosting an event on City property?	No
Which are you applying for? (Program/Event)	Program
Program/Event Name	Online Digital Collection Implementation
Type of Program/Event	Other
If other, please specify:	The proposed effort would implement initially a pilot program to make available to the public an online, searchable collection of photographs, maps, and other artifacts maintained within the archives of the Pompano Beach Historical Society. Upon successful deployment of the pilot, the Historical Society would then take steps to convert the pilot implementation to a community-wide accessible service while continuing to expand the collection of searchable digitized assets. The online collection would be available at no charge and ultimately available to all within the Pompano Beach community and beyond.

Describe the program/event succinctly: The Historical Society has amassed many thousands of artifacts and other museum pieces over the decades that, to this point, are largely available only by visiting our museum site at Founders Park. While effort has been increased over the past years to digitize a portion of the Historical Society's collection, to-date that effort has not yet resulted in significant benefit to the general public.

The proposed program effort for the 2019-2020 fiscal year intends to rectify this situation by migrating the currently digitized artifacts to a searchable, online web presence along with accelerating effort to digitize additional relevant items within the collection. The resulting Online Digital Collection would then be available broadly to Pompano Beach residents and the general public and would provide a useful point to browse Pompano's history, more easily locate and research topics of interest, and provide a broader understanding of Pompano's importance as a pillar within Broward County and the State of Florida.

The Online Digital Collection effort includes the following key activities:

1. Preparation of selected photographs, maps, audio and other assets for online access; including appropriate digitization, organization within collections and galleries, and development of storyboards and narrative to further provide context.
 2. Selection of an appropriate collection management software solution and hosting vendor that would provide online, searchable access to the digitized collection; including evaluation of two to three different vendors using an internal pilot to assess suitability and drive the selection process.
 3. Procurement and implementation of the selected Collection Management software; and configuration, branding, and asset setup to fulfill the Historical Society's objectives.
 4. Rollout of a limited pilot targeted initially to Historical Society members for further evaluation and feedback.
 5. Implementation of incremental improvements based on member feedback to facilitate ease-of-access and ensure maximum usability.
 6. Expanded effort to further digitize selected assets from the Historical Society's archives to extend content available within the Online Collection.
 7. And finally, a broader rollout to the entire greater Pompano Beach community with corresponding advertisement, promotion, and press release announcements.
-

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

The primary goal of the program is to bring broader awareness to the extensive collection of historic artifacts, narrative, and audio transcripts currently available only at the Historical Society's museum site. And, using an online, searchable catalog, provide Pompano residents, business owners, organizations, and others the opportunity to more readily discover items of interest. Facsimiles of retrieved assets would be downloadable for individual use or reference. In certain cases, replicas of digitized assets could also be purchased online for a nominal charge if desired.

The Historical Society believes the benefit of better understanding our history, the efforts pioneer families and others expended to build our city, and the pride felt in being better able to connect past events and tradition with current and future programs is significant. This effort is directly in line with the Historical Society's mission: to preserve and promote the history of Pompano Beach, and in doing so, improve the self-satisfaction and community well-being among all residents. We also strongly believe that this effort enhances the stature of the City of Pompano Beach as a leading provider of cultural, artistic, and historical activities of interest within Broward County and beyond.

Effort to implement the program would largely be carried out by volunteer members within the Historical Society with specific skills relevant to the implementation tasks. The Historical Society requests that the City of Pompano Beach consider funding costs for software and support, ongoing charges for online hosting services, and a portion of Historical Society overhead costs allocated to the program.

What are the outcomes of your program/event?

In summary, the Historical Society anticipates a more engaged, informed and enthusiastic public better in touch with key events in our city's history. Today, while a core group of active Historical Society members participate regularly in the programs, events and other activities conducted by our organization, large numbers of others throughout the community are not able to take advantage of the opportunity to do so. This proposed program to implement an Online Digital Collection including associated photos, audio, and other assets is intended to deliver our city's history to our diverse community at-large and on demand ... and with that, the opportunity for the public to engage more fully and informed in current and future community events and planning.

Specifically, key outcomes the Historical Society expect from this program include:

1. Better awareness of Pompano's rich historical past
2. Pride and satisfaction for community members in being able to more fully appreciate the perseverance and accomplishment of Pompano's many pioneers and early settlers
3. Improved appreciation of the diversity that created this City and the importance of promoting such diversity as we collectively chart our future together
4. Engagement of all community members in the ability to explore Pompano's history on demand without regard to age, income level, occupation, disability or place of residence
5. Recognition of Pompano Beach's importance as a pillar within Broward County and the State of Florida

Estimated # of Attendees at the Program/Event (select the one that best applies)	5,001-10,000
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Please Specify the Number of City of Pompano Beach Residents Your Organization will Serve if the Program/Event is Funded:	6500
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Describe the demographics of the population you are impacting with this program/event: Demographics: Socioeconomic characteristics of a population expressed statistically, such as age, sex, education level, income level, occupation.

During the initial pilot and evaluation period the targeted audience would largely be Historical Society members. Afterwards, a broader rollout is envisioned that would impact a wide range of Pompano Beach and area residents and would continue to expand over time. Specific effort is expected to reach out to libraries, local schools, and neighborhood organizations to engage educational professionals and younger residents providing them with the tools to explore Pompano's past through an online, interactive medium. We would also expect to promote the Online Digital Collection with other historically-minded organizations throughout Broward County. And press releases and other promotional material targeted to local-area businesses would highlight the collection of historic photographs and maps that may be of interest to enhance their operations. As a result of being an online resource, all community members would have the opportunity to explore Pompano's history, without regard to age, income level, occupation, or disability.

Start Date of Program/Event:	Oct 01, 2019
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End Date of Program/Event:	Sep 30, 2020
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Does your program/event have a start time/end time?	No
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Name of Program/Event Venue:	Program effort will be coordinated at the Dick & Miriam Hood Center located within Founder's Park.
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Address of Program/Event Venue Location:	217 NE 4th Avenue Pompano Beach, FL 33060
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Attire of Program/Event (select the one that best applies)	Casual
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List any Benefits or Amenities the city of Pompano Beach Receives:	The successful implementation of the proposed program would be a leading-edge accomplishment for the Historical Society and the City of Pompano Beach. As a result of this effort we would become one of only a handful of communities within southeast Florida that currently has such an online collection of assets available to residents area-wide.
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Amount Requested:	6000
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Additional Activities

Are there any additional activities associated with the primary sponsorship event (Examples include VIP event, Kickoff event, Awards Ceremony, Thank You/Recognition Party, etc...)	No
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Additional Information

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

The Pompano Beach Historical Society was first organized in 1973 by residents to collect and preserve the artifacts and memories of "Old Pompano." The founding members of the Society chose the plow as a symbol for the organization to reflect the community's agricultural heritage.

Since then, the two Kester Cottages donated by the Kester family in 1974, the city's original Fire Station housing two original Pompano Beach fire engines dating from 1926 and 1949, along with the Hood Center, a generous gift of Dick and Miriam Hood - all located within Founders Park - comprise the hub of the Pompano Beach Historical Society facilities and museum serving the entire Pompano Beach community.

The Pompano Beach Historical Society is now the city's primary non-profit organization responsible for collecting, managing, and providing access to the historical information and artifacts that document our city's history, activities, and events. Beyond the role of custodian, Board and Society members actively fulfill our mission to share Pompano's rich history with our community and beyond ... to promote, inform, and educate ... driving appreciation and satisfaction within our city. The Historical Society enthusiastically believes that a thoughtful understanding of our city's past enables residents to fulfill greater potential as Pompano Beach continues to grow in a new century.

The Historical Society has been engaging members and the community regularly since its founding presenting historically themed programs and lectures on a monthly basis. The Historical Society is instrumental in sponsoring publications authored by local historians and pioneers that chronicle the many events and milestones within Pompano's past.

The Society is also a founding principal of Pompano's longest running Green Market. The Market, while organized to promote Pompano's agricultural heritage, provides an ideal opportunity to engage with the public, and promote awareness to the many cultural activities within the city. The Historical Society maintains a booth staffed by members and other community volunteers during each Green Market event.

Any other information you wish to share?

From the Historical Society's involvement with the city's Green Market, to the Society's lead role in successfully organizing the celebration of Pompano Beach's 100th anniversary, to today's historically themed programs and lectures engaging community members, the Pompano Beach Historical Society has emerged as a premier partner of the City of Pompano Beach to both promote our city's history and provide ongoing cultural benefit to the city's residents.

The Pompano Beach Historical Society actively collaborates with other historically themed non-profit organizations within Pompano Beach, Broward County, and the State of Florida to enhance the value of our efforts. Board members within the Historical Society often participate with or serve on boards of the Broward County Historic Preservation Board, the Pompano Beach Historic Preservation Committee, Pompano's Sample-McDougald House, the CRA and others to provide synergy across activities that help to preserve and promote our region's history. Together we build a stronger platform of offerings that collectively help our organizations engage within the community at large and promote the community's well-being going forward.

City of Pompano Beach Funding History

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

Yes

If yes, when was the most recent year?

2019

What was the name of program/event funded?

Pompano Beach Historical Society Programs, Tours, and Events (Community Events, Education)

How much was the funding for this program/event?

9500

Requested Budget Information

What is the total value your nonprofit is applying for?

16000

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

Yes

Are you including the following:

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

Upload your documents: All items are mandatory.

Itemized Budget - Please provide a budget ONLY for the program/event you are applying for. Annual agency budgets will not be accepted.	https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077528/503693408/72077528_pompano_beach_historical_society_itemized_budget.pdf
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W9	https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077535/503693408/72077535_pompano_beach_historical_society_w9.pdf
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IRS Letter	https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077552/503693408/72077552_pompano_beach_historical_society_irs_letter.pdf
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List of Board of Directors	https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077556/503693408/72077556_pompano_beach_historical_society_board_of_directors.pdf
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Articles of Incorporation	https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077558/503693408/72077558_pompano_beach_historical_society_articles_of_incorporation.pdf
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Charity/Organization Contact

Name	Pat Rowley
Title	Executive Director
Email	info.pompanohistory@gmail.com
Phone Number	(954) 782-3015
Address	P. O. Box 154 Pompano Beach, FL 33061

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

DEPARTMENT OF THE TREASURY

Date: **MAR 15 2018**

POMPANO BEACH HISTORICAL SOCIETY
INC
C/O HINKLE RICH
DARYL L HINKLE
2600 NE 14TH STREET CAUSEWAY
POMPANO BEACH, FL 33062-8224

Employer Identification Number:
59-1554940
DLN:
17053284378037
Contact Person:
CHRIS BROWN ID# 31503
Contact Telephone Number:
(877) 829-5500

Accounting Period Ending:
September 30
Public Charity Status:
509(a)(2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
February 15, 2011
Contribution Deductibility:
Yes
Addendum Applies:
No

*Math let Mr. Post
know - send him copy*

Dear Applicant:

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

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

Based on the information you submitted in your application, we approved your request for reinstatement under Revenue Procedure 2014-11. Your effective date of exemption, as listed at the top of this letter, is retroactive to your date of revocation.

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

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

For important information about your responsibilities as a tax-exempt

Letter 947

POMPANO BEACH HISTORICAL SOCIETY

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

We sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

Stephen A. Martin

Director, Exempt Organizations
Rulings and Agreements

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Pompano Beach Historical Society

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

- ☐ Individual/sole proprietor or single-member LLC
- ☒ C Corporation
- ☐ S Corporation
- ☐ Partnership
- ☐ Trust/estate
- ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____
- Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
- ☐ Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 1

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

P.O. Box 154

6 City, state, and ZIP code

Pompano Beach, FL 33061

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

____ - ____ - _____

or

Employer identification number

5 9 - 1 5 5 4 9 4 0

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Date ►

5-8-2019

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

ARTICLES OF INCORPORATION
OF
THE POMPANO BEACH HISTORICAL SOCIETY, INC.
(a corporation not for profit)

The undersigned subscribers to these Articles of Incorporation, each a natural person competent to contract, hereby associate themselves together to form a corporation not for profit under Chapter 617 of the Statutes of the State of Florida and do agree as follows:

ARTICLE I

NAME: The name of this corporation not for profit is POMPANO BEACH HISTORICAL SOCIETY, INC.

ARTICLE II

PURPOSES: The general nature of the objects and purposes of this corporation are and shall be:

(a) to ascertain, maintain, preserve and disseminate the history of the area of the City of Pompano Beach, and its inhabitants from its early beginning to the present

(b) to establish, advertise, maintain and preserve a local historical society together, collate, and disseminate information, background and historical facts concerning the City of Pompano Beach and its environs in order to preserve such information and to present it to the general public in such a way as to educate and inform the general public about the heritage of the Pompano Beach area, and

(c) to record the current and future information and events pertaining to Pompano Beach and its environs, all to the end that the same may be available for posterity, and

(d) to encourage and arouse the interest of the inhabitants of the City of Pompano Beach and its environs in the history of the City of Pompano Beach and its inhabitants, and to assist the endeavors of the Historical Association of Southern Florida and also the Historical Society of Florida in the furtherance of their respective purposes.

APR 8 2 56 PM '34
DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

FILED

ARTICLE III

POWERS: In order to promote the purposes of this corporation, it may acquire property by grant, gift, purchase, devise or bequeath and may hold and dispose of such property as the corporation shall require for its purposes and not for pecuniary profit, and

In furtherance of its purposes as herein set out, this corporation shall have and exercise all powers granted to corporations not for profit under the provision of Chapter 617 of the Statutes of the State of Florida, and from time to time, in addition thereto, and not in limitation thereof, to acquire, construct, lease, maintain and operate any and all buildings, offices, and equipment which may be necessary or desirable for the accomplishment of its purposes, and to solicit and collect funds and contributions, receive by gift, deed, bequest or devise, or otherwise acquire money and property of every kind and description for its purposes, as herein set forth, and

Borrow money, purchase, receive by gift, devise, or bequest, hold, mortgage, lease, sell or otherwise acquire and dispose of real or personal property or both, of every kind and description, as it may be necessary or desirable for its purposes, and

To do any and all lawful acts that may be necessary, useful, suitable, desirable or proper for the furtherance, accomplishment or attainment of its purposes and cooperate with other individuals, corporations, groups, or agencies engaged in the same or similar purposes.

ARTICLE IV

CORPORATION NOT FOR PROFIT: This being a corporation not for profit, it shall be operated exclusively for the purposes set out herein and no part of its net earnings shall inure to the benefit of any of its members, officers, directors or trustees.

ARTICLE V

QUALIFICATION OF MEMBERS: The membership of this corporation shall consist of all persons hereinafter named as subscribers and such other persons as, from time to time hereafter, evidence interest in the purposes of this corporation and may be enrolled as members in the manner provided by the By-Laws.

ARTICLE VI

MEMBERSHIP: This corporation shall have the right to adopt By-Laws providing for classes of membership, qualification of members, and payment of dues, and for the forfeiture of memberships for failure to pay dues or for such other reasons as may be set out in the By-Laws.

ARTICLE VII

TERM OF EXISTENCE: This corporation shall have perpetual existence, but if for any reason, the corporation shall cease to exist as a legal entity and its Charter shall expire or terminate, the title to all of its property both real and personal, shall be vested in the Broward County Historical Commission, a Florida State Governmental Agency, organized and existing under the laws of the State of Florida, for similar purposes as set forth herein; if that State Agency is unable or unwilling, or cannot so utilize such property, real, personal, or mixed, then and in that event, title to such property shall revert to the original donors thereof.

ARTICLE VIII

SUBSCRIBERS: The names and residences of the subscribers to these Articles are:

Mrs. Harrison James	737 N.E. 7th Street Pompano Beach, Florida
Mrs. William Booth	2391 N.E. 28th Street Pompano Beach, Florida
Mrs. David Ballou	1200 N.E. 8th Street Pompano Beach, Florida
Lowry W. Davis	950 N. Federal Highway Pompano Beach, Florida
Robert T. Clelland, Jr.	950 N. Federal Highway Pompano Beach, Florida

ARTICLE IX

OFFICERS: Section I - The officers of this corporation shall be at a minimum of: a president, a vice-president, a secretary and a treasurer and such other officers as may be provided in the By-Laws.

Section II - The names of the persons who are to serve as officers of this corporation until their successors are chosen and qualify at the first annual meeting of the Board of Trustees are:

<u>Officer</u>	<u>Address</u>
President - Mrs. David Ballou	1200 N.E. 8th Street Pompano Beach, Florida
Vice-President - Mrs. William Booth	2391 N.E. 28th Street Pompano Beach, Florida
Secretary - Mrs. Harrison James	737 N.E. 7th Street Pompano Beach, Florida
Treasurer - Mrs. Elizabeth Banks	1340 South Ocean Boulevard Pompano Beach, Florida

Section III - The officers shall be elected at the annual meeting of the Board of Directors and shall serve for a term of one (1) year, or until their successors are duly elected and qualified and have assumed office.

ARTICLE X

BOARD OF TRUSTEES: Section I - The business affairs of this corporation shall be managed by the Board of Trustees. This corporation shall have five (5) trustees initially. The number of trustees may be increased from time to time, by a By-Law adopted by a majority of the membership present at a meeting called for that purpose, but shall never be less than five (5).

Section II - The trustees shall be members of the corporation.

Section III - Members of the Board of Trustees shall be elected by a plurality of those members

present at the annual meeting in accordance with the By-Laws.

Section IV - The names and addresses of the persons who are to serve as trustees for the ensuing year or until their successors are elected and qualify are:

Mrs. Harrison James	737 N.E. 7th Street Pompano Beach, Florida
Mrs. William Booth	2391 N.E. 28th Street Pompano Beach, Florida
Mrs. David Ballou	1200 N.E. 8th Street Pompano Beach, Florida
Lowry W. Davis	950 N. Federal Highway Pompano Beach, Florida
Robert T. Clelland, Jr.	950 N. Federal Highway Pompano Beach, Florida

Section V - The president or immediate past president of the corporation shall at all times be members of the Board of Trustees.

ARTICLE XI

RESIDENT AGENT: The name and address of the initial Resident Agent is Lowry W. Davis, Esquire
950 North Federal Highway, Suite 202
Pompano Beach, Florida 33062

ARTICLE XII

BY-LAWS: Except as otherwise provided in these Articles, the Board of Trustees of this corporation may provide such By-Laws for the conduct of its business and the carrying out of its purposes as they may deem necessary from time to time.

Upon proper notice, the By-Laws may be amended, altered or resinded by a majority vote of those members of the Board of Trustees present at any regular or special meeting called for that purpose.

ARTICLE XIII

AMENDMENTS: Section I - These Articles of Incorporation may be amended at a special meeting of the membership called for that purpose by 2/3 vote of those present.

Section II - Amendments may also be made at a regular meeting of the membership upon notice given, as provided by the By-Laws, of intention to submit such amendments.

ARTICLE XIV

DISTRIBUTION OF ASSETS UPON DISSOLUTION: No person, firm or corporation shall ever receive any dividends or profits from the undertaking of this corporation, and, in the event, and/or upon dissolution of this organization all of its assets remaining after payment of all costs and expenses of such distribution shall be distributed as set forth hereinabove in Article VII herein and that none of the assets will be distributed to any member, officer or trustee of this corporation.

ARTICLE XV

LOCATION: The principal location of this corporation, which may be changed from time to time by a majority vote of the Board of Directors, shall be at 1213 East Atlantic Boulevard, Pompano Beach, Broward County, Florida.

IN WITNESS WHEREOF, we the undersigned subscribing incorporators, have hereunto set our hands and seals this 2nd day of April 1974 for the purposes of forming this corporation not for profit under the laws of the State of Florida.

Robert T. Clelland, Jr.
William W. Ballou
James Booth
David B. James
Lowry W. Davis

STATE OF FLORIDA :
: ss
COUNTY OF BROWARD :

Before me, a notary public, duly authorized in the state and county named above to take acknowledgements personally appeared Mrs. Harrison James, Mrs. William Booth, Mrs. David Ballou, Lowry W. Davis and Robert T. Clelland, Jr., to me known to be the persons described as subscribers in and who executed the foregoing Articles of Incorporation, and they acknowledge before me that they execute and subscribe to these Articles of Incorporation.

WITNESS my hand and official seal in the county and
state named above, this 2nd day of April 1974.

Gail Whinnell (SEAL)
Notary Public

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
My commission expires March 10, 1978
Bonded by U. S. Fidelity & Guarantee

ACKNOWLEDGMENT OF RESIDENT AGENT

Having been named to accept service of process for the
above stated corporation at the place designated in these
Articles of Incorporation, I hereby accept to act in this
capacity and agree to comply with the provision of said
act relative to keeping open said office.

Lowry W. Davis
Lowry W. Davis

THE BOARD OF DIRECTORS

The Pompano Beach Historical Society Board of Directors is the organization's governing board, and as such is legally responsible for the control and management of the organization. Board members have a fiduciary responsibility to work for the well-being of the organization.

The Board of Directors' governing authority is collective; individual board members have no governing authority outside the board, nor may he or she direct or obligate the organization unless such authority is specifically delegated.

MAJOR DUTIES OF BOARD OF DIRECTORS

Although each non-profit organization may have specific requirements for its governing board, the following are generally accepted duties:

1. **Provide continuity for the organization** by setting up a corporation or legal existence, and to represent the organization's point of view through interpretation of its products and services, and advocacy for them
2. **Select and appoint a chief executive** to whom responsibility for the administration of the organization is delegated, including:
 - (a) to review and evaluate his/her performance regularly on the basis of a specific job description, including executive relations with the board, leadership in the organization, in program planning and implementation, and in management of the organization and its personnel
 - (b) to offer administrative guidance and determine whether to retain or dismiss the executive
3. **Govern the organization by broad policies and objectives**, including to assign priorities and ensure the organization's capacity to carry out programs by continually reviewing its work.
4. **Acquire sufficient resources for the organization's operations** and to finance the products and services adequately
5. **Account to the public for the products and services of the organization and expenditures of its funds**, including:
 - (a) to provide for fiscal accountability, approve the budget, and formulate policies related to contracts from public or private resources
 - (b) to accept responsibility for all conditions and policies attached to new programs.

(ADAPTED FROM BRENDA HANLON, *IN BOARDS WE TRUST*)

BOARD OF DIRECTORS (2019-2020)

NAME	EMAIL	TELEPHONE
Peter Williams – President	donnawill@bellsouth.net	954-709-8678
Robert Whitsett – Vice President	wrw218@gmail.com	954-873-7546
Jim Post – Treasurer	jimpost@gmail.com	847-867-7988
Lita Chambers – Secretary	seelita@live.com	954-681-7530
Tobi Aycok	theaycocks1@comcast.net	954-914-5022
Shanna Benson	sb@sablemarketinggroup.com	954-612-1035
Jerry Bowman	bowm7920@bellsouth.net	954-298-0854
Denyse Cunningham	bcdc@att.net	954-258-3254
Tom Curran	ctomsell@aol.com	954-682-9013
Claudia DuBois	claudia@therotaryclub.org	954-913-3236
Carol Ann Mott	camott@bellsouth.net	954-781-4632
Katy Mullon	katy.mullon@gmail.com	954-292-8491
Irene Reidich	bubbiepomp@bellsouth.net	954-941-0963
Mona Silverstein	monasilverstein@gmail.com	954-997-9888
David Wheeler	davidwheeleresq@gmail.com	954-234-7890
Margaret White	thewhths@bellsouth.net	954-263-9286
(vacant)		

ADDENDUM “1” – Programs, Tours, and Events (various)

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

		Last Year Adopted 2019	Current Year Proposed 2020
Resource Available:			
City of Pompano Beach		9,500	10,000
Federal Funding		0	0
State Funding		0	0
Other Local Government Funding		0	0
Foundation Grants		2,500	2,500
User Fees		3,200	3,600
Other Revenue Sources		26,000	27,000
Total Resources Available		47,000	43,100
Resource Allocated:			
Salaries	Exec Dir	16,200	14,580
Benefits		0	0
Supplies		3,500	3,600
Contractual Services	Accountant	1,000	1,000
	Insurance	8,475	7,000
	Maintenance	2,000	2,400
	Utilities	1,800	1,620
Capital Outlay [Equipment]		1,000	500
Other	Cash Reserve	1,625	1,000
	Gifts	1,000	1,500
	Programs	6,000	5,000
	Print/Mail	3,500	3,800
	Storage	900	1,100
Total Resources Allocated		47,000	43,100

ADDENDUM “1” – Online Digital Collection

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

		Last Year Adopted 2019	Current Year Proposed 2020
Resource Available:			
City of Pompano Beach			6,000
Federal Funding			0
State Funding			0
Other Local Government Funding			0
Foundation Grants			1,000
Individual Donations			500
Other Revenue Sources			1,600
Total Resources Available			9,100
Resource Allocated:			
Salaries	Exec Dir		1,620
Supplies			400
Contractual Services	Accountant Utilities		100 180
Capital Outlay	Equipment Services Software Support		500 2,130 1,770 600
Other	Programs Print/Mail		1,000 800
Total Resources Allocated			9,100

Exhibit “B” Payment Schedule

A. AWARD DISBURSEMENTS

The awards disbursement process will begin in October, 1 and end in September, 30 for the fiscal year that this contract is approved.

B. PAYMENT SCHEDULE

The total amount awarded for the Pompano Beach Historical Society, Inc. (name of the non-profit organization) for Pompano Beach Historical Society Programs, Tours, and Events (various) (title of the program) for the current fiscal year is: \$5,000.

There will be a lump sum payment issued in advance equal to \$5,000. For any funds advanced the RECIPIENT agrees to provide the CITY with an itemization report of how funds advanced were spent, along with invoices and proof of payment. Such an accounting must be provided to the CITY in the quarterly financial report as indicated in Exhibit “A” Recipients Requirements, Contractual Responsibilities and Program Description. Failure to comply with this requirement shall result in the denial of the future requests for payments.

EXHIBIT C

INSURANCE REQUIREMENTS: NON PROFIT ORGANIZATION

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

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

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

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

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

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

B. Liability Insurance.

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

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

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

Type of Insurance

Limits of Liability

GENERAL LIABILITY:

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

* Policy to be written on a claims incurred basis

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

AUTOMOBILE LIABILITY:

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

XX comprehensive form
XX owned
XX hired
XX non-owned

REAL & PERSONAL PROPERTY

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

EXCESS LIABILITY

Per Occurrence Aggregate

—	other than umbrella	bodily injury and property damage combined	\$1,000,000	\$1,000,000
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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. CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

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

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/9/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Frank H. Furman, Inc. 1314 East Atlantic Blvd. P. O. Box 1927 Pompano Beach FL 33061		CONTACT NAME: Lisa O'Brien PHONE (A/C, No, Ext): (954)943-5050 E-MAIL ADDRESS: lisa@furmaninsurance.com FAX (A/C, No): (954)942-6310	
INSURED Pompano Beach Historical Society Inc P O Box 154 Pompano Beach FL 33061		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Indemnity Co INSURER B: Ironshore Indemnity Inc INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:**18/19 GL Auto D&O**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		PHPK1890079	10/14/2018	10/14/2019	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
							MED EXP (Any one person) \$ 5,000	
							PERSONAL & ADV INJURY \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COMP/OP AGG \$ 2,000,000	
							Hired & Non-Owned Auto Liability \$ 1,000,000	
A	AUTOMOBILE LIABILITY			PHPK1890079	10/14/2018	10/14/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> ANY AUTO						<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						<input type="checkbox"/> NON-OWNED AUTOS	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						<input checked="" type="checkbox"/>	PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> Scheduled Autos			CSA05965106-Antique Fire Truck	01/07/2018	01/07/2019	Combined Single Limit \$ 300,000	
	UMBRELLA LIAB						EACH OCCURRENCE \$	
	EXCESS LIAB						AGGREGATE \$	
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$	
							E.L. DISEASE - POLICY LIMIT \$	
A	Directors & Officers Liability			PHSD1387101	10/14/2018	10/14/2019	\$1,000,000 \$1,000 Retention	
A	Employment Practices Liability			PHSD1387101	10/14/2018	10/14/2019	\$1,000,000 \$5,000 Retention	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability policy includes Sexual Abuse & Molestation coverage \$1,000,000 Each Person \$1,000,000 Aggregate

City of Pompano Beach is included as Additional Insured for General Liability as required by written contract.

APPROVED

By Danielle Thorpe at 10:02 am, Aug 15, 2019

CERTIFICATE HOLDER**CANCELLATION**

City of Pompano Beach 100 West Atlantic Boulevard Pompano Beach, FL 33060	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Dirk DeJong/LT

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8/8/2019

Pompano Beach Historical Society, Inc.
P.O. Box. 154
Pompano Beach, FL 33061

APPROVED

Thorpe
By Danielle Thorpe at 10:03 am, Aug 15, 2019

Dear Ms. Pat Rowley:

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

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

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

Sincerely,

Erjeta Diamanti

Erjeta Diamanti
Budget Office

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


Signature

8/8/2019
Date

Patricia Rowley, EXECUTIVE DIRECTOR
Name and Title (print)