

Meeting Date: 3/24/15

Agenda Item 24

REQUESTED COMMISSION ACTION:

X Consent ___ Ordinance X Resolution ___ Consideration ___ Workshop

SHORT TITLE OR MOTION: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND NEW HORIZON COMMUNITY DEVELOPMENT CORPORATION, INC. TO PROVIDE JOBS APPRENTICESHIP AND MENTORING OPPORTUNITIES TO AT-RISK YOUTH IN POMPANO BEACH; PROVIDING AN EFFECTIVE DATE. (Cost: \$125,000.00)

Summary of Purpose and Why: This is the third year of the City's sponsorship of the Work In Progress Program. This funding would be used for students between the ages of 13-15, who seek valuable work experience by volunteering for summer employment opportunities. The purpose of the program is to provide mentorship and apprenticeship to meet the needs of our local youth by placing them under the guidance of various businesses around the City of Pompano Beach.

Last year the City provided \$145,000.00 to mentor 88 Pompano Beach students and \$80,000.00 in 2013 for 52 students. The amount being requested this year is \$125,000.00 to mentor 50-60 students. This program will be managed by the New Horizon Community Development Corporation, Inc. (NHCDC, Inc.). NHCDC, Inc. is a Pompano Beach non-profit that has been in operation for 18 years.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Commissioner
(2) Primary staff contact: Phyllis A. Korab, ACM Ext. 4608
(3) Expiration of contract, if applicable: July 31, 2015
(4) Fiscal impact and source of funding: \$125,000.00 from the General Fund (Working Cap Reserve)

Table with 2 columns: DEPARTMENTAL COORDINATION and DATE. Rows include City Attorney, Budget Office, Finance Department, and Risk Management with dates around 3/17/15.

DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER. Includes handwritten signatures and 'APPROVE' stamps.

X City Manager [Signature] [Signature]

Table with 4 columns: Ordinance, Resolution, Consideration, Workshop. Rows for 1st and 2nd Reading.



2015 MAR 16 PM 3:28

City Attorney's Communication #2015-714

March 16, 2015

TO: Phyllis A. Korab, Assistant City Manager

FROM: Gordon B. Linn, City Attorney

RE: Resolution – Miscellaneous Appropriations Agreement / New Horizon Community Development Corporation, Inc.

As requested in your memorandum dated March 16, 2015, I have prepared and attached the following captioned resolution:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPAÑO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN THE CITY OF POMPAÑO BEACH AND NEW HORIZON COMMUNITY DEVELOPMENT CORPORATION, INC. TO PROVIDE JOBS APPRENTICESHIP AND MENTORING OPPORTUNITIES TO AT-RISK YOUTH IN POMPAÑO BEACH; PROVIDING AN EFFECTIVE DATE.

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


GORDON B. LINN

GBL/jrm
l:cor/mgr/acm/2015-714

Attachment

RESOLUTION NO. 2015-_____

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 MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND NEW HORIZON COMMUNITY DEVELOPMENT CORPORATION, INC. TO PROVIDE JOBS APPRENTICESHIP AND MENTORING OPPORTUNITIES TO AT-RISK YOUTH IN POMPANO BEACH; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That a Miscellaneous Appropriations Agreement between the City of Pompano Beach and New Horizon Community Development Corporation, Inc., a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and New Horizon Community Development Corporation, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN THE
CITY OF POMPANO BEACH
AND
NEW HORIZON COMMUNITY DEVELOPMENT CORPORATION, INC.**

THIS AGREEMENT made and entered into in duplicate on this ___ day of _____, 2015 by and between the CITY of Pompano Beach, a municipal corporation of the State of Florida, hereinafter the "CITY"

and

New Horizon Community Development Corporation, Inc. a Florida corporation authorized to do business in the State of Florida, whose principal office is located at **1518 NW 17 Avenue, Pompano Beach, Florida 33069**, hereinafter referred to as "RECIPIENT".

WITNESSETH:

WHEREAS, the CITY of Pompano Beach has appropriated for its current Fiscal Year 2014-15 (October 1st through September 30th), the sum of **\$125,000.00** to RECIPIENT, to conduct a program entitled, "**Work In Progress Program**" and activities as described in *Addendum "I"* which is attached hereto and incorporated herein by reference, for the period beginning June 8, 2015 and ending July 31, 2015; 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.) Obligations of Recipient. 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 State 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 15th 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.) Term. This Agreement shall become effective on the 8th day of June 2015, and shall terminate on the 31st day of July 2015, unless canceled sooner with or without cause by either party by giving thirty (30) days prior written notice of such cancellation to the other party.
- 3.) Compensation. The City of Pompano Beach agrees to advance RECIPIENT the sum of **\$125,000.00** for the program or activity.
- a) CITY of Pompano Beach funds will be advanced in three installments:
 - Monday, June 15, 2015 - \$43,750.00
 - Monday July 13, 2015 - \$43,750.00
 - Monday, August 10, 2015 - \$37,500.00
 - b) Prior to the July 13, 2015 payment, RECIPIENT shall be required to provide properly documented receipts reflecting amounts spend or encumbered for services rendered between June 8 and July 10, 2015. Acceptable documentation shall include but not be limited to cancelled checks (front and back of checks), signed time sheets (by employees and supervisors), purchase receipts and paid invoices, or a combination thereof. Such submittals must generally have sufficient supporting documentation to validate that funds

have been paid or encumbered by RECIPIENT. In lieu of a copy of the back of cancelled checks, a copy of the front of the check and online bank activity statement showing cleared check is acceptable.

- 4.) Program Budget. 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.
- 5.) 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, 2014 through September 30, 2015 which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligation shall be retained by the City of Pompano Beach.
- 6.) This Agreement shall apply to all funds appropriated during the fiscal year ending September 30, 2015, 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.
- 7.) Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below:

If to Recipient: Attn: Rayfield Showers
New Horizon Community Development Corporation, Inc.
1518 NW 17 Avenue
Pompano Beach, Florida 33069

If to City: Attn: City Manager
City of Pompano Beach
P. O. Box 1300
Pompano Beach, Florida 33061

- 8.) Joint Venture. 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.

- 9.) Force Majeure. RECIPIENT shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the RECIPIENT. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.
- 10.) Insurance. Throughout the term of this Agreement, RECIPIENT shall procure and maintain liability insurance in the type and amounts set forth in Exhibit "B" attached hereto. Such insurance shall specify that it is issued on an "occurrence" basis. RECIPIENT shall name CITY as additional insured on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without at least thirty (30) days' notice to CITY.
- 11.) Indemnity. The RECIPIENT shall defend, indemnify and hold the CITY, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the CITY.
- 12.) Assignment. RECIPIENT shall not assign all or any portion of this Agreement without the prior written consent of the CITY, and it is agreed that said consent must be sought in writing by RECIPIENT not less than fifteen (15) days prior to the date of any proposed assignment.
- 13.) Performance Under Law. The RECIPIENT, in the performance of duties under the Agreement, 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.
- 14.) 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.
- 15.) Independent Contractor. The RECIPIENT shall be deemed an independent contractor for all purposes, and the employees of the RECIPIENT or any of its RECIPIENTS, SUBRECIPIENTS and the employees thereof, shall not in any manner be deemed to be employees of CITY. As such, the employees of the RECIPIENT, its RECIPIENTS or SUBRECIPIENTS, shall not be subject to any withholding for tax, social security or other purposes by CITY, nor shall such RECIPIENT, SUBRECIPIENT or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from CITY.
- 16.) Mutual Cooperation. The RECIPIENT recognizes that the performance of this Agreement 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.

- 17.) Governing Law. This Agreement 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 Agreement 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.
- 18.) Waiver. Any waiver of any breach of the covenants herein contained to be performed by RECIPIENT shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the CITY from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.
- 19.) Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, Agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, Agreements or understandings concerning the subject matter of this Agreement 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 Agreements, whether oral or written.
- 20.) Severability. Should any provision of this Agreement 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 Agreement shall remain in full force and effect.

THIS SPACE LEFT BLANK INTENTIONALLY

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
Lamar Fisher, Mayor

By: _____
Dennis W. Beach, CITY Manager

Attest:

(SEAL)

Asceleta Hammond
CITY Clerk

Approved by:

Gordon B. Linn, Esq.
CITY Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by LAMAR FISHER as Mayor of the City of Pompano Beach, a municipal Florida corporation, on behalf of the municipal corporation and who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Signature of Notary Taking Acknowledgment)

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by DENNIS W. BEACH, as City Manager of the City of Pompano Beach, a municipal Florida corporation, on behalf of the municipal corporation and who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Signature of Notary Taking Acknowledgment)

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by ASCELETA HAMMOND, as CITY Clerk of the City of Pompano Beach, a municipal Florida corporation, on behalf of the municipal corporation and who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Signature of Notary Taking Acknowledgment)

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

2015 MAR 13 PM 2:10

**CITY OF POMPANO BEACH
FISCAL YEAR 2015**

FUNDING FOR NON-FOR-PROFIT ORGANIZATIONS

1. Legal Name of Organization: New Horizon Community Development Corporation, Inc.
2. Mailing Address: 1518 NW 17th Avenue
Pompano Beach, Florida 33069
3. Date of Incorporation: November 17, 1997
 - 3a. Does your corporation/organization fall within Section 501(c)(3) and Section 501(a) of the Internal Revenue Code? Yes X No
(Please attach proof of tax exempt status)
4. Chief Executive Officer: Rayfield Showers
Official Title: _____ Telephone #: (954) 984-5987
5. Contact Person (if different from above): Bessie Showers
Telephone #: (954) 984-5987
6. Provide a brief description of the organizations goals and objectives:

New Horizon Community Development Corporation, Inc is an 18 year old non-profit organization whose mission is to empower youth and their families to become self-sufficient..

The principal goals and objectives are: to provide access to enrichment activities and learning experiences that will strengthen academic and social development.

The program provides academic support and services, which includes tutoring, exploratory activities, hands-on activities and role play. Also, emphasis will be placed on helping youth to develop independence critical thinking skills and making positive choices for healthy behavior.

Mentors – Local community and business leaders visit the center weekly to provide mentoring services. This includes one-hour “face-to-face” meetings and small group sessions focusing on positive behavior. Parents will be invited to the orientation and the culminating event.

ADDENDUM "1"

7. Amount of funding approved: 0
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).**

This Work In Progress Program would provide jobs apprenticeship and mentoring opportunities to at-risk youth in the Pompano Beach. The program will serve 50-60 youth from ages 13-15 years old.

Work In Progress Program will focus on teaching youth the "soft" skills necessary to enter the workforce. Research has shown that employers are looking for employees who possess soft skills such as good communication, enthusiasm attitude, work ethic, team work, initiative, interpersonal skills, adaptability/flexibility, and leadership skills. The overall goal of the program is to help the youth with career workforce readiness skills. Each student enrolled in the program will work directly with an employer in a work/mentorship role.

The training program will focus on the following skills:

- Interviewing skills
- Proper dress and etiquette
- Communication skills
- Punctuality
- Interpersonal skills
- Professionalism
- Community Involvement
- Proper use of social media

The program will be held for eight (8) weeks beginning Monday June 8, 2015 and concluding on Friday July 31, 2015. The program assumes all responsibility for the wages of the students.

Every Monday morning the staff will conduct orientation and training. The weekly training sessions will include but not limited to role plays, group activities and guest speakers from the community and various organizations. Also, these weekly sessions will include training in life skills. Tuesdays through Thursday, students work at their designated work site in the city of Pompano, starting at 9:00 AM to 1:00 PM or 1:00 PM to 5:00 PM.

ADDENDUM "1"

The 40 to 50 students would be employed around the city of Pompano Beach and would be placed at worksites where they are taught specific skills of the profession and provided hands on experience.

An evaluation survey will be completed by the employers and students at the end of the program the overall effectiveness of the program. Also, a recognition banquet will be held at the conclusion of the program.

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

The recommended funding will compliment the array for City services currently being provide to City residents by enhancing an opportunity for underserved group ages 13-15 year old to participate in a mentorship and apprenticeship workforce program.

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 X

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

11. Does your organization receive support from the County or other cities? Yes ___ No X

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"? 80%

ADDENDUM "1"

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 2013	Current Year Estimated 2014	Next Year Proposed 2015
Total Persons Served	N/A	N/A	50-60
Number of Pompano Beach residents served	N/A	N/A	50-60

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 2014	Current Year Proposed 2015
Resource Available:			
City of Pompano Beach		N/A	\$125,000.00
Federal Funding			
State Funding			
Other Local Government Funding			
Foundation Grants			
User Fees			
Other Revenue Sources			
Total Resources Available		N/A	

Resource Allocated:			
Salaries		N/A	\$99,491.00
Benefits			\$7,218.00
Supplies			\$5,000.00
Contractual Services			\$3,500.00
Capital Outlay			
Other			\$14,791.00
Total Resources Allocated			\$125,000.00

-END-



Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248359979
Mar. 10, 2014 LTR 4168C 0
31-1583031 000000 00

00021394
BODC: TE

NEW HORIZON COMMUNITY DEVELOPMENT
CORPORATION INC
% RAYFIELD SHOWERS
1518 NW 17TH AVENUE
POMPANO BEACH FL 33069



039512

Employer Identification Number: 31-1583031
Person to Contact: Ms. Sene
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Feb. 27, 2014, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in April 1998.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

0248359979
Mar. 10, 2014 LTR 4168C 0
31-1583031 000000 00
00021395

NEW HORIZON COMMUNITY DEVELOPMENT
CORPORATION INC
% RAYFIELD SHOWERS
1518 NW 17TH AVENUE
POMPANO BEACH FL 33069

If you have any questions, please call us at the telephone number
shown in the heading of this letter.

Sincerely yours,

Susan M. O'Neill

Susan M. O'Neill, Department Mgr.
Accounts Management Operations

2015 FLORIDA NON PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# N97000006461

FILED
Feb 16, 2015
Secretary of State
CC5401443044

Entity Name: NEW HORIZON COMMUNITY DEVELOPMENT CORPORATION, INC.

Current Principal Place of Business:

1518 NW 17TH AVE.
POMPANO BEACH, FL 33069

Current Mailing Address:

4752 NW 6TH PLACE
COCONUT CREEK, FL 33063 US

FEI Number: 65-0886060

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

SHOWERS, RAYFIELD
4752 NW 6 PLACE
COCONUT CREEK, FL 33063 US

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

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title T
Name HEATH, WILLIE RUTH
Address 1510 NW 17TH AVE
City-State-Zip: POMPANO BEACH FL 33069

Title FS
Name SHOWERS, BESSIE
Address 4752 NW 6TH PL
City-State-Zip: POMPANO BEACH FL 33063

Title S
Name WALKER, KOTELIA
Address 2029 NW 14TH AVENUE
City-State-Zip: FT. LAUDERDALE FL 33311

Title S
Name GRANISON, APRYL
Address 6356 WILLOUGHBY CIRCLE
City-State-Zip: LAKES WORTH FL 33963

Title DEACON
Name FULLER, CLARENCE
Address 2850 NE 19TH STREET
City-State-Zip: POMPANO BEACH FL 33064

Title PRESIDENT
Name SHOWERS, RAYFIELD
Address 4752 NW 6TH PLACE
City-State-Zip: COCONUT CREEK FL 33063

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: BESSIE SHOWERS

FS

02/16/2015

Electronic Signature of Signing Officer/Director Detail

Date

EXHIBIT "A"

MATCHING FUND COMMITMENT AGREEMENT

NOTE: Matching Fund Commitment Agreement not required as Recipient does not intend to obtain matching funds from another source at time of application for the City grant.

EXHIBIT "B"

INSURANCE REQUIREMENTS

CONTRACTOR/RECIPIENT 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 who can be reached by phone (954-786-5555) or email (eddie.beecher@copbfl.com) should you have any questions regarding the terms and conditions set forth in this Article. Proof of the insurance coverage required hereunder shall be mailed to Risk Management, PO Box 1300, Pompano Beach, FL 33061.

CONTRACTOR/RECIPIENT is responsible to deliver to the CITY's Risk Manager for his 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.

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 CONTRACTOR/RECIPIENT, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR/RECIPIENT under this Agreement.

Throughout the term of this Agreement, CONTRACTOR/RECIPIENT 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/Recipient is obligated to pay compensation to employees engaged in the performance of the work. Contractor/Recipient 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/Recipient's negligent acts or omissions in connection with Contractor's/Recipient'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	
xx 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 \$1,000,000 Per Aggregate

AUTOMOBILE LIABILITY:	Minimum \$1,000,000 Per Occurrence and Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.
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	\$2,000,000	\$2,000,000
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PROFESSIONAL LIABILITY

xx	* Policy to be written on a claims made basis		Per Occurrence \$1,000,000	Aggregate \$2,000,000
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C. Employer's Liability. CONTRACTOR/RECIPIENT 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/RECIPIENT, the CONTRACTOR/RECIPIENT 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/RECIPIENT 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/RECIPIENT 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/RECIPIENT enter into such an agreement on a pre-loss basis.

