

# MISCELLANEOUS APPROPRIATIONS CONTRACT

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**THIS CONTRACT** is signed this \_\_\_ day of \_\_\_\_\_, 2019, by the City of Pompano Beach (“City”) and Hillsboro Lighthouse Preservation 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 \$2,500 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 Ken Herman (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:** Ken Herman  
President  
P.O. Box 610236  
Pompano Beach, FL 33062  
Office: (954) 695-7535  
Email: president@hillsborolighthouse.org

**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](mailto: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"**

Hillsboro Lighthouse Preservation Society, Inc.  
(Print or type name of company here)

Witnesses:

Arthur Makrisian  
(Print or Type Name)

Anne S. Garrick  
(Print or Type Name)

By: Kenneth Herman  
Print Name: KENNETH HERMAN

Title: PRESIDENT

Business License No. \_\_\_\_\_

STATE OF FL  
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 26 day of August, 2019, by Kenneth Herman as Pres of HLPs, 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:



HOLLY BROWN  
Commission # GG 259474  
Expires September 29, 2022  
Bonded Thru Budget Notary Services

Holly Brown  
NOTARY PUBLIC, STATE OF FLORIDA

Holly Brown  
(Name of Acknowledger Typed, Printed or Stamped)

GG259474  
Commission Number

Miscellaneous Appropriations Contract 2/21/2019 ACP

## **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 30<sup>th</sup>

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:** Hillsboro Lighthouse Preservation Society, Inc.

**Program funded:** Hillsboro Lighthouse Preservation Society

**Amount funded:** \$2,500

**Program description:** 1) Monthly historical tours of the 110-year-old Hillsboro Inlet Lighthouse; 2) Free access to the Hillsboro Inlet Lighthouse museum; 3) Continued operation, maintenance, and preservation of a local, historic monument; 4) Community guidance through the inlet via the lighthouse and via a free online web camera.



Form Name:	City of Pompano Beach 2019-2020 Nonprofit Sponsorship Application
Submission Time:	May 2, 2019 9:41 am
Browser:	Firefox 66.0 / Windows
IP Address:	104.51.0.119
Unique ID:	501494666
Location:	26.233400344849, -80.119300842285

## About Your Organization

<b>Which Fiscal Year Is Your Organization Applying For?</b>	2019-2020
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<b>Full Name of Nonprofit:</b>	Hillsboro Lighthouse Preservation Society, Inc.
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<b>Mission of Nonprofit:</b>	<p>The goals and objectives of the HLPS are as follows:</p> <p>Operating, maintaining, repairing, and preserving the Pompano Beach Historic Hillsboro Inlet Lighthouse; operating the Hillsboro Inlet Lighthouse museum; and conducting lighthouse tours to the residence of the local, surrounding communities.</p>
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<b>Brief Overview of Nonprofit:</b>	<p>The current services provided to the residents of Pompano Beach are as follows:</p> <ol style="list-style-type: none"><li>1)Monthly historical tours of the 112-year-old Hillsboro Inlet Lighthouse</li><li>2)Free access to the Hillsboro Inlet Lighthouse museum</li><li>3)Continued operation, maintenance, and preservation of a local, historic monument</li><li>4)Community guidance through the inlet via the lighthouse and via a free online web camera</li></ol>
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<b>Nonprofit Website:</b>	hillsborolighthouse.org
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<b>Which Funding Priority Does Your Nonprofit Qualify For:</b>	Community Events
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<b>Type of Organization - select the one that best applies:</b>	Public/Societal Benefit
---	-------------------------

<b>Executive Summary of How Nonprofit will use City of Pompano Beach Funding:</b>	<p>The City funds, if approved, will be used to address the following needs of the residents and community:</p> <p>The Hillsboro Inlet Lighthouse is and has been an active aid to navigation to the boating community of Pompano Beach and to the adjacent Inlet Communities since early 1907. The Lighthouse and its grounds has been declared a National Historic Preservation Place since 1987 by the Department of the Interior. More than 10,000 people come to tour the lighthouse yearly from all over the world - among which include a large percentage are Pompano Beach City residents.</p>
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**How Does Your Nonprofit/Program Fit the Guidelines and Funding Interests?**

The HLPS has been serving not only the residents of the City of Pompano Beach, but all of the surrounding municipalities in the Broward / Palm Beach coastal areas for the past 20 years. During that time, we have not only restored, maintained and improved the Hillsboro Inlet Lighthouse and increased our public tours of the lighthouse and its grounds from 1-2 a year to 12 a year, but also continued to expand our other free services, as outlined in the above questions.

**Statement of Need:**

The HLPS does not receive funding from the USCG and/or the US government in any way to accomplish its mission of preserving the Hillsboro Inlet Lighthouse. We rely solely upon donations, grants, membership, and the support of the surrounding municipalities, such as the City of Pompano Beach. No member of the HLPS gets paid. Each and every one donates their time and efforts to preserve this invaluable monument to the community. And, as the lighthouse has aged, it has required more maintenance dollars to keep it operational. Over the past few years, the HLPS has averaged over \$90k a year in efforts to stem the tide of time and erosion from the corrosive elements of the sea and its effects on the lighthouse. The funds we request from the City of Pompano Beach will go a long way in helping in this effort.

**Include a Description of the Geographic Area You Serve:**

The HLPS serves all of the municipalities in the Broward / Palm Beach coastal area. But our primary municipality is the City of Pompano Beach as a whole. One of the main reasons for this is because of the Hillsboro Inlet Museum. It is located at the northern gateway to the city on A1A and not only serves as the museum for the lighthouse, but also doubles as a visitor information center to the city. This expands our potential geographic area we serve to whomever visits the museum to get information about not only the lighthouse, but the City of Pompano Beach. In many cases, this includes not only North America, but the entire world.

**Does Your Organization Receive Matching Funds?**

No

**About Your Board of Directors**

Board Disabled	2
Board Minorities	1
Board Seniors	8
Total Board Members	15

**Program/Event Information #1**

<b>Will your organization be hosting an event on City property?</b>	No
<b>Which are you applying for? (Program/Event)</b>	Program
<b>Program/Event Name</b>	Hillsboro Lighthouse Preservation Society
<b>Type of Program/Event</b>	Other
<b>If other, please specify:</b>	Continued maintenance and access to the Hillsboro Inlet Lighthouse and musuem
<b>Describe the program/event succinctly:</b>	1)Monthly historical tours of the 110-year-old Hillsboro Inlet Lighthouse 2)Free access to the Hillsboro Inlet Lighthouse museum 3)Continued operation, maintenance, and preservation of a local, historic monument 4)Community guidance through the inlet via the lighthouse and via a free online web camera
<b>Elaborate on your program/event objectives. How do you plan on using the funding to solve the problem?</b>	Operating, maintaining, repairing, and preserving the Pompano Beach Historic Hillsboro Inlet Lighthouse; operating the Hillsboro Inlet Lighthouse museum; and conducting lighthouse tours to the residence of the local, surrounding communities.
<b>What are the outcomes of your program/event?</b>	Continued maintenance and access to the Hillsboro Inlet Lighthouse and musuem
<b>Estimated # of Attendees at the Program/Event (select the one that best applies)</b>	5,001-10,000
<b>Please Specify the Number of City of Pompano Beach Residents Your Organization will Serve if the Program/Event is Funded:</b>	1000
<b>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.</b>	The HLPS serves all members of the community from every demographic.
<b>Start Date of Program/Event:</b>	Jan 01, 2020
<b>End Date of Program/Event:</b>	Dec 31, 2020
<b>Does your program/event have a start time/end time?</b>	No

<b>Name of Program/Event Venue:</b>	Hillsboro Inlet Lighthouse / Hillsboro Inlet museum
<b>Address of Program/Event Venue Location:</b>	2700 N. Ocean Boulevard Pompano Beach, FL 33062
<b>Attire of Program/Event (select the one that best applies):</b>	Casual
<b>List any Benefits or Amenities the City of Pompano Beach Receives:</b>	Continued maintenance and access to the Hillsboro Inlet Lighthouse and musuem
<b>Amount Requested:</b>	2500
<b>Are you applying for a second Program/Event?</b>	No

### Additional Activities

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

### Additional Information

<b>What are your organization's credentials? Tell us why your organization does it better than anyone else.</b>	We are the only organization authorized by the USCG to maintain the Hillsboro Inlet Lighthouse.
<b>Any other information you wish to share?</b>	We have been serving the City of Pompano Beach and surrounding municipalities for 20 years.

### City of Pompano Beach Funding History

<b>Has your organization been funded before by City of Pompano Beach?</b>	Yes
<b>If yes, when was the most recent year?</b>	2019
<b>What was the name of program/event funded?</b>	Hillsboro Inlet Lighthouse
<b>How much was the funding for this program/event?</b>	2500

### Requested Budget Information

What is the total value your nonprofit is applying for? 2500

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/3276970/72077528/501494666/72077528\\_fy\\_2020\\_hlps\\_itemized\\_budget.docx](https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077528/501494666/72077528_fy_2020_hlps_itemized_budget.docx)

W9 [https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077535/501494666/72077535\\_2018\\_hlps\\_w9.pdf](https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077535/501494666/72077535_2018_hlps_w9.pdf)

IRS Letter [https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077552/501494666/72077552\\_hlps\\_irs\\_letter.pdf](https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077552/501494666/72077552_hlps_irs_letter.pdf)

List of Board of Directors [https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077556/501494666/72077556\\_hlps\\_board\\_of\\_directors.pdf](https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077556/501494666/72077556_hlps_board_of_directors.pdf)

Articles of Incorporation [https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077558/501494666/72077558\\_hlps\\_articles\\_of\\_incorporation.pdf](https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077558/501494666/72077558_hlps_articles_of_incorporation.pdf)

### Charity/Organization Contact

Name Ken Herman

Title President

Email [president@hillsborolighthouse.org](mailto:president@hillsborolighthouse.org)

Phone Number (954) 695-7535

Address P.O. Box 610236  
Pompano Beach, FL 33062

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

DEPARTMENT OF THE TREASURY

Date: **AUG 11 2014**

HILLSBORO LIGHTHOUSE PRESERVATION  
SOCIETY INC  
C/O ROBERT F MAHONEY  
7777 GLADES RD STE 209  
BOCA RATON, FL 33434

Employer Identification Number:  
65-0803910  
DLN:  
17053003341024  
Contact Person:  
MS. TRUSTY ID# 31657  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Public Charity Status:  
170(b)(1)(A)(vi)  
Form 990 Required:  
Yes  
Effective Date of Exemption:  
May 15, 2013  
Contribution Deductibility:  
Yes  
Addendum Applies:  
Yes


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.

For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://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.

Sincerely,



Director, Exempt Organizations

HILLSBORO LIGHTHOUSE PRESERVATION

ADDENDUM

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

# Request for Taxpayer Identification Number and Certification

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

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

Print or type.  
See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Charles Seitz, Treasurer</b>	
<b>2</b> Business name/disregarded entity name, if different from above <b>Hillsboro Lighthouse Preservation Society, Inc.</b>	
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>Note:</b> 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 <b>not</b> 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.  <input type="checkbox"/> Other (see instructions) ►	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
<b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>101 N. Riverside Dr. Suite 205</b>	<b>Requester's name and address (optional)</b>
<b>6</b> City, state, and ZIP code <b>Pompano Beach, FL 33062</b>	
<b>7</b> List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

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

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

<b>Social security number</b>										
				-				-		
<b>or</b>										
<b>Employer identification number</b>										
6	5			-	0	8	0	3	9	1

## Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

<b>Sign Here</b>	<b>Signature of U.S. person</b>  , President	<b>Date</b> <b>11/21/2018</b>
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## General Instructions

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

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

## 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.*



LAW OFFICES  
**BAMMAN AND GIUNTA**

SANTA BARBARA PLAZA  
2189 SOUTHEAST 9<sup>TH</sup> STREET  
POMPANO BEACH, FLORIDA 33062

MAILING ADDRESS  
POST OFFICE BOX 399  
POMPANO BEACH, FLORIDA  
33061

TELEPHONE (954) 782-0500  
FACSIMILE (954) 781-9461

FRED C. BAMMAN, III P.A.  
PATRICK B. GIUNTA, P.A.

N 97000006059  
October 20, 1997

Secretary of State  
Division of Corporations  
P.O. Box 6327  
Tallahassee, Florida 32314

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-10/27/97-01154--008  
\*\*\*\*122.50 \*\*\*\*122.50

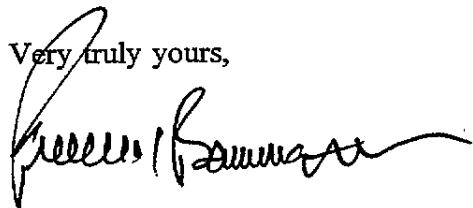
Re: Articles of Incorporation of  
HILLSBORO LIGHTHOUSE PRESERVATION SOCIETY, INC.

Greetings:

Enclosed please find an original and one copy for certification the Articles of Incorporation for the above referenced new Florida corporation to be formed. Also enclosed please find check in the sum of \$122.50 payable to the Secretary of State of Florida and remitted in payment for filing fee, certified copy fee, designation of resident agent fee, and capitol stock tax fee, etc.

Please file the Articles and return one certified copy to the undersigned. Thank you for your attention to this matter.

Very truly yours,



Fred C. Bamman, III

FCB/jw  
Enclosures  
cc: Hillsboro Lighthouse Preservation Society, Inc.

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
97 OCT 27 AM 11:33

10/28/97

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
97 OCT 27 11:11:33

**ARTICLES OF INCORPORATION OF  
HILLSBORO LIGHTHOUSE PRESERVATION SOCIETY, INC.**  
a nonprofit corporation

WE, the undersigned, with other persons being desirous of forming a corporation for charitable, educational and philanthropic purposes, under the provisions of Chapter 617 Florida Statutes, do agree to the following:

**ARTICLE I**  
**NAME**

The name of the corporation is HILLSBORO LIGHTHOUSE PRESERVATION SOCIETY, INC.

**ARTICLE II**  
**DURATION**

The duration of the corporation is perpetual.

**ARTICLE III**  
**PURPOSES**

1. To establish a private non-profit organization to preserve the historic Hillsboro Lighthouse and grounds.
2. To establish a cooperative program with the U.S. Coast Guard to re-activate the historic nine foot Fresnel lens, and restore the powerful 28 mile beam; assist the work of the Seventh District at Hillsboro Lighthouse with Hillsboro Lighthouse Preservation Society, Inc. funds.
3. To make historical information on the lighthouse available.
4. To establish a museum of Hillsboro Lighthouse memorabilia and an archive of historical materials in the Pompano Beach City Park at the inlet or in one of the original Lighthouse Keepers cottages.
5. To restore one keeper's cottage to the status of 1910 and provide guided tours of the cottage.
6. To provide controlled visitor access to the park through the use of a water taxi from nearby Pompano Beach city properties.
  - A. Said corporation/organization is organized exclusively for charitable, religious, educational, and scientific purposes, including for such purposes, the making of distributions to

organizations under Section 501 (c)(3) of the Internal Revenue Code (or the corresponding section of any future federal tax code).

B. No part of the net earnings of the corporation/organization shall inure to the benefit of, or be distributed to its members, trustees, directors, officers or other private persons, except that the corporation/organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of Section 501 (c)(3) purposes. No substantial part of the activities of the corporation/organization shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation/organization shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign of behalf of or in opposition to any candidate for public office.

Notwithstanding any other provision of these articles, the corporation/organization shall not carry on any other activities not permitted to be carried on (a) by a corporation/organization exempt from federal income tax under Section 501 (c)(3) of the Internal Revenue Code (or corresponding section of any future federal tax code) or (b) by a corporation/organization, contributions to which are deductible under section 170 (c)(2) of the Internal Revenue Code (or corresponding section of any future federal tax code).

C. Upon the dissolution of this corporation/organization assets shall be distributed for one or more exempt purposes within the meaning of Section 501 (c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government or to a state or local government for a public purpose.

#### **ARTICLE IV** **MEMBERSHIP**

Section 1, MEMBERSHIP: The membership of this society shall consist of those persons interested in furthering the objectives of the society, and who pay the annual dues.

Section 2, DUES: The dues structures will be established by the Board of Directors by majority vote.

Section 3, VOTING RIGHTS: Regular members shall have voting rights, and have all privileges of the society, and be eligible to participate in committees.

Section 4, TERMINATION AND REINSTATEMENT: Termination shall be effective three months after current dues remain unpaid. Reinstatement shall be effective with payment of current dues. Terminations may also be determined by a majority of the Board for the good of the society.

#### **ARTICLE V** **QUALIFICATION OF MEMBERS**

The corporation shall have voting members who shall be elected to membership by the

Board of Directors after payment of dues. They shall have all rights and privileges of members of the corporation. They may be removed by vote of a majority of the Board. The by-laws may provide for non-voting members.

The names and addresses of each initial voting member is as follows:

HARRY P. CUSHING, 2709 East Atlantic Boulevard, Pompano Beach, Florida 33062  
JULIE R. CUSHING, 2709 East Atlantic Boulevard, Pompano Beach, Florida 33062  
DAVID F. BUTLER, 600 S.E. 5th Court, Pompano Beach, Florida 33060  
HIBBARD CASSELBERRY, 4848 N.E. 23rd Avenue., Apt. 6-A, Fort Lauderdale, Florida  
33308-4739  
CARMEN McGARRY, 1073 Hillsboro Mile, Hillsboro Beach, Florida 33062

#### **ARTICLE VI** **INITIAL REGISTERED AGENT AND OFFICE**

The initial registered agent is Harry P. Cushing. The original registered office is Nautical Treasures, 2709 East Atlantic Boulevard, Pompano Beach, Florida 33062.

#### **ARTICLE VII** **INITIAL BOARD OF DIRECTORS**

The Board of Directors shall consist of no less than three persons and shall be comprised of the elected officers plus members of general membership as stated in the by-laws. Two members of the Board shall also be members of the Board of the Pompano Beach Historical Society.

The initial Board of Directors are:

HARRY P. CUSHING, 2709 East Atlantic Boulevard, Pompano Beach, Florida 33062  
JULIE R. CUSHING, 2709 East Atlantic Boulevard, Pompano Beach, Florida 33062  
DAVID F. BUTLER, 600 S.E. 5th Court, Pompano Beach, Florida 33060  
CARMEN McGARRY, 1073 Hillsboro Mile, Hillsboro Beach, Florida 33062

**ELECTIONS:** Officers shall be elected yearly by vote at the April meeting, and shall be installed at the annual May meeting.

#### **TERMS OF OFFICE:**

1. Officers shall be elected for a one-year term.
2. Directors shall be elected for a two year term. One half the directors shall be elected each year.

**VACANCIES:** If a vacancy occurs in the office of the President, the Vice President shall succeed to the office. Vacancies in other offices shall be appointed by a majority of the Board.

**ARTICLE VIII**  
**INCORPORATORS**

The names and addresses of the incorporators are as follows:

HARRY P. CUSHING, 2709 East Atlantic Boulevard, Pompano Beach, Florida 33062  
DAVID F. BUTLER, 600 S.E. 5th Court, Pompano Beach, Florida 33060  
HIBBARD CASSELBERRY, 4848 N.E. 23rd Avenue., Apt. 6-A, Fort Lauderdale, Florida  
JULIE R. CUSHING, 2709 East Atlantic Boulevard, Pompano Beach, Florida 33062

**ARTICLE IX**  
**NON-STOCK BASIS**

The corporation is organized and shall be operated on a non-stock basis within the meaning of the Florida Not For Profit Corporation Act and shall not have the power to issue shares of any type or class of stock, but may issue membership certificates if so provided by the By-Laws.

**ARTICLE X**  
**CORPORATE ADDRESS**

The street and mailing address of the corporation's initial principal office is Nautical Treasures, 2709 East Atlantic Boulevard, Pompano Beach, Florida 33062.

IN WITNESS WHEREOF, the undersigned have signed these Articles of Incorporation on this 22 day of October, 1997.

  
HARRY P. CUSHING, Incorporator

  
DAVID F. BUTLER, Incorporator

  
HIBBARD CASSELBERRY, Incorporator

  
JULIE R. CUSHING, Incorporator

STATE OF FLORIDA }  
COUNTY OF BROWARD }

Before me personally appeared HARRY P. CUSHING who is personally known to me  
or X who has produced \_\_\_\_\_ as identification, known to  
me to be the persons described in and who executed the foregoing instrument, and severally  
acknowledged to and before me that they executed said instrument for the purposes therein  
expressed.

WITNESS my hand and official seal this 22 day of October, 1997,  
in the aforesaid County and State.

My Commission Expires:

STATE OF FLORIDA }  
COUNTY OF BROWARD }



Notary Public  
Printed Name: Fred C. Bamman  
FRED C. BAMMAN, III  
COMMISSION # CC 358220  
EXPIRES MAY 3, 1998  
BONDED THRU  
ATLANTIC BONDING CO., INC.

Before me personally appeared DAVID F. BUTLER who is personally known to me  
X OR who has produced \_\_\_\_\_ as identification, known to  
me to be the persons described in and who executed the foregoing instrument, and severally  
acknowledged to and before me that they executed said instrument for the purposes therein  
expressed.

WITNESS my hand and official seal this 22 day of October, 1997,  
in the aforesaid County and State.

My Commission Expires:

STATE OF FLORIDA }  
COUNTY OF BROWARD }



Notary Public  
Printed Name: Fred C. Bamman  
FRED C. BAMMAN, III  
COMMISSION # CC 358220  
EXPIRES MAY 3, 1998  
BONDED THRU  
ATLANTIC BONDING CO., INC.

Before me personally appeared HIBBARD CASSELBERRY who is personally known to  
me X OR who has produced \_\_\_\_\_ as identification, known  
to me to be the persons described in and who executed the foregoing instrument, and severally  
acknowledged to and before me that they executed said instrument for the purposes therein  
expressed.

WITNESS my hand and official seal this 22 day of October, 1997,  
in the aforesaid County and State.

My Commission Expires:



Notary Public  
Printed Name: Fred C. Bamman  
FRED C. BAMMAN, III  
COMMISSION # CC 358220  
EXPIRES MAY 3, 1998  
BONDED THRU  
ATLANTIC BONDING CO., INC.

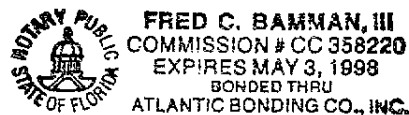
STATE OF FLORIDA }  
COUNTY OF BROWARD }

Before me personally appeared JULIE R. CUSHING who is personally known to me  
\* OR who has produced \_\_\_\_\_ as identification, known to  
me to be the persons described in and who executed the foregoing instrument, and severally  
acknowledged to and before me that they executed said instrument for the purposes therein  
expressed.

WITNESS my hand and official seal this 22 day of October, 1997,  
in the aforesaid County and State.

Fred C. Bamman  
Notary Public  
Printed Name: \_\_\_\_\_

My Commission Expires:



**ACCEPTANCE BY REGISTERED AGENT**

The undersigned hereby accepts the appointment as Registered Agent of HILLSBORO  
LIGHTHOUSE PRESERVATION SOCIETY, INC., which is contained in the foregoing Articles  
of Incorporation.

Dated this 22 day of October, 1997.

[Signature]  
HARRY P. CUSHING, Registered Agent  
NAUTICAL TREASURES  
2709 East Atlantic Boulevard  
Pompano Beach, Florida 33062

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
97 OCT 27 AM 11:33

Hillsboro Lighthouse Preservation Society, Inc.  
P.O. Box 610236  
(954) 942-2102  
[www.HillsboroLighthouse.org](http://www.HillsboroLighthouse.org)



Title	Name
President	Ken Herman
Vice-President	Ed Dietrich Jr.
Secretary	Jack Burrie
Treasurer	Charles Seitz
Director	Arthur Makenian
Director	Linda Peck
Director	Joyce Hager
Director	Stephen Hoczak
Director	Susan Williams
Director	Debbie Divich
Director	Ben Ellis
Director	Bill Slager
Director	Dave Noderer
Director	Fred Maclean Jr.
Director	Ralph Krugler





	Last Year Adopted 2019	Current Year Proposed 2020
<b>Resource Available:</b>		
City of Pompano Beach	\$2,500.00	\$2,500.00
Federal Funding	0	0
State Funding	0	0
Other Local Government Funding	\$5,000.00	\$5,000.00
Foundation Grants	0	0
User Fees	0	0
Other Revenue Sources	\$20,000.00	\$20,000.00
<b>Total Resources Available:</b>	<b>\$275000.00</b>	<b>\$27,500.00</b>
<b>Sources Allocated:</b>		
Salaries	0	0
Benefits	0	0
Supplies / Publications	\$8,500.00	\$8,500.00
Contractual Services (Boat Rental)	\$9,000.00	\$9,000.00
Liability Insurance	\$5,000.00	\$5,000.00
Web Services (web camera)	\$1,500.00	\$1,500.00
Other (Storage Rental)	\$3,500.00	\$3,500.00
<b>Total Resources Allocated</b>	<b>\$27,500.00</b>	<b>\$27,500.00</b>

## **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 Hillsboro Lighthouse Preservation Society, Inc. (name of the non-profit organization) for Hillsboro Lighthouse Preservation Society (title of the program) for the current fiscal year is: \$2,500.

There will be a lump sum payment issued in advance equal to \$2,500. 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

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(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)  
3/12/2019

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 have ADDITIONAL INSURED provisions or 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 PF INSURANCE INC 164 N POWERLINE ROAD POMPANO BEACH 33069	CONTACT NAME:		
	PHONE (A/C, No, Ext):	954-973-3038	FAX (A/C, No): 954-972-2129
	E-MAIL ADDRESS:	PFINS@PUSHINC.NET	
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: UNITED STATES LIABILITY INSURANCE CO		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

INSURED  
HILLSBORO LIGHTHOUSE PRESERVATION SOCIETY INC  
101 N RIVERSIDE STE 205  
HILLSBORO BEACH FL 33062

**COVERAGES**

CERTIFICATE NUMBER: 136

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
X	COMMERCIAL GENERAL LIABILITY	X	NPP1586217	1/03/2019	1/03/2020	EACH OCCURRENCE \$ 1,000,000
	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
						GENERAL AGGREGATE \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ INCLUDED
	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	OTHER:					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB	OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ)					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

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

PROFESSIONAL E&amp;O LIABILITY EACH INCIDENT 1,000,000 —AGG 2,000,000

ABUSE AND MOLESTATION EACH CLAIM 1,000,000 —AGG 2,000,000

**APPROVED**

By Danielle Thorpe at 9:40 am, Aug 15, 2019

**CERTIFICATE HOLDER**CITY OF POMPANO  
100 W ATLANTIC BLVD  
POMPANO BCH FLA 33060**CANCELLATION**

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

EDWARD PHILLIPS

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JIMMY PATRONIS  
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA  
DEPARTMENT OF FINANCIAL SERVICES  
DIVISION OF WORKERS' COMPENSATION

**APPROVED**

*By Danielle Thorpe at 9:37 am, Aug 15, 2019*

**\*\* CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW \*\***

**NON-CONSTRUCTION INDUSTRY EXEMPTION**

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

**EFFECTIVE DATE:** 8/8/2019

**EXPIRATION DATE:** 8/7/2021

**PERSON:** KENNETH J HERMAN

**EMAIL:** PRESIDENT@HILLSBOROLIGHTHOUSE.ORG

**FEIN:** 650803910

**BUSINESS NAME AND ADDRESS:**

HILLSBORO LIGHTHOUSE PRESERVATION SOCIETY, INC.

101 N. RIVERSIDE DR. SUITE 205

POMPANO BEACH, FL 33062

**SCOPE OF BUSINESS OR TRADE:**

Amusement Park or Exhibition  
Operation & Drivers

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IMPORTANT: Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

## Florida Automobile Insurance Identification Card

**Insurer:** Progressive Select Insurance Co - 02960

**Policy Number:** 48317231

**Effective Date:** 07/04/2019

**Expiration Date:** 01/04/2020

**[X] Personal Injury Protection  
Benefits/Property Damage Liability**

**[X] Bodily Injury Liability**  
See policy and outline of coverage;  
damage to a rental vehicle is covered  
to the extent shown therein.

**Named Insured(s):**

Ken J Herman  
Barkha Herman

**PROGRESSIVE®**

Year	Make	Model	VIN
2006	Subaru	Baja	4S4BT63C366104685
2016	Smart	Electric Drive	WMEEJ9AA9GK845573

**NAIC Number:** 10192

**NOT VALID FOR MORE THAN ONE YEAR FROM EFFECTIVE DATE.**

**APPROVED**

By Danielle Thorpe at 9:41 am, Aug 15, 2019