



**City Attorney's Communication #2025-462**

March 25, 2025

**TO:** Cassandra LeMasurier, Real Property Manager

**FROM:** Mark E. Berman, City Attorney

**RE:** Resolution – First Amendment to Operating and Management Agreement with the Pompano Beach Historical Society, Inc.

As requested in your Memo March 24, 2025 (#25-007), the following form of Resolution, relative to the above-referenced matter, has been prepared and is attached:

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT TO THE OPERATING AND MANAGEMENT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND POMPANO BEACH HISTORICAL SOCIETY, INC. FOR THE OPERATION AND MANAGEMENT OF THE HOOD CENTER AND KESTER COTTAGES AND RELATED PROGRAMMING FOR THE BENEFIT OF THE PUBLIC; PROVIDING AN EFFECTIVE DATE.**

Please feel free to contact me if I may be of further assistance.



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MARK E. BERMAN

MEB/drb  
l:cor/real-prop/2025-462

Attachment

RESOLUTION NO. 2025-\_\_\_\_\_

**CITY OF POMPANO BEACH**  
**Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT TO THE OPERATING AND MANAGEMENT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND POMPANO BEACH HISTORICAL SOCIETY, INC. FOR THE OPERATION AND MANAGEMENT OF THE HOOD CENTER AND KESTER COTTAGES AND RELATED PROGRAMMING FOR THE BENEFIT OF THE PUBLIC; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City and Historical Society entered into an Operating and Management Agreement April 30, 2020, to formalize the operation of the Historical Museum at Founder’s Park by the Historical Society; and

**WHEREAS**, the initial five-year term will expire April 30, 2025; and

**WHEREAS**, the Parties have the option to extend the Agreement up to one additional five (5) year term (“Option Period”). The Historical Society and City wish to exercise the Option Period; now, therefore,

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That a First Amendment to the Operating and Management Agreement for the operation and management of the Hood Center and Kester Cottages and related programming for the benefit of the public, between the City of Pompano Beach and Pompano Beach Historical Society, Inc. is approved. A copy of the First Amendment is attached and incorporated by reference as if set forth in full.

**SECTION 2.** That the proper City officials are authorized to execute the First Amendment to the Operating and Management Agreement between the City of Pompano Beach and Pompano Beach Historical Society, Inc.

**SECTION 3.** If any provision of this Resolution or its application to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

**SECTION 4.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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**REX HARDIN, MAYOR**

**ATTEST:**

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**KERVIN ALFRED, CITY CLERK**

MEB/drb  
3/25/25  
l:reso/2025-141

**FIRST AMENDMENT TO OPERATING AND MANAGEMENT  
AGREEMENT**

**THIS FIRST AMENDMENT TO OPERATING AND MANAGEMENT AGREEMENT** is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between:

**CITY OF POMPANO BEACH**, a Florida municipal corporation, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, (“City”),

and

**POMPANO BEACH HISTORICAL SOCIETY, INC.**, a Florida not-for-profit corporation, whose address is 217 NE 4<sup>th</sup> Avenue, Pompano Beach, Florida 33060, (“Society”);

collectively referred to as the “Parties.”

**W I T N E S S E T H:**

WHEREAS, the City entered into an Operating and Management Agreement (“Original Agreement”) with the Society to operate and manage the Hood Center and Kester Cottages, its programming and exhibits for the benefit of the general public, as approved in Ordinance 2020-49; and

WHEREAS, the current term of the Original Agreement expires April 30, 2025; and

WHEREAS, the Parties have the option to extend the Original Agreement up to one additional five (5) year term (“Option Period”), on the terms and conditions set forth in the Original Agreement; and

WHEREAS, the City allocates funding to the Society, through the City’s annual budget process, for the collection, preservation and publication of the Greater Pompano Beach’s documentary and pictorial history through the use of the Society’s archived materials, programs,

lecture series, exhibits and displays, and publications for the general public and for its advocacy to preserve historical sites and buildings within the City of Pompano Beach; and

WHEREAS, the City has approved annual funding to the Society since 2000, which remains subject to non-appropriation;

**NOW, THEREFORE**, the parties agree as follows:

1. Each “WHEREAS” clause set forth above is true and correct and incorporated by this reference.

2. The Parties agree that this Agreement is extended, subject to appropriations for such services being approved by the City Commission through its annual budget for each fiscal year of this Agreement, and is subject to termination without any penalty due to lack of funding.

3. The Original Agreement shall remain in full force and effect, except as specifically stated in this amendment.

4. Paragraph 8 of the Original Agreement is deleted in its entirety and replaced with the following:

The City shall compensate the Society for its operation and management of the Historical Museum and associated programs in the annual amount approved by the City Commission in the City’s adopted annual budget. Each annual payment shall be made by October 31st of each year.

[THIS REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

**IN WITNESS OF THE FOREGOING**, the parties have set their hands and seals the day and year first above written.

**“CITY”:**

Witnesses:

**CITY OF POMPANO BEACH**

\_\_\_\_\_

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

\_\_\_\_\_

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

Attest:

\_\_\_\_\_

KERVIN ALFRED  
CITY CLERK

(SEAL)

Approved As To Form:

\_\_\_\_\_

MARK E. BERMAN  
CITY ATTORNEY

**"SOCIETY":**

Witnesses:

**POMPANO BEACH HISTORICAL SOCIETY, INC.**  
a Florida not-for-profit corporation

*Jerry K. Bowman*  
JERRY K BOWMAN  
Print Name

By: *Robert Whittset*  
Robert Whittset, President

*James W. Post*  
JAMES W. POST  
Print Name

ATTEST:

*Kathleen K. Mullo*  
Secretary

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization this 19<sup>th</sup> day of March, 2025, by Robert Whittset, as President of POMPANO BEACH HISTORICAL SOCIETY, INC., a Florida not-for-profit corporation on behalf of the company. who is personally known to me or who has produced FL DL as identification.

NOTARY'S SEAL:



*Shannon Montoya*  
NOTARY PUBLIC, STATE OF FLORIDA  
Shannon Montoya  
(Name of Acknowledger Typed, Printed or Stamped)  
HH 476156  
Commission Number