

MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN THE
CITY OF POMPANO BEACH
AND
Morningday Community Solutions, Inc.

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

Morningday Community Solutions, Inc. a Florida Not For Profit Corporation authorized to do business in the State of Florida, whose principal office is located at **1410 SW 29th Avenue, #100, Pompano Beach, FL 33069** hereinafter referred to as RECIPIENT.

WITNESSETH:

WHEREAS, the City of Pompano Beach has appropriated for its current Fiscal Year 2017-18 (October 1st through September 30th), the sum of \$3,000 to RECIPIENT, to conduct a program entitled or activity as described in *Addendum "1"* which is attached hereto and incorporated herein by reference, for the period beginning October 1, 2017 and ending September 30, 2018; and

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

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

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

- 1) RECIPIENT agrees to do as follows:
 - a) To accept the funds as appropriated in accordance with the terms of this Agreement;
 - b) If RECIPIENT intends on obtaining matching funds from another source at the time of the application for the CITY grant, to submit a matching fund commitment agreement which is attached hereto as *Exhibit "A"* and incorporated herein by reference in its entirety to the CITY; and
 - c) Prior to the award of any City funds, RECIPIENT shall provide documentation substantiating that RECIPIENT's corporation/organization falls within Section 501(c)(3) and Section 501(A) of the Internal Revenue Code; and
 - d) To abide by Chapter 119, Florida Statutes, as from time to time amended, and to comply with all applicable federal, state, county and municipal laws, ordinances, codes and regulations. Any difference between the above federal, state, county or municipal guidelines or regulations and this Agreement shall be resolved in favor of

the more restrictive guidelines; and

- e) Not to utilize allotted funds under this Agreement for any purpose other than the purpose set forth in this Agreement; and
- f) To return to the CITY within fifteen (15) days of demand all City funds paid to said RECIPIENT under the terms of this Agreement upon the finding that the terms of any agreement executed by the RECIPIENT of the provisions or any applicable ordinance or law have been violated by the RECIPIENT; and
- g) To return to the CITY all funds expended for disallowed expenditures as determined by the City of Pompano Beach; and
- h) To maintain books, records and documents in accordance with generally accepted accounting procedures and practices to maintain adequate internal controls which, relating to the project(s), sufficiently and properly reflect all expenditures of funds provided by the City of Pompano Beach under this Agreement; and
- i) To consent to:
 - 1) Such audits of the financial affairs of the RECIPIENT by the City of Pompano Beach Internal Auditor as the CITY may require; and
 - 2) Producing all documents required by the Internal Auditor; and
 - 3) In the case of the RECIPIENT receiving Fifty Thousand Dollars (\$50,000) or more from the City of Pompano Beach, furnish the City of Pompano Beach a copy of a grant auditing report conducted in accordance with generally accepted auditing standards, Government Auditing Standards, issued by the Comptroller General of the United States and the provisions of Office of Management and Budget Circular A-133. All grant funds shall be shown via explicit disclosure in the annual financial statements and/or the accompanying notes to the financial statement. This report shall be due within 120 days of the close of the CITY'S fiscal year; and
 - 4) For grants less than \$50,000, the annual report of receipts and expenditures to be submitted shall use a budget to actual comparative basis which shows the approved budget updated for any budget changes (paragraph 5) and a compilation of quarterly progress reports (paragraph 6). The annual report of revenues and expenditures shall include a statement of expenditures made in each budget category and line item identified in the budget as well as annualized statistical information relative to the program or activity which was previously submitted in quarterly progress reports. Outstanding encumbrances should be indicated in quarterly progress reports of expenditures. Timely liquidation of encumbrances in the fourth quarter of grant activity to expedite the timely submission of the fourth quarterly report is required as there will be no carryover of residual funds remaining unspent or unencumbered by the recipient. This report shall be on a fiscal year of October 1st through September 30th, and shall be due on November 16th of

each fiscal year; and

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

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

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

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

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

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

- 5) The approved budget for the RECIPIENT, included in *Addendum "1"* and any changes in the budget which would affect expenditure of funds provided under the terms of this contract, must be approved in writing by the City Manager or his/her designee prior to the expenditure of such funds; provided, that nothing herein shall authorize or allow any expenditure or obligation of funds in excess of the total sum aforesaid.
- 6) RECIPIENT agrees that any funds provided by the City of Pompano Beach for the operation of the program or activity during the period of October 1, 2017 through September 30, 2018 which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligation shall be retained by the City of Pompano Beach.
- 7) THIS AGREEMENT shall apply to all funds appropriated during the fiscal year ending September 30, 2018, provided that the City of Pompano Beach's rights and the RECIPIENT'S duties hereunder shall continue after said date as provided herein;
 - a) In the event that the City of Pompano Beach fails for any reason to appropriate funds for this agreement, this AGREEMENT shall be deemed terminated and CITY shall provide RECIPIENT with thirty (30) days written notice. Upon receipt of said notice, RECIPIENT shall be responsible for any and all expenses and/or legal obligations made after receipt of written notice from the CITY.
- 8) Nothing in this AGREEMENT shall be deemed to constitute or create a joint venture, partnership, pooling arrangement or other form of business entity between the RECIPIENT and the City of Pompano Beach. RECIPIENT agrees to indemnify and hold harmless the City of Pompano Beach from an against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the RECIPIENT's expenditure of allotted funds under this AGREEMENT and the RECIPIENT's program or activity generally described herein and more particularly described in *Addendum "1"* to this Agreement.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

(SEAL)

ASCELETA HAMMOND, CITY CLERK

Approved As To Form:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ____ day of _____, 2017 by **LAMAR FISHER** as Mayor, **GREGORY P. HARRISON** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"RECIPIENT":

Witnesses:

[Handwritten signatures of witnesses]

**MORNINGDAY COMMUNITY SOLUTIONS, INC., a
Florida Not For Profit Corporation**

By: *[Handwritten signature]*

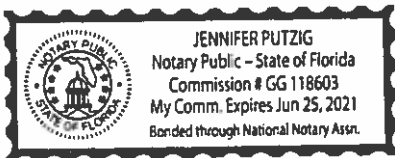
Greg Bates
Typed or Printed Name

Title: President

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 25th day of August, 2017
by Greg Bates as President of
Morningday Community Solutions, Inc., a Florida Not For Profit Corporation. He/she is personally known
to me or who has produced personally known (type of identification) as identification.

NOTARY'S SEAL:



[Handwritten signature]
NOTARY PUBLIC, STATE OF FLORIDA

Jennifer Putzig
(Name of Acknowledger Typed, Printed or Stamped)

118603
Commission Number

State of Florida

Department of State

I certify from the records of this office that MORNINGDAY COMMUNITY SOLUTIONS, INC. is a corporation organized under the laws of the State of Florida, filed on August 26, 2010.

The document number of this corporation is N10000008159.

I further certify that said corporation has paid all fees due this office through December 31, 2017, that its most recent annual report/uniform business report was filed on March 15, 2017, and that its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-first day of June, 2017*



Ken Detzner
Secretary of State

Tracking Number: CU7379857556

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

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

DEPARTMENT OF THE TREASURY

Date: JUN 10 2011

MORNINGDAY COMMUNITY SOLUTIONS INC
1121 S MILITARY TRAIL STE 432
DEERFIELD, FL 33442-7634

Employer Identification Number:
27-3394972
DLN:
17053309321000
Contact Person:
MS. A. MORRIS ID# 52452
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
September 30
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
August 26, 2010
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

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

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

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

Sincerely,



Lois G. Lerner
Director, Exempt Organizations

Enclosure: Publication 4221-PC

Letter 947 (DO/CG)

ADDENDUM "1"

CITY OF POMPANO BEACH
FISCAL YEAR 2018

FUNDING FOR NON-FOR-PROFIT ORGANIZATIONS

1. Legal Name of Organization: Morningday Community Solutions, Inc.
2. Mailing Address: 1410 SW 29th Ave; Suite 100 Pompano Beach , Fl 33069
3. Date of Incorporation: 2010
 - 3a. Does your corporation/organization fall within Section 501(c)(3) and Section 501(a) of the Internal Revenue Code? Yes No
(Please attach proof of tax exempt status)
4. Chief Executive Officer: Mr. Greg Bales
Official Title: Founder Telephone #: 954-590-8256
5. Contact Person (if different from above):
Telephone #:
6. Provide a brief description of the organizations goals and objectives:

Founded in 2010, Morningday Community Solutions (MCS) continues to help those that help others by supporting nonprofit organizations that sever the ill, needy and youth in our communities. MCS also offers a special program for our local veterans. Since our founding , MCS has doubled the capacity of our Framing Hope Warehouse and now serves over 250 nonprofit members in South Florida. Collectively our nonprofit members have saved over \$3 million dollars on home products and supplies by utilizing our Framing Hope Warehouse.

Our Framing Hope Warehouse is a collaborative effort between MCS ,The Home Depot Foundation and Good360. We receive a wide variety of donated home products and supplies from twelve Home Depot stores and other retailers in Broward, Palm Beach and Miami-Dade Counties. The materials are housed at a 10,000 square foot facility—the first of its kind in Florida. MCS then redistributes the items to other local nonprofits at little or no cost. The framing Hope program diverts excess merchandise from retailers away from landfills and into the homes and lives of thousands of deserving families across the country each year through organizations like MCS. MCS has saved well over 500,000 pounds of waste from entering local landfills through its redistribution and re-purposing efforts.
7. Amount of funding requested: 5,000

ADDENDUM "1"

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

We are requesting grant funds in the amount of \$5,000 to support our Veterans Shopping program. This program provides veterans with up to a \$ 200 credit to obtain items from MCS that would enhance their day-to-day quality of life. Our Veterans Shopping program. This program provides veterans with up to a \$ 200 credit to obtain items from MCS that would enhance their day-to-day quality of life. Our Veterans Shopping program is very successful and the veterans served acquire many items that enhance their day-day quality of life, such as bedding, linens, coffee makers, toasters, mops, brooms, flooring, cabinets, and faucets to name a few. The credit goes a long way since MCS products are offered at no more than 20 percent of their value. That means a \$200 credit equates to 1,000 of quality products for our veterans !

A \$5,000 funding commitment would allow us to offer a \$200 credit to 25 unduplicated veterans in Pompano Beach. Those being served will be a combination of men, women, disabled and able, low - moderate income levels.

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

According to the United States Census Bureau there are 1.6 million veterans living in Florida. Florida has the third highest population of veterans in the United States. We know through our nonprofit partners who serve veterans (United Way: Mission United, HOPE South Florida, DAV in Pompano Beach), Rebuilding Together Broward County) there are many veterans in our community who are barley getting by financially and rely on our our partners for many of the programs and services that our veterans need and deserve. Programs and services and in our case products that these deserving veterans would otherwise not have access to.

There are a handful of nonprofit organizations offering housing rehabilitation/renovation programs for veterans in Pompano Beach/South Florida who utilize MC for their building materials. Through our program , qualified veterans will have the opportunity to personally shop for products that are typically not offered via renovation/remodel programs.

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

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

ADDENDUM "1"

11. Does your organization receive support from the County or other cities? Yes No
 11a. If yes, please list the amount(s) and source(s).

12. What percentage of your organization's budget is direct delivery of service as opposed to "overhead"? 90%

13. PERFORMANCE MEASURES

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

	Most Recently Completed Year 2016	Current Year Estimated 2017	Next Year Proposed 2018
Total Persons Served			1000 est'.
Number of Pompano Beach residents served			25 Veterans

*MCS is a unique nonprofit providing services /products to other nonprofit organizations throughout South Florida We have over 350 nonprofit members and it is unknown exactly how many individuals benefit for our products. We do however keep a tally of the number of veterar we serve directly and can report this number

ADDENDUM "1"

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

		Last Year Adopted 2017	Current Year Proposed 2018
Resource Available:		\$3,000	\$5,000
City of Pompano Beach		\$ 0	
Federal Funding		\$ 0	
State Funding		\$ 0	
Other Local Government Funding		\$6500	\$8000
Foundation Grants		\$ 0	\$0
User Fees		\$ 0	\$0
Other Revenue Sources		\$ 384,764	\$423,240
Total Resources Available		\$ 394,314	\$436,240

Resource Allocated:			
Salaries		\$ 114,506	122,410
Benefits		N/A	N/A
Supplies		\$24,000	\$25,000
Contractual Services			
Capital Outlay [Equipment]		\$7200	\$9600
Other		\$248,608	298,468
Total Resources Allocated		384,314	455,478

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

ADDENDUM "1"

	2017	2018
Contractual Services	\$ 24,000	
Itemized:		
Accounting	\$ 1,500	
Consulting	\$ 21,500	
Contract/outside services	\$ 1,500	
<hr/>		
Other:	\$232, 949	\$ 298,468
Itemized:		
Rent	\$97,000	\$ 99,000
Marketing	\$5,000	\$ 6,200
Membership/ Fees	\$9,000	\$ 12,000
Equipment Repairs	\$8,000	\$ 5,500
Warehouse Expenses	\$14,000	\$ 14,500
IT/Utilities	\$10,000	\$ 11,000
Travel	\$3,500	\$ 3,500
Insurance	\$4,000	\$ 3600
Merchant Services	\$6,500	\$ 7000
Cost of Good	\$62,359	\$ 105, 419
Auto/ Insurance	\$6,500	\$ 7,000
Donations to nonprofits	\$22,749	\$ 23,749

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

DEPARTMENT OF THE TREASURY

Date: JUN 10 2011

MORNINGDAY COMMUNITY SOLUTIONS INC
1121 S MILITARY TRAIL STE 432
DEERFIELD, FL 33442-7634

Employer Identification Number:
27-3394972
DLN:
17053309321000
Contact Person:
MS. A. MORRIS ID# 52452
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
September 30
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
August 26, 2010
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

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

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

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

Sincerely,



Lois G. Lerner
Director, Exempt Organizations

Enclosure: Publication 4221-PC

Letter 947 (DO/CG)

State of Florida

Department of State

I certify from the records of this office that MORNINGDAY COMMUNITY SOLUTIONS, INC. is a corporation organized under the laws of the State of Florida, filed on August 26, 2010.

The document number of this corporation is N10000008159.

I further certify that said corporation has paid all fees due this office through December 31, 2017, that its most recent annual report/uniform business report was filed on March 15, 2017, and that its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-first day of June, 2017*



Ken Peterson
Secretary of State

Tracking Number: CU7379857556

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>