

MISCELLANEOUS APPROPRIATIONS AGREEMENT  
BETWEEN THE  
CITY OF POMPANO BEACH  
AND  
**Tiger Trail Festival Inc.**

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

**Tiger Trail Festival Inc.**, a Florida Not For Profit Corporation authorized to do business in the State of Florida, whose principal office is located at **164 N. Powerline, Pompano Beach, FL 33069** hereinafter referred to as RECIPIENT.

WITNESSETH:

WHEREAS, the City of Pompano Beach has appropriated for its current Fiscal Year 2017-18 (October 1<sup>st</sup> through September 30<sup>th</sup>), the sum of **\$25,000** to RECIPIENT, to conduct a program entitled or activity as described in *Addendum "1"* which is attached hereto and incorporated herein by reference, for the period beginning October 1, 2017 and ending September 30, 2018; and

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

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

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

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

comply with all applicable federal, state, county and municipal laws, ordinances, codes and regulations. Any difference between the above federal, state, county or municipal guidelines or regulations and this Agreement shall be resolved in favor of the more restrictive guidelines; and

- e) Not to utilize allotted funds under this Agreement for any purpose other than the purpose set forth in this Agreement; and
- f) To return to the CITY within fifteen (15) days of demand all City funds paid to said RECIPIENT under the terms of this Agreement upon the finding that the terms of any agreement executed by the RECIPIENT of the provisions or any applicable ordinance or law have been violated by the RECIPIENT; and
- g) To return to the CITY all funds expended for disallowed expenditures as determined by the City of Pompano Beach; and
- h) To maintain books, records and documents in accordance with generally accepted accounting procedures and practices to maintain adequate internal controls which, relating to the project(s), sufficiently and properly reflect all expenditures of funds provided by the City of Pompano Beach under this Agreement; and
- i) To consent to:
  - 1) Such audits of the financial affairs of the RECIPIENT by the City of Pompano Beach Internal Auditor as the CITY may require; and
  - 2) Producing all documents required by the Internal Auditor; and
  - 3) In the case of the RECIPIENT receiving Fifty Thousand Dollars (\$50,000) or more from the City of Pompano Beach, furnish the City of Pompano Beach a copy of a grant auditing report conducted in accordance with generally accepted auditing standards, Government Auditing Standards, issued by the Comptroller General of the United States and the provisions of Office of Management and Budget Circular A-133. All grant funds shall be shown via explicit disclosure in the annual financial statements and/or the accompanying notes to the financial statement. This report shall be due within 120 days of the close of the CITY'S fiscal year; and
  - 4) For grants less than \$50,000, the annual report of receipts and expenditures to be submitted shall use a budget to actual comparative basis which shows the approved budget updated for any budget changes (paragraph 5) and a compilation of quarterly progress reports (paragraph 6). The annual report of revenues and expenditures shall include a statement of expenditures made in each budget category and line item identified in the budget as well as annualized statistical information relative to the program or activity which

was previously submitted in quarterly progress reports. Outstanding encumbrances should be indicated in quarterly progress reports of expenditures. Timely liquidation of encumbrances in the fourth quarter of grant activity to expedite the timely submission of the fourth quarterly report is required as there will be no carryover of residual funds remaining unspent or unencumbered by the recipient. This report shall be on a fiscal year of October 1st through September 30th, and shall be due on November 16th of each fiscal year; and

- 5) Preserve and make available all financial records, supporting documents, statistical records and any other documents pertaining to this agreement for a period of three (3) years after termination of this Agreement; or, if an audit has been initiated and audit findings have not been resolved at the end of these three (3) years, the records shall be retained until resolution of the audit.
- j) To operate the program or activity generally described herein and more particularly described in *Addendum "1"* to this Agreement. The RECIPIENT may not enter into subcontracts or sub-grants under the provisions of this Agreement without the City of Pompano Beach's written approval. The RECIPIENT must furnish the City of Pompano Beach a copy of all subcontracts or sub-grants prior to receiving written approval.
- 2) This Agreement shall become effective on the 1st day of October 2017, and shall terminate on the 30th day of September 2018, unless cancelled sooner with or without cause by either party by giving thirty (30) days prior written notice of such cancellation to the other party.
- 3) The City of Pompano Beach agrees to pay the RECIPIENT the sum of **\$25,000** for the program or activity. City of Pompano Beach funds will be provided in the sum of \$15,000 in advance, with the remainder of funds \$10,000 being provided for on a reimbursement basis upon the submittal of invoices and proof of payments. For any funds advanced the RECIPIENT agrees to provide the City with an itemization of how funds advanced were spent, along with invoices and proof of payment. Such an accounting must be provided to the City within forty-five (45) days of the receipt of such an advance. Failure to comply with this requirement may result in the denial of the future requests for payments.

In the event that RECIPIENT does not receive matching funds described in *Exhibit "A"* or said funds are revoked during the term of the Agreement, CITY funding may be revoked and RECIPIENT shall comply with (1) (f) of this Agreement for returning all or part of awarded CITY funds.

- 4) RECIPIENT agrees to provide the City of Pompano Beach City Manager's Office with a quarterly narrative progress report on the program or activity described in *Addendum "1"*. Such reports shall include basic statistical information relative to the program or activity and a statement of expenditures made in each budget category and line item identified in the budget which is included in *Addendum "1"*. Distribution of each reimbursement payment to

the RECIPIENT shall be contingent upon prior receipt of the required progress report which is due during the preceding quarter. Quarterly reports shall be due no later than the following dates:

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

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

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

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

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

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

**"CITY":**

Witnesses:

**CITY OF POMPANO BEACH**

\_\_\_\_\_

By: \_\_\_\_\_  
LAMAR FISHER, MAYOR

\_\_\_\_\_

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

Attest:

(SEAL)

\_\_\_\_\_  
ASCELETA HAMMOND, CITY CLERK

Approved As To Form:

\_\_\_\_\_  
MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

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

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

**"RECIPIENT":**

**Tiger Trail Festival Inc., a Florida Not For Profit Corporation**

Witnesses:

Mary Lampkin  
[Signature]

By: Ed Phillips  
Ed Phillips  
Typed or Printed Name  
Title: President Chair

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 21 day of August, 2017  
by Ed Phillips as Chairman/President of  
**Tiger Trail Festival Inc., a Florida Not For Profit Corporation.** He/she is personally known to me or who has  
produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:

Charlotte A Taylor  
NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed or Printed)  
**CHARLOTTE A TAYLOR**  
MY COMMISSION # GG 120560  
EXPIRES: August 1, 2021  
Bonded Thru Notary Public Underwriters  
Commission Number

# *State of Florida*

## *Department of State*

I certify from the records of this office that TIGER TRAIL FESTIVAL INC. is a corporation organized under the laws of the State of Florida, filed on August 16, 2005.

The document number of this corporation is N05000008432.

I further certify that said corporation has paid all fees due this office through December 31, 2017, that its most recent annual report/uniform business report was filed on March 22, 2017, and that its status is active.

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

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



*Ken Peterson*  
**Secretary of State**

Tracking Number: CU0704804209

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

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



## Consumer's Certificate of Exemption

DR-14  
R. 10/15

Issued Pursuant to Chapter 212, Florida Statutes

85-8013975347C-4	06/15/2017	06/30/2022	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

TIGER TRAIL FESTIVAL INC  
164 N POWERLINE RD  
POMPANO BEACH FL 33069-2514

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



## Important Information for Exempt Organizations

DR-14  
R. 10/15

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.



ADDENDUM "1"

CITY OF POMPANO BEACH  
FISCAL YEAR 2018

FUNDING FOR NON-FOR-PROFIT ORGANIZATIONS

1. Legal Name of Organization: TIGER TRAIL FESTIVAL INC.

2. Mailing Address: 164 N. Powerline  
Pompano Beach, FL 33069

3. Date of Incorporation: 08/16/2005

3a. Does your corporation/organization fall within Section 501(c)(3) and Section 501(a) of the Internal Revenue Code? Yes  No   
**(Please attach proof of tax exempt status)**

4. Chief Executive Officer: Edward Phillips Jr

Official Title: President Telephone #: 754 366 0306

5. Contact Person (if different from above): \_\_\_\_\_  
Telephone #: \_\_\_\_\_

6. Provide a brief description of the organizations goals and objectives:

The goal and objectives of the Tiger Trail Festival is to showcase the culture of the N.W. Community thru music, art and food. This effort is bolstered by the participation of a cross section of the City of Pompano Beach's population. We believe that this will also foster a "Spirit of Inclusion" which we hope will impact the city of Pompano and Broward county in a positive way. The Tiger Trail Festival proposed events will take place during the month of February, 2018 along the MLK corridor and will coincide with the City of Pompano Beach's Black History Month celebrations. The events of the festival will include the following:

- February 2, 2018 Gala Banquet
- February 3, 2018 William F. Boynton 5K Run
- February 3, 2018 Collier City Trail Blazers
- February 11, 2018 Soulful Experience
- February 17, 2018 Tiger Trail Festival

7. Amount of funding requested: \$50,000.00

**ADDENDUM "1"**

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

The funding provided by the City of Pompano Beach will be utilized to contract a featured renowned performing artist. This will provide the media attention to attract attendees, media outlets, businesses, and sponsorship from both inside and outside the tri-county area. Local businesses will benefit economically with the flow of foot traffic in the area. We anticipate the number of city residents to be approximately 5000.

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

The dollars invested for The Tiger Trail Festival development, branding, marketing and promotion will be a welcoming message to come and visit the city of Pompano Beach and will impact businesses, and enhance the cultural atmosphere. The development of festivals of this type throughout the country also attract additional dollars to the underserved community by creating opportunities for new businesses.

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

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

\_\_\_\_\_

**ADDENDUM "1"**

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

11a. If yes, please list the amount(s) and source(s).

NO The organization does not receive support from the County or other cities

12. What percentage of your organization's budget is direct delivery of service as opposed to "overhead"? 100%

**13. PERFORMANCE MEASURES**

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

	<b>Most Recently Completed Year 2016</b>	<b>Current Year Estimated 2017</b>	<b>Next Year Proposed 2018</b>
Total Persons Served			8000
Number of Pompano Beach residents served			5000

**ADDENDUM "1"**

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

		Last Year Adopted 2017	Current Year Proposed 2018
<b>Resource Available:</b>			
City of Pompano Beach		\$25000.00 Projected	\$25000.00
Federal Funding			
State Funding			
Other Local Government Funding			
Foundation Grants			
User Fees		\$20000.00 Projected	\$20000.00 Projected
Other Revenue Sources		\$50000.00 Projected	\$50000.00 Projected
<b>Total Resources Available</b>		<b>\$95000.00 Projected</b>	<b>\$95000.00 Projected</b>

<b>Resource Allocated:</b>			
Salaries		0.00	0.00
Benefits		0.00	0.00
Supplies		\$ 5000.00	\$ 5000.00
Contractual Services		\$85000.00	\$85000.00
Capital Outlay [Equipment]			
Other		\$ 5000.00	\$ 5000.00
<b>Total Resources Allocated</b>		<b>\$95000.00</b>	<b>\$95000.00</b>

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

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

DEPARTMENT OF THE TREASURY

Date: JUN 13 2005

TIGER TRAIL FESTIVAL INC  
160 W FOREGLINE  
FOREMAN BEACH, FL 33069

Employer Identification Number:  
20-3161431  
EIN:  
17053250055045  
Contact Person:  
WAYNE A FORD ID# 75068  
Contact Telephone Number:  
(877) 829-8500  
Accounting Period Ending:  
December 31st  
Public Charity Status:  
170(b)(1)(A)(vi)  
Form 990 Required:  
Yes  
Effective Date of Exemption:  
August 16, 2005  
Contribution Deductibility:  
Yes  
Advance Ruling Ending Date:  
December 31, 2009

Dear Applicant:

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

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

If you distribute funds to other organizations, your records must show whether they are exempt under section 501(c)(3). In cases where the recipient organization is not exempt under section 501(c)(3), you must have evidence the funds will be used for section 501(c)(3) purposes.

Letter 1045 (EO/CO)