

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 10/08/2021

Contract/Lease Control #: C21-2985-BCC

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: HERITAGE MUSEUM OF NORTHWEST FL

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 12/15/2020

Expiration Date: 09/30/2021

Description of: BUSINESS ASSISTANCE FOR CARES ACT PROGRAM

Department: BCC

Department Monitor: HOFSTAD

Monitor's Telephone #: 850-651-7515

Monitor's FAX # or E-mail: JHOFSTAD@MYOKALOOSA.COM

Closed: October 8, 2021

Cc: BCC RECORDS

**CONTRACT CLOSE-OUT CHECKLIST**  
 (To Be Prepared by the Contracts & Lease Coordinator)

**DATE:** September 24, 2021

**TO:** Finance Department

**SUBJECT:** Contract No. C21-2985-BCC

**MANAGING DEPARTMENT:** BC

**CONTRACTOR'S NAME:** HERITAGE MUSEUM OF NORTHWEST FL

**PROJECT TITLE:** BUSINESS ASSISTANCE FOR CARES ACT PROGRAM

The attached has met the final payment contract requirement in subject contract.

|   | <b>Yes</b> | <b>No</b>  |
|---|------------|------------|
| 1. Final Invoice                                  | <b>X</b>   |            |
| 2. Completed Contract/Lease Payment Approval Form | <b>X</b>   |            |
| 3. Close-Out Documents                            | <b>Yes</b> | <b>No</b>  |
| a. Signed Release of Lien                         |            | <b>N/A</b> |
| b. Proof of Completion Advertisement              |            | <b>X</b>   |
| c. Certificate of Insurance                       |            | <b>X</b>   |
| d. Consent of Surety to Final Payment             |            | <b>X</b>   |
| e. Proof of Performance/Payment Bond              |            | <b>X</b>   |
| Continuation 12 Months Following                  |            |            |
| Final Payment                                     |            |            |
| f. Grants approval/signature                      |            | <b>X</b>   |
| 4. Remarks  |            |            |

**Faye Douglas** Digitally signed by Faye Douglas  
Date: 2021.09.24 09:07:03 -05'00'

\_\_\_\_\_  
 OMB DIRECTOR

\_\_\_\_\_  
 DATE

**From:** Faye Douglas  
**To:** Sara Martin  
**Subject:** FW: You received a new Invoice (#000018)  
**Date:** Tuesday, September 21, 2021 12:35:38 PM

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**From:** Heritage Museum of Northwest Florida <invoicing@messaging.squareup.com>  
**Sent:** Tuesday, September 21, 2021 10:02 AM  
**To:** Faye Douglas <fdouglas@myokaloosa.com>  
**Subject:** You received a new invoice (#000018)



New Invoice

**\$2,500.00**

Due on September 21, 2021

**Pay Invoice**

**Okaloosa County Board of Commissioners Funding**

Invoice #000018

September 21, 2021

**Customer**

Faye Douglas

Office of Management and Budget Okaloosa County

fdouglas@myokaloosa.com

850-651-7643

1250 N. Eglin Parkway

Shalimar, FL 32579

**Message**

We appreciate your business.



## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 01/27/2021

Contract/Lease Control #: C21-2985-BCC

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: HERITAGE MUSEUM OF NORTHWEST FL

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 12/15/2020

Expiration Date: 12/31/2020

Description of: BUSINESS ASSISTANCE FOR CARES ACT PROGRAM

Department: BCC

Department Monitor: HOFSTAD

Monitor's Telephone #: 850-651-7515

Monitor's FAX # or E-mail: JHOFSTAD@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

**AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA AND HERITAGE  
MUSEUM ASSOCIATION FOR GRANT FUNDING ASSISTANCE**

This Agreement is made and entered into on the effective date below by and between the **BOARD OF COUNTY COMMISSIONERS OF OKALOOSA COUNTY, FLORIDA** (the "County") and Heritage Museum Association (the "Grantee").

**WITNESSETH:**

**WHEREAS**, Grantee is a nonprofit organization in Okaloosa County, which offers museum programs and/or services; and

**WHEREAS**, the County wishes to provide financial assistance to nonprofit organizations, such as Grantee which help to improve the quality of place and life of the citizens of the County.

**NOW, THEREFORE**, in consideration of mutual covenants and promises herein contained and other good and valuable consideration, the parties hereto agree as follows:

**1. SPECIAL CONDITIONS.**

- a. Grantee shall request fund distributions within ten (10) days of the fiscal quarters end (December 31, March 30, June 30, and September 30) by email to: fdouglas@myokaloosa.com.
- b. Grantee warrants that funds will be used in accordance with the budget included with its proposal and only for the purposes allowed by the IRS and other government agencies relating to grants from private foundations. In particular, no funds may be used for lobbying purposes or to aid in the election of a public official.
- c. Grantee agrees to comply with the Okaloosa County Nonprofit Agency Funding Policy.
- d. Grantee agrees to provide an annual financial report and annual programmatic report, which describes progress towards program outcomes and detailing expenditures signed by the Executive Director and shall accompany the third quarter distribution request.
- e. Grantee, with funding up to and including \$10,000, shall provide an affidavit stating the funds were used to reimburse the Grantee for expenses incurred in accordance with county policy, the Application and all applicable county, state and federal rules, laws and regulations. The Affidavit shall accompany the first quarter distribution request.
- f. Grantee, with funding above \$10,000, shall provide an accounting of grant funds along with receipts and documentation which establishes that the funds were expended in conformity with county policy, the Application and all applicable county, state and federal rules, laws and regulations. The accounting and documentation is required quarterly.
- g. Grantee is required to maintain detailed back-up documentation of expenditures, available for review by the County upon request. Site visits may be performed annually to determine and verify data collection methodology.
- h. Grantee agrees to furnish to the County any information concerning a deviation from its proposal or a change in Grantee's tax-exempt status.

- i. If Grantee's tax-exempt status changes or funds are not used for the purposes described in its proposal, the County may seek return of all unused funds and reimbursement of any misappropriated funds.
2. **EFFECTIVE DATE AND TERM.** This Agreement shall be effective October 1, 2020 thru September 30, 2021 and shall remain in effect until final payment is made.
3. **COMPENSATION.** The County agrees to pay to Grantee Ten Thousand Dollars (\$10,000.00). Funds shall be paid to Grantee on a quarterly basis upon receipt of a reimbursement request, which shall include any activities, events, or services that occurred during the period and were funded by the County. Payment may be reduced as necessary in the event of an unforeseen occurrence that results in decreased tax revenue.
4. **HOLD HARMLESS.** Grantee shall protect, defend, indemnify and hold the County, its officers, and employees completely harmless from and against any and all liabilities, demands, suits, claims, losses, fines, or judgments arising by reason of the injury or death of any person or damage to any property, including all reasonable costs from investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this Agreement or Grantee's officers, employees, agents, contractors, subcontractors, licensees or invitees regardless of where the injury, death or damage may occur; unless such injury, death or damage is caused by the sole negligence of the County. The County shall give Grantee reasonable notice of any such notice claims or actions. Grantee, in carrying out its obligations hereunder, shall use counsel reasonably acceptable to the County. The provisions of this section shall survive the expiration of earlier termination of this Agreement. The parties further agree that nothing contained herein is intended to nor shall be construed as a waiver of the County's rights and immunities under Section 768.28, Florida Statutes, as amended from time to time.
5. **TERMINATION.** This Agreement may be terminated by the County upon occurrence of any of the following:
  - a. The filing for Bankruptcy, loss of tax exemption status or dissolution by Grantee.
  - b. The County shall have authority to withhold compensation upon a reasonable determination that the Grantee has not complied with any one or any part of the terms of this Agreement. The County shall specifically identify in writing why it withheld compensation. Upon receipt of such written notice the Grantee shall have ten (10) days to cure its breach of the Agreement.
  - c. If the Grantee has failed to cure its breach within the time specified after receipt of such notice, the County may deliver to the Grantee a written notice of its intent to terminate this Agreement (the "Notice to Terminate"). The Grantee, upon receipt of the Notice to Terminate, shall be placed on notice that this Agreement shall terminate on the 10<sup>th</sup> day after receipt, with no further negotiations.

Either party may terminate this Agreement by giving sixty (60) days' written notice to the other.

6. **AUDITS AND RECORDKEEPING.** The Grantee is hereby obligated to maintain accurate records of expenditure of public funds under this Agreement. All records relating to these expenditures shall be considered public documents and shall remain available for audit and/or review at the request of the County at all times during the term of this Agreement. Grantee shall allow public access to all documents, records and other materials, subject to the provisions of Chapter 119, Florida Statutes, prepared or received by Grantee in conjunction with this Agreement. The County shall have the right from time to time at its sole expense to

audit the compliance by the Grantee with the terms, conditions, obligations, limitations, restrictions and requirements of this Agreement and such right shall extend for a period of three (3) years after termination of this Agreement.

**IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST., SUITE 301, CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@myokaloosa.com.**

Grantee must comply with the public records laws, Florida Statute chapter 119, specifically Grantee must:

- a. Keep and maintain public records required by the County to perform the service.
  - b. Upon request from the County's custodian of public records, provide the County with a copy of the 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.
  - c. 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 Grantee does not transfer the records to the County.
  - d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Grantee or keep and maintain public records required by the County to perform the service. If the Grantee transfers all public records to the public agency upon completion of the contract, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Grantee keeps and maintains public records upon completion of the contract, the Grantee shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
7. **NON-APPROPRIATION OF FUNDS.** Notwithstanding anything contained in this contract to the contrary, in the event the funds appropriated by the County in any fiscal period are insufficient to pay the costs of this Agreement, the Agreement shall terminate on the last quarter period of the fiscal period for which appropriations were received, without penalty or expense to the County of any kind whatsoever. The County will immediately notify the Grantee of such occurrence.
8. **ASSIGNABILITY.** This Agreement may not be assigned or transferred by Grantee without the express prior approval of the County.
9. **NOTICES.** All notices or other communications required or permitted to be given by Grantee or by the County shall be in writing and shall be deemed delivered by either party when deposited in the U.S. Mail, first class postage paid, and addressed to:

**GRANTEE:** David Wheeler  
Executive Director  
895 South McClelland Street  
Crestview, FL 32536



**COUNTY:** Faye Douglas, Director  
Office of Management and Budget  
Okaloosa County  
1250 N. Eglin Parkway  
Shalimar, FL 32579

10. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement and understanding between the Grantee and the County as to the subject matter hereof, and merges and supersedes all prior agreements, commitments, representations, writings, and discussions between them. Neither the Grantee nor the County will be bound to any prior obligations, conditions, warranties or representations with respect to the subject matter of this Agreement. This Agreement may not be changed, modified or supplemented in any way except by an instrument in writing executed by both the Grantee and the County.
11. **GOVERNING LAW & VENUE.** This Agreement shall be interpreted in accordance with the laws of the State of Florida without regard to its principles of conflicts of laws. Venue for any legal proceedings arising out of this Agreement shall be in Okaloosa County, Florida.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this Dec. day of 15, 2020.

**[HERITAGE MUSEUM ASSOCIATION]**

  
\_\_\_\_\_  
Signature

Date: 12/10/20

**OKALOOSA COUNTY, FLORIDA**

  
\_\_\_\_\_  
John Hofstad, County Administrator

Date: 12/21

Attachments:

1. Grantee Application Proposal
2. County Non-Profit Funding Policy

## CARES ACT FUNDING AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division" or "Recipient"), and **Okaloosa County**, (hereinafter referred to as the "County" or "Subrecipient").

This agreement is entered into based on the following representations:

- A. The Subrecipient represents that it is fully qualified and eligible to receive this funding for the purposes identified herein; and
- B. The Division has received these funds from the U.S. Department of Treasury through the State of Florida and has the authority to distribute these funds to the Subrecipient upon the terms and conditions below; and
- C. The Division has statutory authority to disburse the funds under this Agreement.
- D. The CARES Act, section 601(d) of the Social Security Act, created the Coronavirus Relief Fund (CRF) and provided Florida with \$8,328,221,072; 55% of which was allocated to the State of Florida and 45% was allocated to counties.
- E. The United States Department of the Treasury disbursed \$2,472,413,692 of these funds directly to counties with a population in excess of 500,000.
- F. A remaining balance of \$1,275,285,790 was reverted to the State of Florida from the local government allocation, for the State to disburse to counties with populations less than 500,000.

Therefore, the Division and the Subrecipient agree to the following:

(1) **LAWS, RULES, REGULATIONS, AND POLICIES**

- a. Performance under this Agreement is subject to 2 C.F.R Part 200, entitled "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."
- b. As required by section 215.971(1), Florida Statutes, this Agreement includes:
  - i. A provision specifying a scope of work that clearly establishes the tasks that the Recipient is required to perform.
  - ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment or reimbursement. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.
  - iii. A provision specifying the financial consequences that apply if the Subrecipient fails to perform the minimum level of service required by the agreement.
  - iv. A provision specifying that the Subrecipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.
  - v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.
  - vi. A provision specifying that any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.
- c. In addition to the foregoing, the Subrecipient and the Division will be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(2) CONTACT

- a. In accordance with section 215.971(2), Florida Statutes, the Division's Program Manager will be responsible for enforcing performance of this Agreement's terms and conditions and will serve as the Division's liaison with the Subrecipient. As part of his/her duties, the Program Manager for the Division will monitor and document Subrecipient performance.
- b. The Division's Program Manager for this Agreement is:

Wesley Sapp  
Division of Emergency Management  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100  
Telephone: (850) 815-4431  
Email: [Wesley.Sapp@em.myflorida.com](mailto:Wesley.Sapp@em.myflorida.com)

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- c. The name and address of the representative of the Recipient responsible for the administration of this Agreement is:

Allison McLeary  
Division of Emergency Management  
2555 Shumard Oak Blvd  
Telephone: 850-815-4455  
Email: [Allison.McLeary@em.myflorida.com](mailto:Allison.McLeary@em.myflorida.com)

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- d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(3) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(4) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(5) MODIFICATION

This agreement may not be modified.

(6) PERIOD OF AGREEMENT

This Agreement shall be effective on March 1, 2020 and shall end on December 30, 2020, unless terminated earlier in accordance with the provisions of Paragraph (15) TERMINATION. In accordance with section 215.971(1)(d), Florida Statutes, the Subrecipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during the specific agreement period."

(7) FUNDING

- a. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, and the Florida Constitution.
- b. This is a modified reimbursement agreement. The State, through the Division, will make an initial disbursement to the county of 25% of the total amount allocated to the county according to the United States Department of the Treasury. Any additional amounts will be disbursed on a reimbursement basis.

- c. Subrecipients may use payments for any expenses eligible under section 601(d) of the Social Security Act, specifically the Coronavirus Relief Fund and further outlined in US Treasury Guidance. Payments are not required to be used as the source of funding of last resort.
- d. The Division's Program Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the period of agreement and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Subrecipient.
- e. For the purposes of this Agreement, the term "improper payment" means or includes:
  - i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements.
- f. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher.
- g. Counties should provide funding to municipalities within their jurisdiction upon request for eligible expenditures under the CARES Act. However, counties are responsible for the repayment of funds to the Division for expenditures that the Division or the Federal government determines are ineligible under the CARES Act.
- h. The CARES Act requires that the payments from the Coronavirus Relief Fund only be used to cover expenses that<sup>1</sup>—
  - i. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
  - ii. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
  - iii. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020. Funds transferred to Subrecipient must qualify as a necessary expenditure incurred due to the public health emergency and meet the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if the funds have not been used in a manner consistent with section 601(d) of the Social Security Act.
- i. Examples of Eligible Expenses include, but are not limited to:
  - i. Medical expenses
  - ii. Public health expenses
  - iii. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
  - iv. Expenses of actions to facilitate compliance with COVID-19 related public health measures.
  - v. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency.
  - vi. Any other COVID-19 – related expenses reasonably necessary to the function of government that satisfy the fund's eligibility criteria.

**(8) INVOICING**

- a. In order to obtain reimbursement for expenditures in excess of the initial 25% disbursement, the Subrecipient must file with the Division Grant Manager its request for reimbursement and any other information required to justify and support the payment request. Payment requests must include a certification, signed by an official who is authorized to legally bind the Subrecipient, which reads as follows:

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<sup>1</sup> <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).

- b. Reimbursements will only be made for expenditures that the Division provisionally determines are eligible under the CARES Act. However, the Division's provisional determination that an expenditure is eligible does not relieve the county of its duty to repay the Division for any expenditures that are later determined by the Division or the Federal government to be ineligible.

(9) RECORDS

- a. As a condition of receiving state or federal financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Subrecipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.
- b. The Subrecipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.
- c. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) all meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded.
- d. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, [Records@em.myflorida.com](mailto:Records@em.myflorida.com), or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

**(10)AUDITS**

- a. In accounting for the receipt and expenditure of funds under this Agreement, the Subrecipient must follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, "GAAP has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."
- b. When conducting an audit of the Subrecipient's performance under this Agreement, the Division must use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, "GAGAS, also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."
- c. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of and strict compliance with this Agreement, the Subrecipient will be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Subrecipient of such non-compliance.
- d. The Subrecipient must have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor must state that the audit complied with the applicable provisions noted above. The audits must be received by the Division no later than nine months from the end of the Subrecipient's fiscal year.
- e. The Subrecipient must send copies of reporting packages required under this paragraph directly to each of the following:

i.

The Division of Emergency Management

DEMSingle\_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

ii.

The Auditor General

Room 401, Claude Pepper Building

111 West Madison Street

Tallahassee, Florida 32399-1450

- f. Fund payments are considered to be federal financial assistance subject to the Single Audit Act and the related provisions of the Uniform Guidance.

**(11)REPORTS**

- a. The Subrecipient must provide the Division with quarterly reports and a close-out report. These reports must include the current status and progress of the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

- b. Quarterly reports are due to the Division no later than 15 days after the end of each quarter of the program year and must be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31. The first quarterly report due pursuant to this agreement is due for the quarter ending September 30, 2020.
- c. The close-out report is due sixty (60) days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever occurs first.
- d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (15) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.
- e. The Subrecipient must provide additional program updates or information that may be required by the Division.

**(12) MONITORING**

In addition to reviews of audits conducted in accordance with paragraph (10) AUDITS above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, or other procedures. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Division to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Subrecipient throughout the period of agreement to ensure timely completion of all tasks.

**(13) LIABILITY**

Any Subrecipient which is a state agency or subdivision, as defined in section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity applies. Nothing herein will be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

**(14) DEFAULT**

- a. If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds will, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (15) REMEDIES. However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment.
- b. If any warranty or representation made by the Subrecipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Subrecipient fails to keep or perform any of the obligations, terms or covenants in this

- Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- c. If material adverse changes occur in the financial condition of the Subrecipient at any time during the period of agreement, and the Subrecipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division.
  - d. If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;
  - e. If the Subrecipient has failed to perform and complete on time any of its obligations under this Agreement.

**(15) REMEDIES**

If an Event of Default occurs, then the Division may, after thirty (30) calendar days written notice to the Subrecipient and upon the Subrecipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate this Agreement, provided that the Subrecipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (2) CONTACT herein;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of a request for payment;
- d. Require that the Subrecipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- e. Exercise any corrective or remedial actions, to include but not be limited to:
  - i. request additional information from the Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance,
  - ii. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
  - iii. advise the Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question,
  - iv. require the Subrecipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible, or
  - v. request the Department of Revenue to withhold from any future payment due to the county under the Revenue Sharing Act of 1972 described in Part II of Chapter 218, Florida Statutes, or the Participation in Half Cent Sales Tax Proceeds described in Part IV of Chapter 218, Florida Statutes, an amount equal to any repayment due to the Division under this Agreement.
- f. Exercise any other rights or remedies which may be available under law. Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Subrecipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Subrecipient.

**(16) TERMINATION**

- a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Subrecipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Division of Emergency Management Statutes, as amended.
- b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line



with the further expenditure of funds, by providing the Subrecipient with thirty (30) calendar days prior written notice.

- c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of this Agreement.
- d. In the event this Agreement is terminated, the Subrecipient will not incur new obligations for the terminated portion of this Agreement after they have received the notification of termination. The Subrecipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Subrecipient will not be relieved of liability to the Division because of any breach of this Agreement by the Subrecipient. The Division may, to the extent authorized by law, withhold payments to the Subrecipient for the purpose of set-off until the exact amount of damages due the Division from the Subrecipient is determined.

**(17)ATTACHEMENTS**

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments will control, but only to the extent of the conflict or inconsistency.

**(18)PAYMENTS**

- a. The State of Florida, through the Division, will make a disbursement of each County government's allocation as calculated by the United States Department of the Treasury. Funding for Okaloosa County is in the amount of \$9,193,039.00.

**(19)REPAYMENTS**

- a. All refunds, return of improper payments, or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and mailed directly to the following address:

Division of Emergency Management

Cashier

2555 Shumard Oak Boulevard

Tallahassee FL 32399-2100

- b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Subrecipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

**(20)MANDATED CONDITIONS AND OTHER LAWS**

- a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Subrecipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes will, at the option of the Division and with thirty (30) days written notice to the Subrecipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Subrecipient.
- b. This Agreement must be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement will be in the Circuit Court of Leon County. If any

- provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision is null and void to the extent of the conflict, and is severable, but does not invalidate any other provision of this Agreement.
- c. Any power of approval or disapproval granted to the Division under the terms of this Agreement will survive the term of this Agreement.
  - d. This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.
  - e. The Subrecipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.
  - f. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.
  - g. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution.
  - h. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
  - i. Any bills for travel expenses must be submitted in accordance with section 112.061, Florida Statutes.
  - j. The Division reserves the right to unilaterally cancel this Agreement if the Subrecipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Subrecipient created or received under this Agreement.
  - k. If the Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits CRF payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Subrecipient of the employment provisions contained in Section 274A(e) of the INA will be grounds for unilateral cancellation of this Agreement by the Division.
  - l. The Subrecipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) with respect to the meetings of the Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings must be publicly noticed, open to the public, and the minutes of all the meetings will be public records, available to the public in accordance with Chapter 119, Florida Statutes.

- m. All expenditures of state or federal financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.
- n. This Agreement may be charged only with allowable costs resulting from obligations incurred during the period of agreement.
- o. Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the Division.
- p. If the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act, the Subrecipient may retain the asset. If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.

**(21) LOBBYING PROHIBITION**

- a. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."
- b. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
- c. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.
- d. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."
- e. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
  - i. The Subrecipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:
  - ii. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
  - iii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Subrecipient must complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."
  - iv. The Subrecipient must require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipient s shall certify and disclose.
  - v. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed

by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(22)LEGAL AUTHORIZATION

The Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Subrecipient also certifies that the undersigned person has the authority to legally execute and bind the Subrecipient to the terms of this Agreement.

(23)ASSURANCES

The Subrecipient must comply with any Statement of Assurances incorporated as Attachment C.

(24)EQUAL OPPORTUNITY EMPLOYMENT

- a. In accordance with 41 C.F.R. §60-1.4(b), the Subrecipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(25)COPELAND ANTI-KICKBACK ACT

- a. The Subrecipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:
  - i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
  - ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

- iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

**(26) CONTRACT WORK HOURS AND SAFETY STANDARDS**

If the Subrecipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

**(27) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**

- a. If the Subrecipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:
  - i. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

**(28) SUSPENSION AND DEBARMENT**

- a. If the Subrecipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:
  - i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
  - ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  - iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

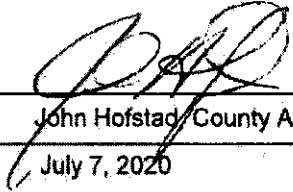
**(29) BYRD ANTI-LOBBYING AMENDMENT**

- a. If the Subrecipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:
  - i. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Subrecipient.

**(30) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

- a. If the Subrecipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Subrecipient must take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:
  - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
  - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (i). through v. of this subparagraph.
- b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.
- c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Subrecipient must take; the requirements do not preclude the Subrecipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.
- d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Subrecipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

**SUB-RECIPIENT:**

By:   
Name and title: John Hofstad, County Administrator  
Date: July 7, 2020  
FID# 59-6000765

**STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT**

By: **Allison McLeary**  
Digitally signed by Allison McLeary  
DN: dc=org, dc=fleoc, ou=DEM\_Users,  
ou=Recovery, ou=RecoveryCoordination,  
cn=Allison McLeary,  
email=Allison.McLeary@em.myflorida.com  
Date: 2020.07.08 11:16:24 -04'00'  
Name and Title  
  
Date: 7-8-20

Interim Bureau Chief



**EXHIBIT 1**

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project –

State awarding agency: **Florida Division of Emergency Management**

Catalog of State Financial Assistance Title:

Catalog of State Financial Assistance Number:

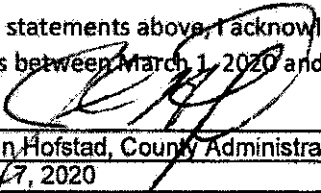
**Attachment A**

**CARES ACT CORONAVIRUS RELIEF FUND ELIGIBILITY CERTIFICATION**

I, , am the Authorized Agent of Okaloosa County County ("County") and I certify that:

1. I have the authority on behalf of County to request grant payments from the State of Florida ("State") for federal funds appropriated pursuant to section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
2. I understand that the State will rely on this certification as a material representation in making grant payments to the County.
3. I acknowledge that County should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 601(d) of the Social Security Act.
4. I acknowledge that all records and expenditures are subject to audit by the United States Department of Treasury's Inspector General, the Florida Division of Emergency Management, and the Florida State Auditor General, or designee.
5. I acknowledge that County has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to deobligate or offset any duplicated benefits.
6. I acknowledge and agree that County shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.
7. I acknowledge that if County has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the United States Department of the Treasury.
8. I acknowledge that the County's proposed uses of the funds provided as grant payments from the State by federal appropriation under section 601 of the Social Security Act will be used only to cover those costs that:
  - a. are necessary expenditures incurred due to the public health emergency and governor's disaster declaration on March 13, 2020 with respect to the Coronavirus Disease 2019 (COVID-19);
  - b. were not accounted for in the budget most recently approved as of March 27, 2020, for County; and
  - c. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

In addition to each of the statements above, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses between March 1, 2020 and the date noted below.

By:   
Name and title: John Hofstad, County Administrator  
Date: July 7, 2020

**Attachment A - CERTIFICATION REGARDING LOBBYING**

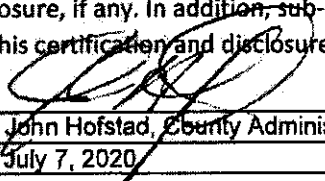
**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned sub-recipient, Okaloosa County, certifies, to the best of his or her knowledge that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The sub-recipient, Okaloosa County, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, sub-recipient understands and agrees that the provisions of 31 U.S.C. Sec. 3801 *et seq.* apply to his certification and disclosure, if any.

By:   
 Name and title: John Hofstad, County Administrator  
 Date: July 7, 2020

**STATE OF FLORIDA**

**DIVISION OF EMERGENCY MANAGEMENT**

By: Allison McLeary  
 Name and title: \_\_\_\_\_  
 Date: 7-8-20

Digitally signed by Allison McLeary  
 DN: dc=org, dc=fleoc, ou=DEM\_Users, ou=Recovery,  
 ou=RecoveryCoordination, cn=Allison McLeary,  
 email=Allison.McLeary@em.myflorida.com  
 Date: 2020.07.08 11:17:04 -0400

Interim Bureau Chief

## **Attachment B**

### **PROGRAM STATUTES AND REGULATIONS**

|                                   |  |
|-----------------------------------|--|
| 42 USC 601(d) CARES Act           | Creation of the Coronavirus Relief Fund (CRF)  |
| Section 215.422, Florida Statutes | Payments, warrants, and invoices; processing time limits; dispute limitation; agency or judicial branch compliance |
| Section 215.971, Florida Statutes | Agreements funded with federal and state assistance  |
| Section 216.347, Florida Statutes | Disbursement of grant and aids appropriations for lobbying prohibited  |
| CFO MEMORANDUM NO. 04 (2005-06)   | Compliance Requirements for Agreements   |



Cares Act Funding Agreement Amendment 1

CARES ACT FUNDING  
AGREEMENT  
Amendment No. 1

This Amendment to Agreement No. (the "Agreement") is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division," "FDEM," or "Recipient"), and Okaloosa County, (hereinafter referred to as the "County" or "Recipient").

This Amendment is hereby incorporated into the Agreement. All terms and conditions of the Agreement remain in full force and effect except as otherwise expressly set forth herein. The effective date of this Amendment is September 22, 2020.

THEREFORE, the Parties agree to amend the Agreement language as set forth:

(18) PAYMENTS

The State of Florida, through the Division, will make disbursements, whether as a reimbursement or Advance from each County government's allocation as identified by the attached allotment schedule. Funding for Okaloosa County shall not exceed **\$36,772,156.00**

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their duly authorized representatives on the dates noted below.

\_\_\_\_\_

**SUB-RECIPIENT:** Okaloosa County

**By:** John Hofstad

**Name and title:** John Hofstad County Administrator

**Date:** 9/24/2020

**FID#** 596000765

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

**By:** Allison McLeary Recovery Bureau Chief/GAR

**Name and Title**

**Date** 10-5-20

Digitally signed by Allison McLeary  
DN: dc=org, dc=fleoc, ou=DEM\_Users,  
ou=Recovery, ou=RecoveryCoordination,  
cn=Allison McLeary,  
email=Allison.McLeary@dem.myflorida.com  
Date: 2020.10.05 09:05:59 -0400



# Non-Profit Funding Request Application

**Funding Period: October 1, 2020 – September 30, 2021**

**Application Deadline: May 15, 2020**

|  |  |                   |
|--|--|-------------------|
| <b>Agency Name: Heritage Museum of Northwest Florida</b>           |  |                   |
| <b>Street Address: 115 Westview Ave.</b>                           |  |                   |
| <b>City: Valparaiso</b>  | <b>State: Florida</b>                            | <b>Zip: 32580</b> |
| <b>Website: heritage-museum.org</b>                                |  |                   |
| <b>Executive Director: Anderson Hanna</b>                          |  |                   |
| <b>Phone: (850) 678-2615</b>                                       | <b>Email: anderson.hanna@heritage-museum.org</b> |                   |
| <b>Name and Title of Principle Contact: Anderson Hanna Manager</b> |  |                   |
| <b>Phone: (850) 678-2615</b>                                       | <b>Email: anderson.hanna@heritage-museum.org</b> |                   |
| <b>Date of Incorporation: 1969</b>                                 | <b>Consecutive Years of Operation: 51</b>        |                   |

|   |   |
|---|---|
| <b>Program Name:</b>  |   |
| <b>Total Program Cost: \$10,000.00</b>  | <b>Total Funding Request: \$10,000.00</b> |
| <p><b>Public Purpose:</b> Describe in detail how the Program impacts the health, economic opportunity, or social well-being of the clients served, and the methodology for providing services.</p> <p>Clearly align Program impacts with Okaloosa County's Vision of "providing an unmatched economic opportunity and quality of place and life for all citizens" and Mission to "engage our private and public sector partners to provide...economic opportunity and excellence in critical services to enhance the quality of life for all residents."</p> <p>The purpose of the Heritage Museum of Northwest Florida is to educate the public and to collect, preserve, and study historical artifacts pertaining to Northwest Florida's heritage and provide relevant tours, events, and skill set development.</p> <p>Our goal is allow the public to enjoy the different classes and programming we provide in order to keep history alive. We have a staffed museum which can accommodate school tours, field trips, symposiums, the adult lecture series "History Sandwiched In."</p> <p>Craft classes such as Intro to Blacksmithing, Intro to Wood-turning, Basket Weaving, Mosaics, Water Color Painting, and Pine Needle Weaving to name just a few. In addition, our Collections Chair and staff aid with historical research in our library that houses first edition books and papers.</p> |   |

**Budget:** Provide a clear budget that indicates a reasonable expense for the Program services and leverages other funds to the greatest extent possible.

| Federal Grant | State Grant        | Private Partnerships     | Donations/ Other               | Okaloosa County   | Total Revenues |
|---------------|--------------------|--------------------------|--------------------------------|-------------------|----------------|
| \$0           | \$0                | \$0                      | \$22,628.88                    | \$10,000.00       | \$32,628.88    |
| Personnel     | Program Operations | Administrative/ Overhead | Facilities Repair/ Maintenance | Capital Equipment | Total Expenses |
| \$33,055.00   | \$14,200.00        | \$1,500.00               | \$750.00                       | \$1,750.00        | \$51,255.00    |

*Note: Okaloosa County will not fund the purchase of capital assets with a value in excess of \$5,000 or a useful life greater than three years.*

|                                |                                 |
|--------------------------------|---------------------------------|
| Clients Served Annually: 1,350 | Cost per Client Served: \$38.00 |
|--------------------------------|---------------------------------|

**Performance Metrics:** Identify measures to define Program success and impact to clients served.

|            | Oct '17 – Sep '18 Actual | Oct '18 – Sep '19 Actual | Oct '19 – Sep '20 Estimate | Oct '20 – Sep '21 Estimate |
|------------|--------------------------|--------------------------|----------------------------|----------------------------|
| [Metric 1] | 789                      | 883                      | 1,000                      | 1,200                      |
| [Metric 2] | 268                      | 329                      | 330                        | 350                        |
| [Metric 3] | 4,500                    | 3,200                    | 2,500                      | 3,000                      |

If historical data is not available for an existing program, please explain.

The Program's services are not be restrictive with regard to race, sex, age, religion, disability, or any other classification that would be prohibited by law.

The Program's services are available to all residents in Okaloosa County who meet the eligibility requirements of the Agency.

An annual financial report detailing Program revenues and expenditures signed by the agency's Executive Director will be provided.



|  |  |
|--|--|
| <ul style="list-style-type: none"> <li>- methods and strategies in place to collect valid data to support program outcomes</li> <li>- outcomes that meaningfully work toward achieving Okaloosa County's Vision and Mission statements</li> <li>- identification of other organizations that provide the same or similar services</li> <li>- demonstration of the uniqueness of the organization's program</li> </ul>  |  |
| <b>Resources criteria:</b> <ul style="list-style-type: none"> <li>- information about the program's staffing structure and personnel credentials</li> <li>- description of the necessary equipment, software and physical resources to deliver the program services</li> <li>- evidence that the organization can sustain appropriate levels of service</li> <li>- potential partnerships, collaborations with defined roles and responsibilities</li> </ul> |  |
| <b>Budget criteria:</b> <ul style="list-style-type: none"> <li>- categorization of revenues and expenses</li> <li>- identification of matching grants or the leveraging of other funding sources</li> <li>- evidence of decreased reliance on Okaloosa County funding</li> </ul>   |  |
| <b>Performance Measures criteria:</b> <ul style="list-style-type: none"> <li>- at least two performance measures that communicate how the program is impacting the defined target population</li> <li>- at least one performance measure that aligns with Okaloosa County's Vision and Mission statements</li> <li>- established measures that drive the program's work and that meet the targeted goals</li> </ul>  |  |
| <b>Total</b>   |  |

County Administrator Recommended Funding Amount:     \$ \_\_\_\_\_

Board Approved Funding Amount:                             \$ \_\_\_\_\_

Form **990**

**Return of Organization Exempt From Income Tax**

OMB No. 1545-0047

**2018**

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

Do not enter social security numbers on this form as it may be made public.

Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

Department of the Treasury  
Internal Revenue Service

**A** For the 2018 calendar year, or tax year beginning **OCT 1, 2018** and ending **SEP 30, 2019**

**B** Check if applicable:

Address change  
 Name change  
 Initial return  
 Final return/terminated  
 Amended return  
 Application pending

**C** Name of organization: **HERITAGE MUSEUM ASSN INC**  
Doing business as: **CARR, RIGGS & INGRAM**  
Number and street (or P.O. box if mail is not delivered to street address): **115 WESTVIEW AVE**  
Room/suite: \_\_\_\_\_  
City or town, state or province, country, and ZIP or foreign postal code: **VALPARAISO, FL 32580**

**D** Employer identification number: **59-1637065**

**E** Telephone number: **850.678.2615**

**F** Name and address of principal officer: **BARBARA PALMGREN**  
**SAME AS C ABOVE**

**G** Gross receipts \$: **139,099.**

**H(a)** Is this a group return for subordinates?  Yes  No  
**H(b)** Are all subordinates included?  Yes  No  
If "No," attach a list. (see instructions)

**H(c)** Group exemption number: \_\_\_\_\_

**I** Tax-exempt status:  501(c)(3)  501(c) ( ) (insert no.)  4947(a)(1) or  527

**J** Website: **WWW.HERITAGE-MUSEUM.ORG**

**K** Form of organization:  Corporation  Trust  Association  Other **L** Year of formation: **1969** **M** State of legal domicile: **FL**

**Summary**

|   |  |  |                 |
|---|--|--|-----------------|
| <b>Activities &amp; Governance</b>  | <b>1</b> Briefly describe the organization's mission or most significant activities: <b>TO COLLECT, PRESERVE, AND STUDY HISTORICAL ARTIFACTS PERTAINING TO NORTHWEST FLORIDA'S HERITAGE.</b> |  |                 |
|   | <b>2</b> Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.   |  |                 |
|   | <b>3</b> Number of voting members of the governing body (Part VI, line 1a)   | <b>14</b>  |                 |
|   | <b>4</b> Number of independent voting members of the governing body (Part VI, line 1b)   | <b>14</b>  |                 |
|   | <b>5</b> Total number of individuals employed in calendar year 2018 (Part V, line 2a)  | <b>5</b>   |                 |
|   | <b>6</b> Total number of volunteers (estimate if necessary)  | <b>0</b>   |                 |
|   | <b>7a</b> Total unrelated business revenue from Part VIII, column (C), line 12   | <b>0.</b>  |                 |
| <b>b</b> Net unrelated business taxable income from Form 990-T, line 38                     | <b>0.</b>  |  |                 |
| <b>Revenue</b>  | <b>8</b> Contributions and grants (Part VIII, line 1h)   | <b>226,248.</b>  | <b>70,341.</b>  |
|   | <b>9</b> Program service revenue (Part VIII, line 2g)  | <b>22,654.</b>   | <b>21,711.</b>  |
|   | <b>10</b> Investment income (Part VIII, column (A), lines 3, 4, and 7d)  | <b>16.</b>   | <b>31.</b>      |
|   | <b>11</b> Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)   | <b>17,984.</b>   | <b>33,069.</b>  |
|   | <b>12</b> Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)   | <b>266,902.</b>  | <b>125,152.</b> |
|   | <b>Expenses</b>  | <b>13</b> Grants and similar amounts paid (Part IX, column (A), lines 1-3) | <b>0.</b>       |
| <b>14</b> Benefits paid to or for members (Part IX, column (A), line 4)                     |  | <b>0.</b>  | <b>0.</b>       |
| <b>15</b> Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10) |  | <b>59,916.</b>   | <b>38,226.</b>  |
| <b>16a</b> Professional fundraising fees (Part IX, column (A), line 11e)                    |  | <b>0.</b>  | <b>0.</b>       |
| <b>b</b> Total fundraising expenses (Part IX, column (D), line 25)                          |  | <b>0.</b>  | <b>0.</b>       |
| <b>17</b> Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)                      |  | <b>53,449.</b>   | <b>51,318.</b>  |
| <b>18</b> Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)         | <b>113,365.</b>  | <b>89,544.</b>   |                 |
| <b>19</b> Revenue less expenses. Subtract line 18 from line 12                              | <b>153,537.</b>  | <b>35,608.</b>   |                 |
| <b>Net Assets or Fund Balances</b>  | <b>20</b> Total assets (Part X, line 16)   | <b>305,828.</b>  | <b>341,647.</b> |
|   | <b>21</b> Total liabilities (Part X, line 28)  | <b>409.</b>  | <b>620.</b>     |
|   | <b>22</b> Net assets or fund balances. Subtract line 21 from line 20   | <b>305,419.</b>  | <b>341,027.</b> |

**Signature Block**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

**Sign Here**

Signature of officer: **BARBARA PALMGREN, CHAIRMAN**  
Date: \_\_\_\_\_  
Type or print name and title

**Paid Preparer Use Only**

Print/Type preparer's name: **D. TIMOTHY HERNDON, CPA**  
Preparer's signature: **D. TIMOTHY HERNDON,**  
Date: **10/29/19**  
Check  self-employed  
PTIN: **P00952803**  
Firm's name: **CARR, RIGGS & INGRAM, LLC**  
Firm's EIN: **72-1396621**  
Firm's address: **4502 HWY 20 EAST, SUITE A NICEVILLE, FL 32578**  
Phone no.: **850-897-4333**

May the IRS discuss this return with the preparer shown above? (see instructions)  Yes  No

Checklist of Required Schedules (continued)

Table with 3 columns: Question number, Yes, No. Rows 22-38 detailing various organizational requirements and their compliance status.

Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V

Table with 3 columns: Question number, Yes, No. Rows 1a, 1b, 1c detailing backup withholding rules and gaming compliance.

Part VII Statements Regarding Other IRS Filings and Tax Compliance (continued)

Form 990 (2018) Part VII Statements Regarding Other IRS Filings and Tax Compliance (continued). Includes questions 2a through 16 regarding employee reporting, tax shelter transactions, annual gross receipts, and other IRS filings.

**Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors**

Check if Schedule O contains a response or note to any line in this Part VII

**Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees**

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's current officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's current key employees, if any. See instructions for definition of "key employee."
- List the organization's five current highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's former officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's former directors or trustees that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.

List persons in the following order: individual trustees or directors; institutional trustees; officers; key employees; highest compensated employees; and former such persons.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

| (A)<br>Name and Title                    | (B)<br>Average hours per week (list any hours for related organizations below line) | (C)<br>Position (do not check more than one box, unless person is both an officer and a director/trustee) |                       |         |              |                              |        | (D)<br>Reportable compensation from the organization (W-2/1099-MISC) | (E)<br>Reportable compensation from related organizations (W-2/1099-MISC) | (F)<br>Estimated amount of other compensation from the organization and related organizations |
|--|---|---|-----------------------|---------|--------------|------------------------------|--------|--|---|---|
|  |   | Individual trustee or director  | Institutional trustee | Officer | Key employee | Highest compensated employee | Former |  |   |   |
| (1) CAROL APFEL<br>VICE-CHAIR MEMBER     | 5.00  | X   |                       | X       |              |                              |        | 0.   | 0.  | 0.  |
| (2) STEVE CZONSTKA<br>VICE-CHAIR FINANCE | 5.00  | X   |                       | X       |              |                              |        | 0.   | 0.  | 0.  |
| (3) FRANK BERTH<br>TRUSTEE               | 5.00  | X   |                       |         |              |                              |        | 0.   | 0.  | 0.  |
| (4) DIANE PLANK<br>SECRETARY             | 5.00  | X   |                       |         |              |                              |        | 0.   | 0.  | 0.  |
| (5) KRISTINA DUFFY<br>TRUSTEE            | 5.00  | X   |                       |         |              |                              |        | 0.   | 0.  | 0.  |
| (6) FRED BOYER<br>TRUSTEE                | 5.00  | X   |                       |         |              |                              |        | 0.   | 0.  | 0.  |
| (7) MARIE HALLION<br>TRUSTEE             | 5.00  | X   |                       |         |              |                              |        | 0.   | 0.  | 0.  |
| (8) DAVID SANDLIN<br>TRUSTEE             | 5.00  | X   |                       |         |              |                              |        | 0.   | 0.  | 0.  |
| (9) CHRIS GALLOWAY<br>TRUSTEE            | 5.00  | X   |                       |         |              |                              |        | 0.   | 0.  | 0.  |
| (10) CATHERINE NOLAN<br>TRUSTEE          | 5.00  | X   |                       |         |              |                              |        | 0.   | 0.  | 0.  |
| (11) HEATH ROMINGER<br>TRUSTEE           | 5.00  | X   |                       |         |              |                              |        | 0.   | 0.  | 0.  |
| (12) GLENDA GLOVER<br>TRUSTEE            | 5.00  | X   |                       |         |              |                              |        | 0.   | 0.  | 0.  |
| (13) DEBBIE SEIDI<br>TRUSTEE             | 5.00  | X   |                       |         |              |                              |        | 0.   | 0.  | 0.  |
| (14) BARBARA PALMGREN<br>CHARIMAN        | 5.00  |   |                       | X       |              |                              |        | 0.   | 0.  | 0.  |
|  |   |   |                       |         |              |                              |        |  |   |   |
|  |   |   |                       |         |              |                              |        |  |   |   |
|  |   |   |                       |         |              |                              |        |  |   |   |
|  |   |   |                       |         |              |                              |        |  |   |   |

**Part VII Statement of Revenue**

Check if Schedule O contains a response or note to any line in this Part VII

|   |  |   | (A)<br>Total revenue                         | (B)<br>Related or<br>exempt function<br>revenue | (C)<br>Unrelated<br>business<br>revenue | (D)<br>Revenue excluded<br>from tax under<br>sections<br>512 - 514 |  |  |
|---|--|---|--|---|---|--|--|--|
| <b>Contributions, Gifts, Grants<br/>and Other Similar Amounts</b> | 1 a  | Federated campaigns   |  |   |   |  |  |  |
|   | b  | Membership dues   | 10,265.                                      |   |   |  |  |  |
|   | c  | Fundraising events  |  |   |   |  |  |  |
|   | d  | Related organizations   |  |   |   |  |  |  |
|   | e  | Government grants (contributions)   | 14,704.                                      |   |   |  |  |  |
|   | f  | All other contributions, gifts, grants, and<br>similar amounts not included above   | 45,372.                                      |   |   |  |  |  |
|   | g  | Noncash contributions included in lines 1a-1f: \$   | 5,055.                                       |   |   |  |  |  |
|   | h  | <b>Total. Add lines 1a-1f</b>   | <b>70,341.</b>                               |   |   |  |  |  |
|   | <b>Program Service<br/>Revenue</b>                           | 2 a   | <b>PUBLIC PROGRAMS</b>                       | Business Code 713990                            | 15,622.                                 | 15,622.  |  |  |
| b   |  | <b>EDUCATION</b>  | Business Code 611710                         | 6,089.  | 6,089.                                  |  |  |  |
| c   |  |   |  |   |   |  |  |  |
| d   |  |   |  |   |   |  |  |  |
| e   |  |   |  |   |   |  |  |  |
| f   |  | All other program service revenue   |  |   |   |  |  |  |
| g   |  | <b>Total. Add lines 2a-2f</b>   | <b>21,711.</b>                               |   |   |  |  |  |
| <b>Other Revenue</b>  | 3  | Investment income (including dividends, interest, and<br>other similar amounts)   |  | 31.   | 31.                                     |  |  |  |
|   | 4  | Income from investment of tax-exempt bond proceeds  |  |   |   |  |  |  |
|   | 5  | Royalties   |  |   |   |  |  |  |
|   | 6 a  | Gross rents   | (i) Real                                     |   |   |  |  |  |
|   |  |   | (ii) Personal                                |   |   |  |  |  |
|   |  |   | b  | Less: rental expenses                           |   |  |  |  |
|   |  |   | c  | Rental income or (loss)                         |   |  |  |  |
|   | d  | Net rental income or (loss)   |  |   |   |  |  |  |
|   | 7 a  | Gross amount from sales of<br>assets other than inventory   | (i) Securities                               |   |   |  |  |  |
|   |  |   | (ii) Other                                   |   |   |  |  |  |
|   |  |   | b  | Less: cost or other basis<br>and sales expenses |   |  |  |  |
|   |  |   | c  | Gain or (loss)                                  |   |  |  |  |
|   | d  | Net gain or (loss)  |  |   |   |  |  |  |
|   | 8 a  | Gross income from fundraising events (not<br>including \$ _____ of<br>contributions reported on line 1c). See<br>Part IV, line 18 | a  | 36,529.   |   |  |  |  |
|   |  |   | b  | Less: direct expenses                           | 9,944.                                  |  |  |  |
| c   |  |   | Net income or (loss) from fundraising events | 26,585.   |   | 26,585.  |  |  |
| 9 a   | Gross income from gaming activities. See<br>Part IV, line 19 | a   | 9,000.                                       |   |   |  |  |  |
|   |  | b   | Less: direct expenses                        | 0.  |   |  |  |  |
|   |  | c   | Net income or (loss) from gaming activities  | 9,000.  | 9,000.                                  |  |  |  |
| 10 a  | Gross sales of inventory, less returns<br>and allowances     | a   | 1,487.                                       |   |   |  |  |  |
|   |  | b   | Less: cost of goods sold                     | 4,003.  |   |  |  |  |
|   |  | c   | Net income or (loss) from sales of inventory | -2,516.   | -2,516.                                 |  |  |  |
| <b>Miscellaneous Revenue</b>                                      |  |   | <b>Business Code</b>                         |   |   |  |  |  |
| 11 a  |  |   |  |   |   |  |  |  |
| b   |  |   |  |   |   |  |  |  |
| c   |  |   |  |   |   |  |  |  |
| d   | All other revenue  |   |  |   |   |  |  |  |
| e   | <b>Total. Add lines 11a-11d</b>                              |   |  |   |   |  |  |  |
| 12  | <b>Total revenue. See instructions</b>                       |   | <b>125,152.</b>                              | <b>28,226.</b>                                  | <b>0.</b>                               | <b>26,585.</b>   |  |  |

**Part I Balance Sheet**

Check if Schedule O contains a response or note to any line in this Part X

|                                    |  | (A)<br>Beginning of year  |              | (B)<br>End of year |              |
|------------------------------------|--|---|--------------|--------------------|--------------|
| <b>Assets</b>                      | 1  | Cash - non-interest-bearing   | 50,026.      | 1                  | 87,095.      |
|                                    | 2  | Savings and temporary cash investments  |              | 2                  |              |
|                                    | 3  | Pledges and grants receivable, net  |              | 3                  |              |
|                                    | 4  | Accounts receivable, net  |              | 4                  |              |
|                                    | 5  | Loans and other receivables from current and former officers, directors, trustees, key employees, and highest compensated employees. Complete Part II of Schedule L   |              | 5                  |              |
|                                    | 6  | Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), persons described in section 4958(c)(3)(B), and contributing employers and sponsoring organizations of section 501(c)(9) voluntary employees' beneficiary organizations (see instr). Complete Part II of Sch L |              | 6                  |              |
|                                    | 7  | Notes and loans receivable, net   |              | 7                  |              |
|                                    | 8  | Inventories for sale or use   | 1,295.       | 8                  | 385.         |
|                                    | 9  | Prepaid expenses and deferred charges   |              | 9                  |              |
|                                    | 10a  | Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D   | 10a 378,801. |                    |              |
|                                    | b  | Less: accumulated depreciation  | 10b 124,634. | 10c 254,507.       | 10c 254,167. |
|                                    | 11   | Investments - publicly traded securities  |              | 11                 |              |
|                                    | 12   | Investments - other securities. See Part IV, line 11  |              | 12                 |              |
|                                    | 13   | Investments - program-related. See Part IV, line 11   |              | 13                 |              |
|                                    | 14   | Intangible assets   |              | 14                 |              |
|                                    | 15   | Other assets. See Part IV, line 11  |              | 15                 |              |
| 16                                 | <b>Total assets.</b> Add lines 1 through 15 (must equal line 34)   | 305,828.  | 16           | 341,647.           |              |
| <b>Liabilities</b>                 | 17   | Accounts payable and accrued expenses   | 409.         | 17                 | 620.         |
|                                    | 18   | Grants payable  |              | 18                 |              |
|                                    | 19   | Deferred revenue  |              | 19                 |              |
|                                    | 20   | Tax-exempt bond liabilities   |              | 20                 |              |
|                                    | 21   | Escrow or custodial account liability. Complete Part IV of Schedule D   |              | 21                 |              |
|                                    | 22   | Loans and other payables to current and former officers, directors, trustees, key employees, highest compensated employees, and disqualified persons. Complete Part II of Schedule L  |              | 22                 |              |
|                                    | 23   | Secured mortgages and notes payable to unrelated third parties  |              | 23                 |              |
|                                    | 24   | Unsecured notes and loans payable to unrelated third parties  |              | 24                 |              |
|                                    | 25   | Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D   |              | 25                 |              |
|                                    | 26   | <b>Total liabilities.</b> Add lines 17 through 25   | 409.         | 26                 | 620.         |
| <b>Net Assets or Fund Balances</b> | Organizations that follow SFAS 117 (ASC 968), check here <input type="checkbox"/> and complete lines 27 through 29, and lines 33 and 34. |   |              |                    |              |
|                                    | 27   | Unrestricted net assets   |              | 27                 |              |
|                                    | 28   | Temporarily restricted net assets   |              | 28                 |              |
|                                    | 29   | Permanently restricted net assets   |              | 29                 |              |
|                                    | Organizations that do not follow SFAS 117 (ASC 968), check here <input checked="" type="checkbox"/> and complete lines 30 through 34.    |   |              |                    |              |
|                                    | 30   | Capital stock or trust principal, or current funds  | 0.           | 30                 | 0.           |
|                                    | 31   | Paid-in or capital surplus, or land, building, or equipment fund  | 0.           | 31                 | 0.           |
|                                    | 32   | Retained earnings, endowment, accumulated income, or other funds  | 305,419.     | 32                 | 341,027.     |
| 33                                 | <b>Total net assets or fund balances</b>   | 305,419.  | 33           | 341,027.           |              |
| 34                                 | <b>Total liabilities and net assets/fund balances</b>  | 305,828.  | 34           | 341,647.           |              |





**Part III Support Schedule for Organizations Described in Section 509(a)(2)**

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

**Section A. Public Support**

| Calendar year (or fiscal year beginning in) ►  | (a) 2014 | (b) 2015 | (c) 2016 | (d) 2017 | (e) 2018 | (f) Total |
|--|----------|----------|----------|----------|----------|-----------|
| 1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.") .....   |          |          |          |          |          |           |
| 2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose ..... |          |          |          |          |          |           |
| 3 Gross receipts from activities that are not an unrelated trade or business under section 513 .....   |          |          |          |          |          |           |
| 4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf .....  |          |          |          |          |          |           |
| 5 The value of services or facilities furnished by a governmental unit to the organization without charge .....  |          |          |          |          |          |           |
| 6 Total. Add lines 1 through 5 .....   |          |          |          |          |          |           |
| 7a Amounts included on lines 1, 2, and 3 received from disqualified persons .....  |          |          |          |          |          |           |
| b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 18 for the year .....           |          |          |          |          |          |           |
| c Add lines 7a and 7b .....  |          |          |          |          |          |           |
| 8 Public support. (Subtract line 7c from line 6.)  |          |          |          |          |          |           |

**Section B. Total Support**

| Calendar year (or fiscal year beginning in) ►   | (a) 2014 | (b) 2015 | (c) 2016 | (d) 2017 | (e) 2018 | (f) Total |
|---|----------|----------|----------|----------|----------|-----------|
| 9 Amounts from line 8 .....   |          |          |          |          |          |           |
| 10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources ..... |          |          |          |          |          |           |
| b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975 .....                           |          |          |          |          |          |           |
| c Add lines 10a and 10b .....   |          |          |          |          |          |           |
| 11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on .....      |          |          |          |          |          |           |
| 12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.) .....                                  |          |          |          |          |          |           |
| 13 Total support. (Add lines 9, 10c, 11, and 12.)   |          |          |          |          |          |           |

14 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here

**Section C. Computation of Public Support Percentage**

|  |    |   |
|--|----|---|
| 15 Public support percentage for 2018 (line 8, column (f), divided by line 13, column (f)) ..... | 15 | % |
| 16 Public support percentage from 2017 Schedule A, Part III, line 15 .....                       | 16 | % |

**Section D. Computation of Investment Income Percentage**

|   |    |   |
|---|----|---|
| 17 Investment income percentage for 2018 (line 10c, column (f), divided by line 13, column (f)) ..... | 17 | % |
| 18 Investment income percentage from 2017 Schedule A, Part III, line 17 .....                         | 18 | % |

19a 33 1/3% support tests - 2018. If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization

b 33 1/3% support tests - 2017. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization

20 Private foundation. If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions

**Part V Supporting Organizations** (continued)

|   | Yes | No |
|---|-----|----|
| 11 Has the organization accepted a gift or contribution from any of the following persons?  |     |    |
| a A person who directly or indirectly controls, either alone or together with persons described in (b) and (c) below, the governing body of a supported organization? |     |    |
| b A family member of a person described in (a) above?   |     |    |
| c A 35% controlled entity of a person described in (a) or (b) above? If "Yes" to a, b, or c, provide detail in Part VI.   |     |    |

**Section B. Type I Supporting Organizations**

|   | Yes | No |
|---|-----|----|
| 1 Did the directors, trustees, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's directors or trustees at all times during the tax year? If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove directors or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year. |     |    |
| 2 Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.   |     |    |

**Section C. Type II Supporting Organizations**

|  | Yes | No |
|--|-----|----|
| 1 Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s). |     |    |

**Section D. All Type III Supporting Organizations**

|  | Yes | No |
|--|-----|----|
| 1 Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided? |     |    |
| 2 Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).  |     |    |
| 3 By reason of the relationship described in (2), did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.   |     |    |

**Section E. Type III Functionally Integrated Supporting Organizations**

|   |  |  |
|---|--|--|
| 1 Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).   |  |  |
| a <input type="checkbox"/> The organization satisfied the Activities Test. Complete line 2 below.   |  |  |
| b <input type="checkbox"/> The organization is the parent of each of its supported organizations. Complete line 3 below.  |  |  |
| c <input type="checkbox"/> The organization supported a governmental entity. Describe in Part VI how you supported a government entity (see instructions).  |  |  |
| 2 Activities Test. Answer (a) and (b) below.  |  |  |
| a Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities. |  |  |
| b Did the activities described in (a) constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.  |  |  |
| 3 Parent of Supported Organizations. Answer (a) and (b) below.  |  |  |
| a Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? Provide details in Part VI.  |  |  |
| b Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? If "Yes," describe in Part VI the role played by the organization in this regard.   |  |  |

**Part IV** Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)

| Section D - Distributions  | Current Year |
|--|--------------|
| 1 Amounts paid to supported organizations to accomplish exempt purposes  |              |
| 2 Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity      |              |
| 3 Administrative expenses paid to accomplish exempt purposes of supported organizations  |              |
| 4 Amounts paid to acquire exempt-use assets  |              |
| 5 Qualified set-aside amounts (prior IRS approval required)  |              |
| 6 Other distributions (describe in Part VI). See instructions.   |              |
| 7 Total annual distributions. Add lines 1 through 6.   |              |
| 8 Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions. |              |
| 9 Distributable amount for 2018 from Section C, line 6   |              |
| 10 Line 8 amount divided by line 9 amount  |              |

| Section E - Distribution Allocations (see instructions)   | (i)<br>Excess Distributions | (ii)<br>Underdistributions<br>Pre-2018 | (iii)<br>Distributable<br>Amount for 2018 |
|---|-----------------------------|--|---|
| 1 Distributable amount for 2018 from Section C, line 6  |                             |  |   |
| 2 Underdistributions, if any, for years prior to 2018 (reasonable cause required- explain in Part VI). See instructions.  |                             |  |   |
| 3 Excess distributions carryover, if any, to 2018   |                             |  |   |
| a From 2013   |                             |  |   |
| b From 2014   |                             |  |   |
| c From 2015   |                             |  |   |
| d From 2016   |                             |  |   |
| e From 2017   |                             |  |   |
| f Total of lines 3a through e   |                             |  |   |
| g Applied to underdistributions of prior years  |                             |  |   |
| h Applied to 2018 distributable amount  |                             |  |   |
| i Carryover from 2013 not applied (see instructions)  |                             |  |   |
| j Remainder. Subtract lines 3g, 3h, and 3i from 3f.   |                             |  |   |
| 4 Distributions for 2018 from Section D, line 7: \$   |                             |  |   |
| a Applied to underdistributions of prior years  |                             |  |   |
| b Applied to 2018 distributable amount  |                             |  |   |
| c Remainder. Subtract lines 4a and 4b from 4.   |                             |  |   |
| 5 Remaining underdistributions for years prior to 2018, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in Part VI. See instructions. |                             |  |   |
| 6 Remaining underdistributions for 2018. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in Part VI. See instructions.                        |                             |  |   |
| 7 Excess distributions carryover to 2019. Add lines 3j and 4c.  |                             |  |   |
| 8 Breakdown of line 7:  |                             |  |   |
| a Excess from 2014  |                             |  |   |
| b Excess from 2015  |                             |  |   |
| c Excess from 2016  |                             |  |   |
| d Excess from 2017  |                             |  |   |
| e Excess from 2018  |                             |  |   |

Schedule A (Form 990 or 990-EZ) 2018

**SCHEDULE D**  
(Form 990)

Department of the Treasury  
Internal Revenue Service

**Supplemental Financial Statements**

▶ Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.  
▶ Attach to Form 990.

▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

OMB No. 1545-0047

**2018**

Open to Public Inspection

Name of the organization

**HERITAGE MUSEUM ASSN INC**

Employer identification number  
**59-1637065**

**Part III Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.** Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

|   | (a) Donor advised funds | (b) Funds and other accounts                             |
|---|-------------------------|--|
| 1 Total number at end of year   |                         |  |
| 2 Aggregate value of contributions to (during year)   |                         |  |
| 3 Aggregate value of grants from (during year)  |                         |  |
| 4 Aggregate value at end of year  |                         |  |
| 5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control?  |                         | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit? |                         | <input type="checkbox"/> Yes <input type="checkbox"/> No |

**Part IV Conservation Easements.** Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

- Purpose(s) of conservation easements held by the organization (check all that apply).
 

|  |   |
|--|---|
| <input type="checkbox"/> Preservation of land for public use (e.g., recreation or education) | <input type="checkbox"/> Preservation of a historically important land area |
| <input type="checkbox"/> Protection of natural habitat                                       | <input type="checkbox"/> Preservation of a certified historic structure     |
| <input type="checkbox"/> Preservation of open space  |   |
- Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.
 

|  | Held at the End of the Tax Year |
|--|---------------------------------|
| a Total number of conservation easements   | 2a                              |
| b Total acreage restricted by conservation easements   | 2b                              |
| c Number of conservation easements on a certified historic structure included in (a)   | 2c                              |
| d Number of conservation easements included in (c) acquired after 7/25/06, and not on a historic structure listed in the National Register | 2d                              |
- Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year ▶ \_\_\_\_\_
- Number of states where property subject to conservation easement is located ▶ \_\_\_\_\_
- Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds?  Yes  No
- Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ \_\_\_\_\_
- Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ \$ \_\_\_\_\_
- Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)?  Yes  No
- In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement, and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

**Part V Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

- If the organization elected, as permitted under SFAS 116 (ASC 958), not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide, in Part XIII, the text of the footnote to its financial statements that describes these items.
- If the organization elected, as permitted under SFAS 116 (ASC 958), to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:
 

|   |            |
|---|------------|
| (i) Revenue included on Form 990, Part VIII, line 1 | ▶ \$ _____ |
| (ii) Assets included in Form 990, Part X            | ▶ \$ _____ |
- If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under SFAS 116 (ASC 958) relating to these items:
 

|   |            |
|---|------------|
| a Revenue included on Form 990, Part VIII, line 1 | ▶ \$ _____ |
| b Assets included in Form 990, Part X             | ▶ \$ _____ |

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule D (Form 990) 2018

Part VIII Investments - Other Securities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

Table with 3 columns: (a) Description of security or category, (b) Book value, (c) Method of valuation. Rows include (1) Financial derivatives, (2) Closely-held equity interests, (3) Other, and sub-rows (A) through (H).

Total. (Col. (b) must equal Form 990, Part X, col. (B) line 12.)

Part IX Investments - Program Related.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

Table with 3 columns: (a) Description of investment, (b) Book value, (c) Method of valuation. Rows numbered (1) through (9).

Total. (Col. (b) must equal Form 990, Part X, col. (B) line 13.)

Part X Other Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

Table with 2 columns: (a) Description, (b) Book value. Rows numbered (1) through (9).

Total. (Column (b) must equal Form 990, Part X, col. (B) line 15.)

Part XI Other Liabilities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

Table with 2 columns: (a) Description of liability, (b) Book value. Row 1 includes (1) Federal income taxes. Rows numbered 1 through (9).

Total. (Column (b) must equal Form 990, Part X, col. (B) line 25.)

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FIN 48 (ASC 740). Check here if the text of the footnote has been provided in Part XIII.

**SCHEDULE O**  
**(Form 990 or 990-EZ)**

Department of the Treasury  
Internal Revenue Service

**Supplemental Information to Form 990 or 990-EZ**

Complete to provide information for responses to specific questions on  
Form 990 or 990-EZ or to provide any additional information.  
▶ Attach to Form 990 or 990-EZ.  
▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for the latest information.

OMB No. 1545-0047

**2018**

Name of the organization

**HERITAGE MUSEUM ASSN INC**

Employer identification number

**59-1637065**

**FORM 990, PART VI, SECTION B, LINE 11B:**

**THE BOARD OF TRUSTEES REVIEWS THE FORM 990 AT A QUARTERLY BOARD MEETING AND  
EACH RECEIVES A COPY.**

**FORM 990, PART VI, SECTION B, LINE 12C:**

**THE CHAIRMAN AND THE BOARD OF TRUSTEES REVIEW THE POLICY AT LEAST ANNUALLY.  
THE CHAIRMAN AND THE BOARD OF TRUSTEES WILL ALSO REVIEW THE HIRING OF ANY  
COMPANY OR PERSON THAT COULD HAVE A CONFLICT OF INTEREST TO ADHERE TO THE  
POLICY.**

**FORM 990, PART VI, SECTION C, LINE 18:**

**AVAILABLE UPON REQUEST**

**FORM 990, PART VI, SECTION C, LINE 19:**

**AVAILABLE UPON REQUEST.**

DIVISION OF CONSUMER SERVICES  
(850) 410-3800



THE RHODES BUILDING  
2005 APALACHEE PARKWAY  
TALLAHASSEE, FLORIDA 32399-6500

**FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES**  
**COMMISSIONER NICOLE "NIKKI" FRIED**

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February 26, 2020

Refer To: CH1398

HERITAGE MUSEUM ASSOCIATION, INC.  
115 WESTVIEW AVE  
VALPARAISO, FL 32580-1387

RE: HERITAGE MUSEUM ASSOCIATION, INC.  
REGISTRATION#: CH1398  
EXPIRATION DATE: March 1, 2021

Dear Sir or Madam:

The above-named organization/sponsor has complied with the registration requirements of Chapter 496, Florida Statutes, the Solicitation of Contributions Act. A COPY OF THIS LETTER SHOULD BE RETAINED FOR YOUR RECORDS.

Every charitable organization or sponsor which is required to register under s. 496.405 must conspicuously display the registration number issued by the Department and in capital letters the following statement on every printed solicitation, written confirmation, receipt, or reminder of a contribution:

"A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE (800-435-7352) WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE."

The Solicitation of Contributions Act requires an annual renewal statement to be filed on or before the date of expiration of the previous registration. The Department will send a renewal package approximately 30 days prior to the date of expiration as shown above.

Thank you for your cooperation. If we may be of further assistance, please contact the Solicitation of Contributions section.

Sincerely,

Cassie Miller  
Regulatory Consultant  
850-410-3719  
Fax: 850-410-3804  
E-mail: [cassie.miller@fdacs.gov](mailto:cassie.miller@fdacs.gov)

8:51 AM  
 10/18/19  
 Accrual Basis

**Heritage Museum Association, Inc.**  
**Profit & Loss Budget Overview**  
 October 2019 through September 2020

|  | Oct '19 - Sep 20  |
|--|-------------------|
| Insurance - Other                      | 8,000.00          |
| <b>Total Insurance</b>                 | <b>8,000.00</b>   |
| Interest Expense                       | 0.00              |
| Licenses & Taxes                       | 150.00            |
| Maintenance                            | 1,200.00          |
| Museum Gift Shop Expenses              |                   |
| Museum Gift Shop Purchases             | 0.00              |
| Consigners' Commission                 | 0.00              |
| Museum Gift Shop Expenses - Other      | 1,500.00          |
| <b>Total Museum Gift Shop Expenses</b> | <b>1,500.00</b>   |
| Office Supplies                        | 3,000.00          |
| Paypal/Square Fees                     | 200.00            |
| Payroll Expenses                       |                   |
| Salaries and Wages (Tours/Progr        | 0.00              |
| Salaries and Wages                     | 47,985.00         |
| Payroll Taxes                          | 6,265.00          |
| Direct Deposit Fees                    | 0.00              |
| Payroll Expenses - Other               | 0.00              |
| <b>Total Payroll Expenses</b>          | <b>64,250.00</b>  |
| Postage                                | 300.00            |
| Professional fees                      |                   |
| Accounting Services                    | 9,000.00          |
| Legal Fees                             | 0.00              |
| <b>Total Professional fees</b>         | <b>9,000.00</b>   |
| Property Tax                           | 0.00              |
| Staff Development                      | 250.00            |
| Telephone                              | 2,300.00          |
| Utilities                              |                   |
| Electric                               | 0.00              |
| Gas                                    | 0.00              |
| Security                               | 0.00              |
| Utilities - Other                      | 5,800.00          |
| <b>Total Utilities</b>                 | <b>5,800.00</b>   |
| <b>Total Expense</b>                   | <b>112,000.00</b> |
| <b>Net Ordinary Income</b>             | <b>0.00</b>       |
| Other Income/Expense                   |                   |
| Other Income                           |                   |
| Land Donation                          | 0.00              |
| Money Market Interest                  | 0.00              |
| Other Income                           | 0.00              |
| <b>Total Other Income</b>              | <b>0.00</b>       |
| Other Expense                          |                   |
| Depreciation Expense                   | 4,800.00          |
| <b>Total Other Expense</b>             | <b>4,800.00</b>   |
| <b>Net Other Income</b>                | <b>-4,800.00</b>  |
| <b>Net Income</b>                      | <b>-4,800.00</b>  |



**Heritage Museum Association, Inc.**  
**Balance Sheets - Tax Basis**  
**As of September 30, 2019 and 2018**

|  | Sep 30, 19        | Sep 30, 18        |
|--|-------------------|-------------------|
| <b>ASSETS</b>                          |                   |                   |
| <b>Current Assets</b>                  |                   |                   |
| Checking/Savings                       |                   |                   |
| Money Market - 0929                    | 60,018.08         | 33,013.21         |
| Paypal Account                         | 0.00              | 234.42            |
| CB & T Debit Card Cash                 | 3,038.07          | 2,071.99          |
| Coastal Bank & Trust                   | 23,938.37         | 14,609.10         |
| Cash on Hand                           | 100.00            | 100.00            |
| <b>Total Checking/Savings</b>          | <b>87,094.52</b>  | <b>50,028.72</b>  |
| <b>Other Current Assets</b>            |                   |                   |
| Inventories for sale                   | 384.92            | 1,295.00          |
| <b>Total Other Current Assets</b>      | <b>384.92</b>     | <b>1,295.00</b>   |
| <b>Total Current Assets</b>            | <b>87,479.44</b>  | <b>51,323.72</b>  |
| <b>Fixed Assets</b>                    |                   |                   |
| Software                               | 702.00            | 702.00            |
| Furniture, fixture & equip             | 21,249.13         | 16,268.74         |
| Land and Buildings                     |                   |                   |
| Land Lot 16, Block#17                  | 30,000.00         | 30,000.00         |
| Building                               | 152,578.29        | 152,578.29        |
| Building 115 Westview                  | 2,000.00          | 2,000.00          |
| Building Improvements                  | 35,876.34         | 35,876.34         |
| Land 115 Westview                      | 112,500.00        | 112,500.00        |
| Land 119 & 121 Westview                | 22,500.00         | 22,500.00         |
| Shed                                   | 1,395.00          | 1,395.00          |
| <b>Total Land and Buildings</b>        | <b>356,849.63</b> | <b>356,849.63</b> |
| Accumulated Depreciation               | (124,634.04)      | (119,313.04)      |
| <b>Total Fixed Assets</b>              | <b>254,166.72</b> | <b>254,507.33</b> |
| <b>TOTAL ASSETS</b>                    | <b>341,646.16</b> | <b>305,831.05</b> |
| <b>LIABILITIES &amp; EQUITY</b>        |                   |                   |
| <b>Liabilities</b>                     |                   |                   |
| <b>Current Liabilities</b>             |                   |                   |
| Other Current Liabilities              |                   |                   |
| Sales Tax Payable                      | 9.53              | 4.79              |
| Payroll Liabilities                    | 610.06            | 403.74            |
| <b>Total Other Current Liabilities</b> | <b>619.59</b>     | <b>408.53</b>     |
| <b>Total Current Liabilities</b>       | <b>619.59</b>     | <b>408.53</b>     |
| <b>Total Liabilities</b>               | <b>619.59</b>     | <b>408.53</b>     |
| <b>Equity</b>                          |                   |                   |
| Unrestricted Fund Balance              | 305,422.52        | 151,882.06        |
| Net Income                             | 35,604.05         | 153,540.46        |
| <b>Total Equity</b>                    | <b>341,026.57</b> | <b>305,422.52</b> |
| <b>TOTAL LIABILITIES &amp; EQUITY</b>  | <b>341,646.16</b> | <b>305,831.05</b> |

No assurance is provided on these financial statements or any supplementary information as Carr, Riggs & Ingram, LLC did not perform audit, review or compilation procedures. Substantially all disclosures and the statement of cash flows required by the tax basis of accounting are omitted.

**Heritage Museum Association, Inc.**  
**Statements of Revenue and Expenses - Tax Basis**  
**For the One Month Ended September 30, 2019 and 2018**

|                         | Sep 19     | Sep 18   |
|-------------------------|------------|----------|
| Total Professional fees | 525.00     | 500.00   |
| Telephone               | 148.61     | 146.99   |
| Utilities               |            |          |
| Electric                | 421.29     | 421.29   |
| Gas                     | 18.70      | 17.05    |
| Security                | 34.92      | 164.09   |
| Total Utilities         | 474.91     | 602.43   |
| Total Expense           | 6,393.27   | 7,025.14 |
| Net Ordinary Income     | 2,872.49   | 3,386.09 |
| Other Income/Expense    |            |          |
| Other Income            |            |          |
| Money Market Interest   | 2.96       | 1.63     |
| Other Income            | (439.15)   | 0.48     |
| Total Other Income      | (436.19)   | 2.11     |
| Other Expense           |            |          |
| Depreciation Expense    | (4,529.00) | 447.00   |
| Total Other Expense     | (4,529.00) | 447.00   |
| Net Other Income        | 4,092.81   | (444.89) |
| Net Income              | 6,965.30   | 2,941.20 |

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**Heritage Museum Association, Inc.**  
**Statements of Revenue and Expenses - Tax Basis**  
**For the Twelve Months Ended September 30, 2019 and 2018**

|  | Oct '18 - Sep 19  | Oct '17 - Sep 18  |
|--|-------------------|-------------------|
| Collections                            | 1,838.00          | 1,838.00          |
| General Liability                      | 2,701.81          | 2,687.19          |
| Workers Compensation                   | 353.59            | 331.74            |
| Insurance - Other                      | 0.00              | 1,171.80          |
| <b>Total Insurance</b>                 | <b>4,893.50</b>   | <b>6,028.53</b>   |
| Interest Expense                       | 34.00             | 0.00              |
| Licenses & Taxes                       | 286.25            | 186.25            |
| Maintenance                            | 1,433.64          | 2,480.27          |
| Museum Gift Shop Expenses              |                   |                   |
| Museum Gift Shop Purchases             | 1,304.52          | 2,382.15          |
| Consigners' Commission                 | 56.25             | 157.25            |
| <b>Total Museum Gift Shop Expenses</b> | <b>1,360.77</b>   | <b>2,539.40</b>   |
| Office Supplies                        | 4,252.44          | 3,459.66          |
| Paypal/Square Fees                     | 238.98            | 99.98             |
| Payroll Expenses                       |                   |                   |
| Salaries and Wages (Tours/Progr        | 0.00              | 612.75            |
| Salaries and Wages                     | 37,285.96         | 57,728.75         |
| Payroll Taxes                          | 2,852.39          | 4,455.47          |
| Direct Deposit Fees                    | 3.50              | 0.00              |
| Payroll Expenses - Other               | 91.04             | 75.25             |
| <b>Total Payroll Expenses</b>          | <b>40,232.89</b>  | <b>62,772.22</b>  |
| Postage                                | 599.41            | 198.00            |
| Professional fees                      |                   |                   |
| Accounting Services                    | 6,875.00          | 6,545.00          |
| Legal Fees                             | 745.00            | 0.00              |
| <b>Total Professional fees</b>         | <b>7,620.00</b>   | <b>6,545.00</b>   |
| Property Tax                           | 96.72             | 0.00              |
| Telephone                              | 1,730.17          | 2,715.38          |
| Utilities                              |                   |                   |
| Electric                               | 5,055.48          | 5,055.48          |
| Gas                                    | 708.71            | 656.13            |
| Security                               | 477.18            | 522.14            |
| <b>Total Utilities</b>                 | <b>6,241.37</b>   | <b>6,233.75</b>   |
| <b>Total Expense</b>                   | <b>98,173.98</b>  | <b>123,500.64</b> |
| <b>Net Ordinary Income</b>             | <b>40,710.83</b>  | <b>16,897.58</b>  |
| Other Income/Expense                   |                   |                   |
| Other Income                           |                   |                   |
| Land Donation                          | 0.00              | 142,000.00        |
| Money Market Interest                  | 30.54             | 16.31             |
| Other Income                           | 183.68            | 4.57              |
| <b>Total Other Income</b>              | <b>214.22</b>     | <b>142,020.88</b> |
| Other Expense                          |                   |                   |
| Depreciation Expense                   | 5,321.00          | 5,378.00          |
| <b>Total Other Expense</b>             | <b>5,321.00</b>   | <b>5,378.00</b>   |
| <b>Net Other income</b>                | <b>(5,106.78)</b> | <b>136,642.88</b> |
| <b>Net Income</b>                      | <b>35,804.05</b>  | <b>153,540.46</b> |

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**Heritage Museum Association, Inc.**  
**Budget to Actual - Schedule 1**  
**For the One Month and Twelve Months Ended September 30, 2019**

|                                | Sep 19            | Budget           | Oct '18 - Sep 19  | YTD Budget        | Annual Budget     |
|--------------------------------|-------------------|------------------|-------------------|-------------------|-------------------|
| <b>Ordinary Income/Expense</b> |                   |                  |                   |                   |                   |
| <b>Income</b>                  |                   |                  |                   |                   |                   |
| Education Income               | 0.00              | 583.34           | 6,089.00          | 7,000.00          | 7,000.00          |
| Admissions                     | 138.00            | 183.33           | 1,972.00          | 2,200.00          | 2,200.00          |
| Curatorial Services            | 2,500.00          | 2,500.00         | 2,500.00          | 2,500.00          | 2,500.00          |
| Donation Income                | 1,480.00          | 2,816.66         | 59,337.16         | 44,800.00         | 44,800.00         |
| Events/Fundraisers             | 2,083.00          | 1,666.67         | 36,528.77         | 20,000.00         | 20,000.00         |
| Grants Support                 | 0.00              | 0.00             | 2,000.00          | 0.00              | 0.00              |
| In-Kind Services               | 421.29            | 416.67           | 5,055.46          | 5,000.00          | 5,000.00          |
| Membership                     | 1,910.00          | 1,250.00         | 10,265.00         | 15,000.00         | 15,000.00         |
| Museum Gift Shop               | 141.47            | 281.67           | 1,487.15          | 3,500.00          | 3,500.00          |
| Public Programs                | 812.00            | 1,000.00         | 13,650.25         | 12,000.00         | 12,000.00         |
| <b>Total Income</b>            | <b>9,266.76</b>   | <b>10,708.34</b> | <b>138,864.81</b> | <b>112,000.00</b> | <b>112,000.00</b> |
| <b>Expense</b>                 |                   |                  |                   |                   |                   |
| Meals                          | 27.40             | 0.00             | 71.81             | 0.00              | 0.00              |
| Special Event Expense          | 18.15             | 33.34            | 1,287.12          | 400.00            | 400.00            |
| Contract Labor                 | 0.00              | 750.00           | 7,353.68          | 9,000.00          | 9,000.00          |
| Background Checks              | 0.00              | 8.34             | 9.75              | 100.00            | 100.00            |
| Gifts                          | 0.00              | 0.00             | 125.00            | 0.00              | 0.00              |
| Credit Card Fees               | 93.60             | 100.00           | 1,368.97          | 1,200.00          | 1,200.00          |
| Membership Expenses            | 0.00              | 0.00             | 47.89             | 0.00              | 0.00              |
| Continuing Education           | 0.00              | 0.00             | 22.00             | 0.00              | 0.00              |
| Advertising/Promotion          | 151.72            | 83.34            | 1,866.66          | 1,000.00          | 1,000.00          |
| Awards & Incentives            | 0.00              | 83.34            | 46.70             | 1,000.00          | 1,000.00          |
| Cash Over/short                | (0.33)            | 0.00             | 61.26             | 0.00              | 0.00              |
| Collections/Archive Expense    | 0.00              | 83.34            | 0.00              | 1,000.00          | 1,000.00          |
| Computer repairs & maintenance | 0.00              | 166.67           | 0.00              | 2,000.00          | 2,000.00          |
| Computer/Website/Internet Exp  | 0.00              | 28.17            | 1,568.82          | 350.00            | 350.00            |
| Cost of Programming            | 0.00              | 83.34            | 688.89            | 1,000.00          | 1,000.00          |
| Dues, memberships, subscript.  | 0.00              | 25.00            | 659.75            | 300.00            | 300.00            |
| Exhibits                       | 173.14            | 58.34            | 3,504.18          | 700.00            | 700.00            |
| Events/Fundraising Expenses    | 301.93            | 626.00           | 9,944.12          | 7,500.00          | 7,500.00          |
| Facility Supplies              | 106.48            | 41.67            | 538.84            | 500.00            | 500.00            |
| Insurance                      | 343.10            | 666.67           | 4,883.50          | 8,000.00          | 8,000.00          |
| Interest Expense               | 0.00              | 0.00             | 34.00             | 0.00              | 0.00              |
| Licenses & Taxes               | 0.00              | 12.50            | 288.25            | 150.00            | 150.00            |
| Maintenance                    | 50.00             | 100.00           | 1,433.84          | 1,200.00          | 1,200.00          |
| Museum Gift Shop Expenses      | 982.58            | 125.00           | 1,380.77          | 1,500.00          | 1,500.00          |
| Office Supplies                | 358.02            | 250.00           | 4,252.44          | 3,000.00          | 3,000.00          |
| Paypal/Square Fees             | 12.10             | 16.67            | 236.88            | 200.00            | 200.00            |
| Payroll Expenses               | 2,628.86          | 4,722.00         | 40,232.89         | 56,685.00         | 56,685.00         |
| Postage                        | 0.00              | 25.00            | 599.41            | 300.00            | 300.00            |
| Professional fees              | 525.00            | 548.75           | 7,820.00          | 6,586.00          | 6,586.00          |
| Property Tax                   | 0.00              | 0.00             | 98.72             | 0.00              | 0.00              |
| Staff Development              | 0.00              | 20.84            | 0.00              | 250.00            | 250.00            |
| Telephone                      | 148.61            | 191.67           | 1,730.17          | 2,300.00          | 2,300.00          |
| Utilities                      | 474.91            | 483.34           | 6,241.37          | 5,800.00          | 5,800.00          |
| <b>Total Expense</b>           | <b>6,393.27</b>   | <b>9,333.33</b>  | <b>86,173.98</b>  | <b>112,000.00</b> | <b>112,000.00</b> |
| <b>Net Ordinary Income</b>     | <b>2,872.49</b>   | <b>1,375.01</b>  | <b>40,710.83</b>  | <b>0.00</b>       | <b>0.00</b>       |
| <b>Other Income/Expense</b>    |                   |                  |                   |                   |                   |
| <b>Other Income</b>            |                   |                  |                   |                   |                   |
| Money Market Interest          | 2.96              | 0.00             | 30.54             | 0.00              | 0.00              |
| Other Income                   | (439.15)          | 0.00             | 183.66            | 0.00              | 0.00              |
| <b>Total Other Income</b>      | <b>(436.19)</b>   | <b>0.00</b>      | <b>214.22</b>     | <b>0.00</b>       | <b>0.00</b>       |
| <b>Other Expense</b>           |                   |                  |                   |                   |                   |
| Depreciation Expense           | (4,529.00)        | 416.67           | 5,321.00          | 5,000.00          | 5,000.00          |
| <b>Total Other Expense</b>     | <b>(4,529.00)</b> | <b>416.67</b>    | <b>5,321.00</b>   | <b>5,000.00</b>   | <b>5,000.00</b>   |
| <b>Net Other Income</b>        | <b>4,092.81</b>   | <b>(416.67)</b>  | <b>(5,106.78)</b> | <b>(5,000.00)</b> | <b>(5,000.00)</b> |
| <b>Net Income</b>              | <b>6,965.30</b>   | <b>958.34</b>    | <b>35,604.05</b>  | <b>(5,000.00)</b> | <b>(5,000.00)</b> |

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Heritage Museum Association, Inc.  
 Profit & Loss By Class - Schedule 2  
 For the One Month and Twelve Months Ended September 30, 2019

| Ordinary Income/Expense        | Current Services |                 | Drop Spends     |                 | Total Education |                 | Total Rentals   |                 | Profit/Loss     |                 | Total General Donations |                  |
|--------------------------------|------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-------------------------|------------------|
|                                | Oct 18 - Sep 19  | Oct 18 - Sep 19 | Oct 18 - Sep 19 | Oct 18 - Sep 19 | Oct 18 - Sep 19 | Oct 18 - Sep 19 | Oct 18 - Sep 19 | Oct 18 - Sep 19 | Oct 18 - Sep 19 | Oct 18 - Sep 19 | Oct 18 - Sep 19         | Oct 18 - Sep 19  |
| Education Income               | 0.00             | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00                    | 0.00             |
| Admissions                     | 0.00             | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00                    | 0.00             |
| Concessions                    | 0.00             | 2,500.00        | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00                    | 0.00             |
| Donations                      | 0.00             | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00                    | 0.00             |
| Event Fundraising              | 0.00             | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00                    | 0.00             |
| Event Support                  | 0.00             | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00                    | 0.00             |
| Gift Shop                      | 0.00             | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00                    | 0.00             |
| Membership                     | 0.00             | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00                    | 0.00             |
| Museum Gift Shop               | 0.00             | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00                    | 0.00             |
| Public Programs                | 4,075.00         | 0.00            | 0.00            | 0.00            | 115.00          | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00                    | 0.00             |
| <b>Total Income</b>            | <b>4,075.00</b>  | <b>2,500.00</b> | <b>0.00</b>     | <b>0.00</b>     | <b>115.00</b>   | <b>0.00</b>     | <b>0.00</b>     | <b>0.00</b>     | <b>0.00</b>     | <b>0.00</b>     | <b>0.00</b>             | <b>23,867.41</b> |
| Expenses                       |                  |                 |                 |                 |                 |                 |                 |                 |                 |                 |                         |                  |
| Bank                           | 0.00             | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00                    | 0.00             |
| Special Event Expense          | 0.00             | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00                    | 0.00             |
| Contract Labor                 | 2,860.00         | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00                    | 0.00             |
| Background Checks              | 0.00             | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00                    | 0.00             |
| GRS                            | 3.99             | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00                    | 0.00             |
| Credit Card Fees               | 0.00             | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00                    | 0.00             |
| Contingency Expense            | 0.00             | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00                    | 0.00             |
| Contractor Expense             | 0.00             | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00                    | 0.00             |
| Advertising/Promotion          | 0.00             | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00                    | 0.00             |
| Awards & Incentives            | 0.00             | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00                    | 0.00             |
| Cash Over/Short                | 0.00             | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00                    | 0.00             |
| Commuting/Travel/Insurance     | 0.00             | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00                    | 0.00             |
| Cost of Programming            | 0.00             | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00                    | 0.00             |
| Dues, Memberships, Subscrip... | 0.00             | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00                    | 0.00             |
| Electric                       | 0.00             | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00                    | 0.00             |
| Event/Programming Expense      | 0.00             | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00                    | 0.00             |
| Facility Expenses              | 0.00             | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00                    | 0.00             |
| Insurance                      | 0.00             | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00                    | 0.00             |
| Interest Expense               | 0.00             | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00                    | 0.00             |
| License & Titles               | 0.00             | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00                    | 0.00             |
| Maintenance                    | 0.00             | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00                    | 0.00             |
| Museum Gift Shop Expenses      | 0.00             | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00                    | 0.00             |
| Office Supplies                | 0.00             | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00                    | 0.00             |
| Payroll/Program Fees           | 0.00             | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00                    | 0.00             |
| Payroll Expenses               | 0.00             | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00                    | 0.00             |
| Postage                        | 0.00             | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00                    | 0.00             |
| Professional fees              | 0.00             | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00                    | 0.00             |
| Property Tax                   | 0.00             | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00                    | 0.00             |
| Telephone                      | 0.00             | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00                    | 0.00             |
| Utilities                      | 0.00             | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00                    | 0.00             |
| <b>Total Expenses</b>          | <b>2,860.00</b>  | <b>0.00</b>     | <b>0.00</b>     | <b>0.00</b>     | <b>0.00</b>     | <b>0.00</b>     | <b>0.00</b>     | <b>0.00</b>     | <b>0.00</b>     | <b>0.00</b>     | <b>0.00</b>             | <b>0.00</b>      |
| <b>Net Ordinary Income</b>     | <b>1,215.00</b>  | <b>2,500.00</b> | <b>0.00</b>     | <b>0.00</b>     | <b>115.00</b>   | <b>0.00</b>     | <b>0.00</b>     | <b>0.00</b>     | <b>0.00</b>     | <b>0.00</b>     | <b>0.00</b>             | <b>23,867.41</b> |
| Other Income/Expenses          |                  |                 |                 |                 |                 |                 |                 |                 |                 |                 |                         |                  |
| Other Income                   | 0.00             | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00                    | 0.00             |
| Other Interest                 | 0.00             | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00                    | 0.00             |
| <b>Total Other Income</b>      | <b>0.00</b>      | <b>0.00</b>     | <b>0.00</b>     | <b>0.00</b>     | <b>0.00</b>     | <b>0.00</b>     | <b>0.00</b>     | <b>0.00</b>     | <b>0.00</b>     | <b>0.00</b>     | <b>0.00</b>             | <b>0.00</b>      |
| Other Expenses                 |                  |                 |                 |                 |                 |                 |                 |                 |                 |                 |                         |                  |
| Depreciation Expense           | 0.00             | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00            | 0.00                    | 0.00             |
| <b>Total Other Expenses</b>    | <b>0.00</b>      | <b>0.00</b>     | <b>0.00</b>     | <b>0.00</b>     | <b>0.00</b>     | <b>0.00</b>     | <b>0.00</b>     | <b>0.00</b>     | <b>0.00</b>     | <b>0.00</b>     | <b>0.00</b>             | <b>0.00</b>      |
| <b>Net Other Income</b>        | <b>0.00</b>      | <b>0.00</b>     | <b>0.00</b>     | <b>0.00</b>     | <b>0.00</b>     | <b>0.00</b>     | <b>0.00</b>     | <b>0.00</b>     | <b>0.00</b>     | <b>0.00</b>     | <b>0.00</b>             | <b>0.00</b>      |
| <b>Net Income</b>              | <b>1,215.00</b>  | <b>2,500.00</b> | <b>0.00</b>     | <b>0.00</b>     | <b>115.00</b>   | <b>0.00</b>     | <b>0.00</b>     | <b>0.00</b>     | <b>0.00</b>     | <b>0.00</b>     | <b>0.00</b>             | <b>23,867.41</b> |

No assurance is provided on these financial statements or any supplementary information as Carr, Riggs & Ingram, LLC did not perform audit, review or compilation procedures. Substantially all disclosures and the statement of cash flows required by the tax basis of accounting are omitted.

Heritage Museum Association, Inc.

Profit & Loss By Class - Schedule 2

For the One Month and Twelve Months Ended September 30, 2019

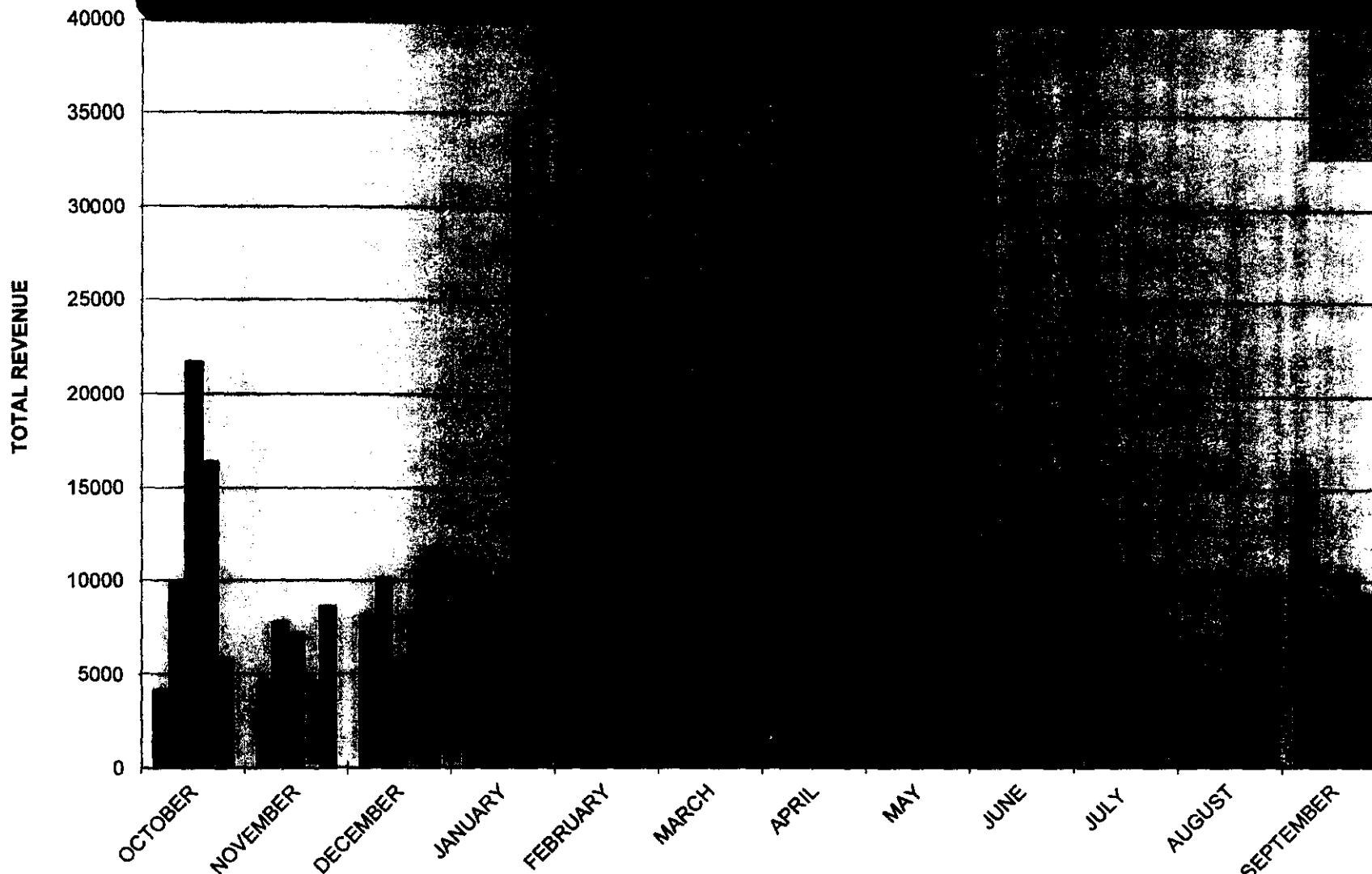
|                                | Haunted Heritage  |             | History Sandwiched-In |             | Holiday Tea       |               | Home School Fiddys |             | Jewelry Class     |                   | Management & General |             | Total Membership  |                  |
|--------------------------------|-------------------|-------------|-----------------------|-------------|-------------------|---------------|--------------------|-------------|-------------------|-------------------|----------------------|-------------|-------------------|------------------|
|                                | Oct '18 - Sep '19 | Sep '19     | Oct '18 - Sep '19     | Sep '19     | Oct '18 - Sep '19 | Sep '19       | Oct '18 - Sep '19  | Sep '19     | Oct '18 - Sep '19 | Sep '19           | Oct '18 - Sep '19    | Sep '19     | Oct '18 - Sep '19 |                  |
| <b>Ordinary Income/Expense</b> |                   |             |                       |             |                   |               |                    |             |                   |                   |                      |             |                   |                  |
| <b>Incomes</b>                 |                   |             |                       |             |                   |               |                    |             |                   |                   |                      |             |                   |                  |
| Education Income               | 0.00              | 0.00        | 0.00                  | 0.00        | 0.00              | 0.00          | 0.00               | 0.00        | 0.00              | 0.00              | 0.00                 | 0.00        | 0.00              | 0.00             |
| Admission                      | 0.00              | 0.00        | 0.00                  | 0.00        | 0.00              | 0.00          | 0.00               | 0.00        | 0.00              | 0.00              | 0.00                 | 0.00        | 0.00              | 0.00             |
| Concessional Services          | 0.00              | 0.00        | 0.00                  | 0.00        | 0.00              | 0.00          | 0.00               | 0.00        | 0.00              | 0.00              | 0.00                 | 0.00        | 0.00              | 0.00             |
| Donation Income                | 0.00              | 0.00        | 0.00                  | 0.00        | 0.00              | 0.00          | 0.00               | 0.00        | 0.00              | 0.00              | 0.00                 | 0.00        | 0.00              | 285.00           |
| Events/Fundraisers             | 53.70             | 0.00        | 0.00                  | 0.00        | 0.00              | 0.00          | 0.00               | 0.00        | 0.00              | 0.00              | 0.00                 | 0.00        | 0.00              | 0.00             |
| Grants Support                 | 0.00              | 0.00        | 0.00                  | 0.00        | 0.00              | 0.00          | 0.00               | 0.00        | 0.00              | 0.00              | 0.00                 | 0.00        | 0.00              | 0.00             |
| In-Kind Services               | 0.00              | 0.00        | 0.00                  | 0.00        | 0.00              | 0.00          | 0.00               | 0.00        | 0.00              | 0.00              | 0.00                 | 0.00        | 0.00              | 0.00             |
| Membership                     | 0.00              | 0.00        | 0.00                  | 0.00        | 0.00              | 0.00          | 0.00               | 0.00        | 0.00              | 421.29            | 6,988.48             | 0.00        | 0.00              | 0.00             |
| Museum Gift Shop               | 0.00              | 0.00        | 0.00                  | 0.00        | 0.00              | 0.00          | 0.00               | 0.00        | 0.00              | 0.00              | 0.00                 | 0.00        | 1,010.00          | 10,205.00        |
| Public Programs                | 0.00              | 0.00        | 0.00                  | 0.00        | 312.00            | 101.00        | 307.00             | 0.00        | 230.00            | (18.00)           | (73.29)              | 0.00        | 0.00              | 0.00             |
| <b>Total Incomes</b>           | <b>63.70</b>      | <b>0.00</b> | <b>0.00</b>           | <b>0.00</b> | <b>312.00</b>     | <b>101.00</b> | <b>307.00</b>      | <b>0.00</b> | <b>230.00</b>     | <b>403.29</b>     | <b>6,982.19</b>      | <b>0.00</b> | <b>1,010.00</b>   | <b>10,530.00</b> |
| <b>Expenses</b>                |                   |             |                       |             |                   |               |                    |             |                   |                   |                      |             |                   |                  |
| Meals                          | 0.00              | 0.00        | 0.00                  | 0.00        | 0.00              | 0.00          | 0.00               | 0.00        | 0.00              | 27.40             | 71.81                | 0.00        | 0.00              | 0.00             |
| Special Event Expense          | 0.00              | 0.00        | 0.00                  | 0.00        | 0.00              | 0.00          | 0.00               | 0.00        | 0.00              | 0.00              | 0.00                 | 0.00        | 0.00              | 0.00             |
| Contract Labor                 | 0.00              | 0.00        | 0.00                  | 0.00        | 0.00              | 0.00          | 0.00               | 0.00        | 120.00            | 0.00              | 27.25                | 0.00        | 0.00              | 0.00             |
| Background Checks              | 0.00              | 0.00        | 0.00                  | 0.00        | 0.00              | 0.00          | 0.00               | 0.00        | 0.00              | 0.00              | 0.00                 | 0.00        | 0.00              | 0.00             |
| Gifts                          | 0.00              | 0.00        | 0.00                  | 0.00        | 0.00              | 0.00          | 0.00               | 0.00        | 0.00              | 0.00              | 0.00                 | 0.00        | 0.00              | 0.00             |
| Credit Card Fees               | 0.00              | 0.00        | 0.00                  | 0.00        | 0.00              | 0.00          | 0.00               | 0.00        | 0.00              | 0.00              | 0.00                 | 0.00        | 0.00              | 0.00             |
| Membership Expenses            | 0.00              | 0.00        | 0.00                  | 0.00        | 0.00              | 0.00          | 0.00               | 0.00        | 0.00              | 0.00              | 0.00                 | 0.00        | 0.00              | 47.50            |
| Ongoing Education              | 0.00              | 0.00        | 0.00                  | 0.00        | 0.00              | 0.00          | 0.00               | 0.00        | 0.00              | 0.00              | 0.00                 | 0.00        | 0.00              | 0.00             |
| Advertising/Promotion          | 0.00              | 0.00        | 0.00                  | 0.00        | 0.00              | 0.00          | 0.00               | 0.00        | 0.00              | 0.00              | 0.00                 | 0.00        | 0.00              | 0.00             |
| Awards & Incentives            | 0.00              | 0.00        | 0.00                  | 0.00        | 0.00              | 0.00          | 0.00               | 0.00        | 0.00              | 161.72            | 1,088.58             | 0.00        | 0.00              | 0.00             |
| Cash Over/short                | 0.00              | 0.00        | 0.00                  | 0.00        | 0.00              | 0.00          | 0.00               | 0.00        | 0.00              | 0.00              | 0.00                 | 0.00        | 0.00              | 0.00             |
| Computer/Website/Internet      | 0.00              | 0.00        | 0.00                  | 0.00        | 0.00              | 0.00          | 0.00               | 0.00        | 0.00              | 0.00              | 0.00                 | 0.00        | 0.00              | 0.00             |
| Cost of Programming            | 0.00              | 0.00        | 0.00                  | 0.00        | 0.00              | 0.00          | 20.85              | 0.00        | 0.00              | 0.00              | 0.00                 | 0.00        | 0.00              | 0.00             |
| Dues, memberships, subscri...  | 0.00              | 0.00        | 0.00                  | 0.00        | 0.00              | 0.00          | 0.00               | 0.00        | 0.00              | 0.00              | 0.00                 | 0.00        | 0.00              | 0.00             |
| Utilities                      | 0.00              | 0.00        | 0.00                  | 0.00        | 0.00              | 0.00          | 0.00               | 0.00        | 0.00              | 0.00              | 0.00                 | 0.00        | 0.00              | 0.00             |
| Event/Fundraising Expenses     | 22.81             | 0.00        | 0.00                  | 0.00        | 0.00              | 0.00          | 0.00               | 0.00        | 0.00              | 0.00              | 0.00                 | 0.00        | 0.00              | 0.00             |
| Facility Supplies              | 0.00              | 0.00        | 0.00                  | 0.00        | 0.00              | 0.00          | 0.00               | 0.00        | 0.00              | 0.00              | 0.00                 | 0.00        | 0.00              | 0.00             |
| Insurance                      | 0.00              | 0.00        | 0.00                  | 0.00        | 0.00              | 0.00          | 0.00               | 0.00        | 0.00              | 0.00              | 0.00                 | 0.00        | 0.00              | 0.00             |
| Interest Expense               | 0.00              | 0.00        | 0.00                  | 0.00        | 0.00              | 0.00          | 0.00               | 0.00        | 0.00              | 0.00              | 0.00                 | 0.00        | 0.00              | 0.00             |
| Licenses & Tests               | 0.00              | 0.00        | 0.00                  | 0.00        | 0.00              | 0.00          | 0.00               | 0.00        | 0.00              | 0.00              | 0.00                 | 0.00        | 0.00              | 0.00             |
| Maintenance                    | 0.00              | 0.00        | 0.00                  | 0.00        | 0.00              | 0.00          | 0.00               | 0.00        | 0.00              | 0.00              | 0.00                 | 0.00        | 0.00              | 0.00             |
| Museum Gift Shop Expenses      | 0.00              | 0.00        | 0.00                  | 0.00        | 0.00              | 0.00          | 0.00               | 0.00        | 0.00              | 0.00              | 0.00                 | 0.00        | 0.00              | 0.00             |
| Office Supplies                | 0.00              | 0.00        | 0.00                  | 0.00        | 0.00              | 0.00          | 0.00               | 0.00        | 0.00              | 0.00              | 0.00                 | 0.00        | 0.00              | 0.00             |
| Payroll/Square Fees            | 0.00              | 0.00        | 0.00                  | 0.00        | 0.00              | 0.00          | 0.00               | 0.00        | 0.00              | 0.00              | 0.00                 | 0.00        | 0.00              | 0.00             |
| Payroll Expenses               | 0.00              | 0.00        | 0.00                  | 0.00        | 0.00              | 0.00          | 0.00               | 0.00        | 0.00              | 0.00              | 0.00                 | 0.00        | 0.00              | 0.00             |
| Postage                        | 0.00              | 0.00        | 0.00                  | 0.00        | 0.00              | 0.00          | 0.00               | 0.00        | 0.00              | 0.00              | 0.00                 | 0.00        | 0.00              | 0.00             |
| Professional fees              | 0.00              | 0.00        | 0.00                  | 0.00        | 0.00              | 0.00          | 0.00               | 0.00        | 0.00              | 0.00              | 0.00                 | 0.00        | 0.00              | 0.00             |
| Property Tax                   | 0.00              | 0.00        | 0.00                  | 0.00        | 0.00              | 0.00          | 0.00               | 0.00        | 0.00              | 0.00              | 0.00                 | 0.00        | 0.00              | 0.00             |
| Telephone                      | 0.00              | 0.00        | 0.00                  | 0.00        | 0.00              | 0.00          | 0.00               | 0.00        | 0.00              | 0.00              | 0.00                 | 0.00        | 0.00              | 0.00             |
| Utilities                      | 0.00              | 0.00        | 0.00                  | 0.00        | 0.00              | 0.00          | 0.00               | 0.00        | 0.00              | 0.00              | 0.00                 | 0.00        | 0.00              | 0.00             |
| <b>Total Expenses</b>          | <b>22.81</b>      | <b>0.00</b> | <b>0.00</b>           | <b>0.00</b> | <b>62.10</b>      | <b>0.00</b>   | <b>20.85</b>       | <b>0.00</b> | <b>120.00</b>     | <b>4,788.62</b>   | <b>72,962.66</b>     | <b>0.00</b> | <b>0.00</b>       | <b>373.68</b>    |
| <b>Net Ordinary Income</b>     | <b>31.09</b>      | <b>0.00</b> | <b>0.00</b>           | <b>0.00</b> | <b>249.91</b>     | <b>101.00</b> | <b>286.15</b>      | <b>0.00</b> | <b>110.00</b>     | <b>(4,385.33)</b> | <b>(66,018.37)</b>   | <b>0.00</b> | <b>1,010.00</b>   | <b>10,156.32</b> |
| <b>Other Income/Expense</b>    |                   |             |                       |             |                   |               |                    |             |                   |                   |                      |             |                   |                  |
| Other Income                   |                   |             |                       |             |                   |               |                    |             |                   |                   |                      |             |                   |                  |
| Money Market Interest          | 0.00              | 0.00        | 0.00                  | 0.00        | 0.00              | 0.00          | 0.00               | 0.00        | 0.00              | 0.00              | 0.00                 | 0.00        | 0.00              | 0.00             |
| Other Income                   | 0.00              | 0.00        | 0.00                  | 0.00        | 0.00              | 0.00          | 0.00               | 0.00        | 0.00              | 0.00              | 0.00                 | 0.00        | 0.00              | 0.00             |
| <b>Total Other Income</b>      | <b>0.00</b>       | <b>0.00</b> | <b>0.00</b>           | <b>0.00</b> | <b>0.00</b>       | <b>0.00</b>   | <b>0.00</b>        | <b>0.00</b> | <b>0.00</b>       | <b>0.00</b>       | <b>0.00</b>          | <b>0.00</b> | <b>0.00</b>       | <b>0.00</b>      |
| Other Expense                  |                   |             |                       |             |                   |               |                    |             |                   |                   |                      |             |                   |                  |
| Depreciation Expense           | 0.00              | 0.00        | 0.00                  | 0.00        | 0.00              | 0.00          | 0.00               | 0.00        | 0.00              | 0.00              | 0.00                 | 0.00        | 0.00              | 0.00             |
| <b>Total Other Expense</b>     | <b>0.00</b>       | <b>0.00</b> | <b>0.00</b>           | <b>0.00</b> | <b>0.00</b>       | <b>0.00</b>   | <b>0.00</b>        | <b>0.00</b> | <b>0.00</b>       | <b>0.00</b>       | <b>0.00</b>          | <b>0.00</b> | <b>0.00</b>       | <b>0.00</b>      |
| <b>Net Other Income</b>        | <b>0.00</b>       | <b>0.00</b> | <b>0.00</b>           | <b>0.00</b> | <b>0.00</b>       | <b>0.00</b>   | <b>0.00</b>        | <b>0.00</b> | <b>0.00</b>       | <b>0.00</b>       | <b>0.00</b>          | <b>0.00</b> | <b>0.00</b>       | <b>0.00</b>      |
| <b>Net Income</b>              | <b>31.09</b>      | <b>0.00</b> | <b>0.00</b>           | <b>0.00</b> | <b>249.91</b>     | <b>101.00</b> | <b>286.15</b>      | <b>0.00</b> | <b>110.00</b>     | <b>(4,385.33)</b> | <b>(66,018.37)</b>   | <b>0.00</b> | <b>1,010.00</b>   | <b>10,156.32</b> |

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Heritage Museum Association, Inc.  
 Profit & Loss By Class - Schedule 2  
 For the One Month and Twelve Months Ended September 30, 2018

| Ordinary Income/Expense Items  | Sept Meeting |                 | Summer Holiday Cante |                 | Tues   |                 | Tues - Private |                 | Tues - School |                 | Wednesday |                 |
|--------------------------------|--------------|-----------------|----------------------|-----------------|--------|-----------------|----------------|-----------------|---------------|-----------------|-----------|-----------------|
|                                | Aug 18       | Oct 18 - Sep 18 | Aug 18               | Oct 18 - Sep 18 | Aug 18 | Oct 18 - Sep 18 | Aug 18         | Oct 18 - Sep 18 | Aug 18        | Oct 18 - Sep 18 | Aug 18    | Oct 18 - Sep 18 |
| Recreation Income              | 0.00         | 0.00            | 0.00                 | 0.00            | 0.00   | 0.00            | 0.00           | 0.00            | 0.00          | 0.00            | 0.00      | 0.00            |
| Administrative                 | 0.00         | 0.00            | 0.00                 | 0.00            | 0.00   | 0.00            | 0.00           | 0.00            | 0.00          | 0.00            | 0.00      | 0.00            |
| Contracted Services            | 0.00         | 0.00            | 0.00                 | 0.00            | 0.00   | 0.00            | 0.00           | 0.00            | 0.00          | 0.00            | 0.00      | 0.00            |
| Donation Income                | 6,821.00     | 6,821.00        | 0.00                 | 0.00            | 0.00   | 0.00            | 0.00           | 0.00            | 0.00          | 0.00            | 0.00      | 0.00            |
| Event/Activities               | 0.00         | 0.00            | 0.00                 | 0.00            | 0.00   | 0.00            | 0.00           | 0.00            | 0.00          | 0.00            | 0.00      | 0.00            |
| Event Support                  | 0.00         | 0.00            | 0.00                 | 0.00            | 0.00   | 0.00            | 0.00           | 0.00            | 0.00          | 0.00            | 0.00      | 0.00            |
| Facilities                     | 0.00         | 0.00            | 0.00                 | 0.00            | 0.00   | 0.00            | 0.00           | 0.00            | 0.00          | 0.00            | 0.00      | 0.00            |
| Membership                     | 0.00         | 0.00            | 0.00                 | 0.00            | 0.00   | 0.00            | 0.00           | 0.00            | 0.00          | 0.00            | 0.00      | 0.00            |
| Museum Gift Shop               | 0.00         | 0.00            | 0.00                 | 0.00            | 0.00   | 0.00            | 0.00           | 0.00            | 0.00          | 0.00            | 0.00      | 0.00            |
| Public Programs                | 0.00         | 194.00          | 0.00                 | 1,277.00        | 0.00   | 280.00          | 0.00           | 0.00            | 0.00          | 0.00            | 125.00    | 880.00          |
| Total Income                   | 6,821.00     | 194.00          | 0.00                 | 1,827.00        | 0.00   | 280.00          | 0.00           | 0.00            | 0.00          | 0.00            | 125.00    | 880.00          |
| Expenses                       |              |                 |                      |                 |        |                 |                |                 |               |                 |           |                 |
| Admin                          | 0.00         | 0.00            | 0.00                 | 0.00            | 0.00   | 0.00            | 0.00           | 0.00            | 0.00          | 0.00            | 0.00      | 0.00            |
| Contract Labor                 | 0.00         | 0.00            | 0.00                 | 0.00            | 0.00   | 0.00            | 0.00           | 0.00            | 0.00          | 0.00            | 0.00      | 0.00            |
| Contracted Services            | 0.00         | 270.00          | 0.00                 | 0.00            | 0.00   | 0.00            | 0.00           | 0.00            | 0.00          | 0.00            | 0.00      | 0.00            |
| Gifts                          | 0.00         | 0.00            | 0.00                 | 0.00            | 0.00   | 0.00            | 0.00           | 0.00            | 0.00          | 0.00            | 0.00      | 0.00            |
| Membership Expenses            | 0.00         | 0.00            | 0.00                 | 0.00            | 0.00   | 0.00            | 0.00           | 0.00            | 0.00          | 0.00            | 0.00      | 0.00            |
| Contributing Education         | 0.00         | 0.00            | 0.00                 | 0.00            | 0.00   | 0.00            | 0.00           | 0.00            | 0.00          | 0.00            | 0.00      | 0.00            |
| Advertising/Promotion          | 0.00         | 0.00            | 0.00                 | 0.00            | 0.00   | 0.00            | 0.00           | 0.00            | 0.00          | 0.00            | 0.00      | 0.00            |
| Arts & Activities              | 0.00         | 0.00            | 0.00                 | 0.00            | 0.00   | 0.00            | 0.00           | 0.00            | 0.00          | 0.00            | 0.00      | 0.00            |
| Commuter/Travel                | 0.00         | 0.00            | 0.00                 | 0.00            | 0.00   | 0.00            | 0.00           | 0.00            | 0.00          | 0.00            | 0.00      | 0.00            |
| Cost of Programming            | 0.00         | 0.00            | 0.00                 | 181.28          | 0.00   | 0.00            | 0.00           | 0.00            | 0.00          | 0.00            | 0.00      | 0.00            |
| Donor, membership, exhibit,... | 0.00         | 0.00            | 0.00                 | 0.00            | 0.00   | 0.00            | 0.00           | 0.00            | 0.00          | 0.00            | 0.00      | 0.00            |
| Event/Printing Expenses        | 0.00         | 0.00            | 0.00                 | 0.00            | 0.00   | 0.00            | 0.00           | 0.00            | 0.00          | 0.00            | 0.00      | 0.00            |
| Facilities                     | 0.00         | 0.00            | 0.00                 | 0.00            | 0.00   | 0.00            | 0.00           | 0.00            | 0.00          | 0.00            | 0.00      | 0.00            |
| Faculty Supplies               | 0.00         | 0.00            | 0.00                 | 0.00            | 0.00   | 0.00            | 0.00           | 0.00            | 0.00          | 0.00            | 0.00      | 0.00            |
| Insurance                      | 0.00         | 0.00            | 0.00                 | 0.00            | 0.00   | 0.00            | 0.00           | 0.00            | 0.00          | 0.00            | 0.00      | 0.00            |
| Interest Expense               | 0.00         | 0.00            | 0.00                 | 0.00            | 0.00   | 0.00            | 0.00           | 0.00            | 0.00          | 0.00            | 0.00      | 0.00            |
| License & Taxes                | 0.00         | 0.00            | 0.00                 | 0.00            | 0.00   | 0.00            | 0.00           | 0.00            | 0.00          | 0.00            | 0.00      | 0.00            |
| Miscellaneous                  | 0.00         | 0.00            | 0.00                 | 0.00            | 0.00   | 0.00            | 0.00           | 0.00            | 0.00          | 0.00            | 0.00      | 0.00            |
| Museum Gift Shop Expenses      | 0.00         | 0.00            | 0.00                 | 0.00            | 0.00   | 0.00            | 0.00           | 0.00            | 0.00          | 0.00            | 0.00      | 0.00            |
| Office Supplies                | 0.00         | 0.00            | 0.00                 | 0.00            | 0.00   | 0.00            | 0.00           | 0.00            | 0.00          | 0.00            | 0.00      | 0.00            |
| Printing Expenses              | 0.00         | 0.00            | 0.00                 | 0.00            | 0.00   | 0.00            | 0.00           | 0.00            | 0.00          | 0.00            | 0.00      | 0.00            |
| Printing                       | 0.00         | 0.00            | 0.00                 | 0.00            | 0.00   | 0.00            | 0.00           | 0.00            | 0.00          | 0.00            | 0.00      | 0.00            |
| Professional Fees              | 0.00         | 0.00            | 0.00                 | 0.00            | 0.00   | 0.00            | 0.00           | 0.00            | 0.00          | 0.00            | 0.00      | 0.00            |
| Property Tax                   | 0.00         | 0.00            | 0.00                 | 0.00            | 0.00   | 0.00            | 0.00           | 0.00            | 0.00          | 0.00            | 0.00      | 0.00            |
| Telephone                      | 0.00         | 0.00            | 0.00                 | 0.00            | 0.00   | 0.00            | 0.00           | 0.00            | 0.00          | 0.00            | 0.00      | 0.00            |
| Utilities                      | 0.00         | 0.00            | 0.00                 | 0.00            | 0.00   | 0.00            | 0.00           | 0.00            | 0.00          | 0.00            | 0.00      | 0.00            |
| Total Expense                  | 0.00         | 270.00          | 0.00                 | 316.28          | 0.00   | 280.00          | 0.00           | 0.00            | 0.00          | 0.00            | 125.00    | 225.00          |
| Net Ordinary Income            | 6,821.00     | (76.00)         | 0.00                 | 1,510.72        | 0.00   | 0.00            | 0.00           | 0.00            | 0.00          | 0.00            | 0.00      | 655.00          |
| Other Income/Expense           |              |                 |                      |                 |        |                 |                |                 |               |                 |           |                 |
| Other Income                   | 0.00         | 0.00            | 0.00                 | 0.00            | 0.00   | 0.00            | 0.00           | 0.00            | 0.00          | 0.00            | 0.00      | 0.00            |
| Money Market Interest          | 0.00         | 0.00            | 0.00                 | 0.00            | 0.00   | 0.00            | 0.00           | 0.00            | 0.00          | 0.00            | 0.00      | 0.00            |
| Other Income                   | 0.00         | 0.00            | 0.00                 | 0.00            | 0.00   | 0.00            | 0.00           | 0.00            | 0.00          | 0.00            | 0.00      | 0.00            |
| Total Other Income             | 0.00         | 0.00            | 0.00                 | 0.00            | 0.00   | 0.00            | 0.00           | 0.00            | 0.00          | 0.00            | 0.00      | 0.00            |
| Other Expense                  | 0.00         | 0.00            | 0.00                 | 0.00            | 0.00   | 0.00            | 0.00           | 0.00            | 0.00          | 0.00            | 0.00      | 0.00            |
| Depreciation Expense           | 0.00         | 0.00            | 0.00                 | 0.00            | 0.00   | 0.00            | 0.00           | 0.00            | 0.00          | 0.00            | 0.00      | 0.00            |
| Total Other Expense            | 0.00         | 0.00            | 0.00                 | 0.00            | 0.00   | 0.00            | 0.00           | 0.00            | 0.00          | 0.00            | 0.00      | 0.00            |
| Net Other Income               | 0.00         | 0.00            | 0.00                 | 0.00            | 0.00   | 0.00            | 0.00           | 0.00            | 0.00          | 0.00            | 0.00      | 0.00            |
| Net Income                     | 6,821.00     | (76.00)         | 0.00                 | 1,510.72        | 0.00   | 0.00            | 0.00           | 0.00            | 0.00          | 0.00            | 0.00      | 655.00          |

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