

**RESOLUTION No. 18-02**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE ACCEPTANCE OF A GRANT FROM THE JOHN S. AND JAMES L. KNIGHT FOUNDATION'S KNIGHT ARTS CHALLENGE MIAMI 2017 SPONSORSHIP FUND OF THE MIAMI FOUNDATION IN THE AMOUNT OF \$20,000.00 FOR THE PURPOSE OF EXPANDING "RITMO DORAL" IN DOWNTOWN DORAL PARK; AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE MIAMI FOUNDATION TO ACCEPT AND RECEIVE THE GRANT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, City of Doral (the "City") was granted \$20,000.00 from the John S. and James L. Knight Foundation's Knight Arts Challenge Miami 2017 Sponsorship Fund (the "Grant") to bring more culture to Doral's Downtown by expanding "Ritmo Doral" (the "Event"), a cultural concert event in Downtown Doral Park that will connect local artists and community members with international artists and Doral's sister cities; and

**WHEREAS**, the Event will cater to the diverse needs of this multi-cultural community by offering a concert by an internationally renowned world music headliner, supported by local cultural performers and providing family-friendly activities to the community in Downtown Doral Park, a location that from its inception was geared toward the arts and cultural activities; and

**WHEREAS**, by offering the Event, it will bring art to life in the community—a goal that the City regularly strives to achieve; and

**WHEREAS**, the Grant is a challenge grant requiring the City to raise and/or appropriate \$20,000.00 in matching funds during the current fiscal year, an appropriation that has already been funded in the 2017-18 budget and approved by the Council for production of the concert event; and

**WHEREAS**, staff has recommended that the City Council approve acceptance of the Grant, and authorize the City Manager to enter into an agreement with The Miami Foundation for the City to receive funding to bring new cultural programming to Downtown Doral Park via the production of “Ritmo Doral.”

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

**Section 2. Approval of Grant and Matching Funds.** The Grant from the John S. and James L. Knight Foundation’s Knight Arts Challenge Miami 2017 Sponsorship Fund to the City of Doral is hereby accepted. An appropriation of \$40,000.00 for fiscal year 2017–2018 has been approved to event producer The Rhythm Foundation, satisfying the \$20,000 matching fund requirement of the Grant.

**Section 3. Authorization.** The City Manager, upon approval as to Form and legal sufficiency by the City Attorney, is authorized to execute the Agreement, in substantially the form provided in Exhibit “A”, which is attached hereto and incorporated herein and made a part hereof by this reference. The City Manager is further authorized to expend the appropriated funds on behalf of the City in accordance with the terms of this Resolution.

**Section 4. Implementation.** The City Manager and City Attorney are hereby authorized to take such additional action as may be necessary to implement the purpose and provisions of this Resolution.

**Section 5. Effective Date.** This resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Vice Mayor Rodriguez who moved its adoption.

The motion was seconded by Councilmember Mariaca and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Ana Maria Rodriguez	Yes
Councilman Pete Cabrera	Absent/Excused
Councilwoman Christi Fraga	Yes
Councilwoman Claudia Mariaca	Yes

PASSED AND ADOPTED this 10 day of January, 2018.

  
\_\_\_\_\_  
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

  
\_\_\_\_\_  
CONNIE DIAZ, CMC  
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:

  
\_\_\_\_\_  
WEISS, SEROTA, HELFMAN, COLE & BIERMAN, P.L.  
CITY ATTORNEY

# EXHIBIT “A”



40 NW 3rd Street  
Suite 305  
Miami, FL 33128-1838  
305.371.2711

December 15, 2017

Manuel Pila  
Economic Developer  
City of Doral  
8401 NW 53rd Terrace  
Doral, FL 33166

Dear Manuel:

We are delighted to share that the Trustees of the John S. and James L. Knight Foundation have recommended a **\$20,000** challenge grant to **City of Doral** for **Ritmo Doral** from the Knight Arts Challenge Miami 2017 Sponsorship Fund at The Miami Foundation. Congratulations.

The grant is to be used as follows: **To bring more culture to the city's downtown by expanding Ritmo Doral, an international cultural event that will connect local artists and community members with artists in Doral's sister cities.**

The terms and conditions of this grant are contained in the attached grant agreement and policy manual. The Miami Foundation has agreed to serve as fiscal sponsor for the Knight Arts Challenge in Miami. In addition to reporting on the performance of this grant to The Miami Foundation, Knight Foundation's Arts Program Officer, Adam Ganuza ([ganuza@knightfoundation.org](mailto:ganuza@knightfoundation.org)), will monitor your progress implementing the grant. You must sign and return this agreement and policy manual within 30 days of the date of this letter.

Before you take steps to publicize this grant, please review Knight's communications guidelines at [www.knightcommunications.org](http://www.knightcommunications.org) as well as the Knight Arts Challenge resources at <http://miamifoundation.org/knightwinners/>. Any questions about the grant should be directed to Lindsey Linzer, Director of Grants Administration, at [LLinzer@miamifoundation.org](mailto:LLinzer@miamifoundation.org). Thank you and congratulations.

Sincerely,

JAS:ll  
Enclosures  
C: Adam Ganuza



**THE MIAMI FOUNDATION**  
**GRANT AGREEMENT for 501(c)(3) organizations**  
**Knight Arts Challenge Miami 2017 Sponsorship Fund**

**GRANTEE:** City of Doral

**GRANT NUMBER:** KAM7.MI08

**PURPOSE:** To bring more culture to the city's downtown by expanding Ritmo Doral, an international cultural event that will connect local artists and community members with artists in Doral's sister cities.

**TERMS:** November 1, 2017 to October 31, 2020

**AMOUNT:** \$20,000

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## **ACTIVITIES**

The Grantee will conduct and report on the following activities:

- 1) Produce "Ritmo Doral" with various related activities occurring within the general timeframe of the main event. Doral staff will leverage the Ritmo Doral brand to implement ancillary events and promotional opportunities in the city in the days before and after the main concert.
- 2) Ritmo Doral will feature a concert by internationally renowned world music headliners on a main stage, supported by performances from local cultural groups and performers on a secondary stage. Doral organizations, cultural institutions, schools and businesses will be invited to showcase the city's amenities, and its Sister Cities will be offered an opportunity to showcase their artists, traditions, foods and products. Sponsors and vendors will provide fun, family-friendly activities to the community. Immersive advanced technology components like Virtual Reality and Augmented Reality will be used to educate attendees about Doral and its Sister Cities.
- 3) Following the successful template of the debut Ritmo Doral event, the municipality will work with its Sister Cities to plan trade missions and welcome high-level diplomatic delegations to the city. City officials will travel to Doral's Sister Cities in advance and invite government officials, cultural representatives and business organizations to participate in Ritmo Doral. Through the event, Doral will actively seek to strengthen municipal cooperation with its Sister Cities and develop specific collaborative projects for the mutual benefit of all the involved communities.
- 4) Ritmo Doral organizers will work with local and international community members to encourage art exhibitions, flash mobs, sporting events, educational interactions and cross-cultural exchanges in public and private venues throughout the city.
- 5) The Ritmo Doral team will work with the local tourism and hospitality industry to welcome foreign journalists for a pre-event familiarization tour, as well as leverage the city's considerable media power by coordinating artist interviews, behind-the-scenes coverage, diplomatic and business news stories, and other opportunities for Doral-based international media entities like Univision and The Miami Herald to promote the Ritmo Doral initiative to a global audience.
- 6) TouchPoll will provide valuable feedback from attendees and offer metrics that will be evaluated to improve future events.

## COMMUNICATIONS

The Grantee is expected and encouraged to announce this grant to the media and public with the support of Knight Foundation. Grantees are required to contact Knight Communications Consultant Marika Lynch at [marika@marikalynch.com](mailto:marika@marikalynch.com) before launching the project so that Knight Foundation can both receive recognition for its funding and help promote work of the Grantee. The Grantee may also be required to contribute a post to Knight's blog.

- Proper use of Knight Foundation's logo (see [knightlogo.org](http://knightlogo.org));
- Appropriate acknowledgement of Knight Foundation at grantee events and in grantee's print and online content;
- Clearing with Marika Lynch any relevant grantee content that mentions the foundation (e.g., news releases), with enough advance notice to make changes if needed;
- Providing the foundation with copies of relevant public communications that feature the foundation;

Please also follow us on Twitter, Facebook, and Instagram at @knightfdn and @MiamiFoundation.

## BASIC GRANT CONDITIONS

1. Grantee will use the funds for the purposes described in this Agreement. Any alternative use of funds must be authorized in advance in writing by The Miami Foundation. If the funds are not used in accordance with the terms outlined in the Agreement, the Grantee must repay those funds to the Foundation.
2. This is a challenge grant requiring the Grantee to raise **\$20,000** in matching funds with cash or firm pledges.
  - The first tranche of match funds in the amount of **\$10,000** must be raised during the period **November 1, 2017 to October 31, 2018** (the "Match Term"). The deadline for submitting matching documentation to The Miami Foundation is **October 31, 2018**.
  - The second tranche of match funds in the amount of **\$10,000** must be raised during the period **November 1, 2018 to October 31, 2019** (the "Match Term"). The deadline for submitting matching documentation to The Miami Foundation is **October 31, 2019**.
  - Examples of documentation include, but are not limited to, pledge letters on third party letterhead, stock transfer certificates, copies of checks and grant letters other than from Knight Foundation.
3. The Grantee and The Miami Foundation will agree on a Project Budget which must be reviewed and approved by the Knight Foundation.
4. Changes to any specific line item in the enclosed budget greater than 5% should be approved in writing by The Miami Foundation prior to making the change.
5. Significant changes in project or organizational leadership should be reported to The Miami Foundation within 30 days of the change.
6. The end results of the Project shall be owned by the Grantee and not by The Miami Foundation or the Knight Foundation.

7. As required by IRS rules, grant funds will not be used;
  - To carry on propaganda or otherwise attempt to influence specific legislation;
  - To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive;
  - To make a grant to any individual for travel, study or other similar purposes or to make a sub-grant to any other organization unless this activity has been detailed in the approved grant plan and budget.
8. Capital equipment and facilities purchased using grant funds must be used for solely charitable purposes during and after the Grant term. The Grant budget and budget narrative must detail:
  - capital equipment/facilities purchased,
  - its cost and use and
  - what will happen to the equipment/facilities once the grant term is complete.
9. All travel paid for with Foundation funds can only be for the charitable purposes of the grant and should be reasonable and necessary, and not excessive.
10. Overhead expenses charged to the grant must be specified in the approved grant budget and must be supported by appropriate documentation.
11. The Grantee must disclose any potential conflicts of interest including transactions with related parties. The Grantee will specifically note if they propose to use grant funds to engage an organization or individual with which they have a related party relationship. In no event should the Grantee pay more than fair market value for any services with a related party.
12. The Grantee must sign and return this Agreement to the Foundation within 30 days of the date of the accompanying award letter or this Agreement will be considered void. The Foundation may, at its sole discretion, offer a new Agreement to the Grantee afterward.

## REPORTS AND PAYMENTS

1. The Miami Foundation will disburse a lump sum payment to the Grantee once match documentation is approved and a completed payment request form and a W-9 are received.

The Payment Request Form can be found at <http://miamifoundation.org/knightwinners/>. Payment requests should be submitted to [paymentrequest@miamifoundation.org](mailto:paymentrequest@miamifoundation.org).

2. A narrative report and a financial report is due annually throughout the life of the project by **October 31** to The Miami Foundation. The report will include program information in the format required by the Foundation. The program report includes a narrative account of the grant activities and progress in achieving the grant outcomes.

All reports relating to this grant should be submitted to The Miami Foundation via Submittable at <http://themiamicommission.submittable.com>. Reporting templates can be found at <http://miamifoundation.org/knightwinners/>.

Any questions about the grant should be directed to Lindsey Linzer, Director of Grants Administration, at [LLinzer@miamifoundation.org](mailto:LLinzer@miamifoundation.org).

3. The Miami Foundation is responsible for reporting back to the Knight Foundation on the status of the Grant. The Miami Foundation reviews the narrative and financial reports submitted by the

Grantee and documents any unusual or significant variances from the grant activities or budget. If the Foundation identifies activities or expenditures that are significantly different from approved Grant Budget, the Foundation will notify the appropriate Knight Program Director.

4. Upon the Foundation's request the Grantee will provide all information relating to or developed under the grant.
5. If at any time during the fund's existence the Grantee ceases to exist or does not achieve the Purpose noted above or the Grant Activities noted above, at the sole discretion of the Foundation the fund can be repurposed to projects by other organizations.
6. Reports may be shared by the Foundation with Knight Foundation without the prior written consent of the Grantee.
7. The Foundation may withhold future payments at the Foundation's sole discretion if it has not received all required reports and/or the reports do not meet the Foundation's reporting requirements or the grant fails to achieve satisfactory progress.

#### **INTELLECTUAL PROPERTY:**

Grantee and the Foundation agree that all intellectual property (IP) rights (including copyright, patent, and any other rights) in materials arising out of or resulting from Grantee's use of the grant funds or any earning thereon (the "Public Materials") shall be owned by Grantee. Grantee acknowledges that the Foundation wishes to ensure the widest possible distribution of the Public Materials and ensure that they are and remain generally available to the public. Accordingly, Grantee hereby grants, and shall ensure that any individuals who have any IP rights in Public Materials shall grant, to the Foundation, under all IP rights of such party, a non-exclusive, transferable, perpetual, irrevocable, royalty-free, paid-up, worldwide, sublicenseable license to use or publish the Public Materials; provided, however, that the Foundation shall not exercise such rights except (a) in connection with the activities of the Foundation, and/or (b) in the event Grantee materially breaches the terms of this Agreement.

Grantee, at the Foundation's request, agrees to execute any additional documents required to affect such license. Upon Grantee's request in writing, the parties shall cooperate to identify whether any particular materials produced by Grantee constitute Public Materials; provided that Grantee and the Foundation acknowledge that Public Materials shall include all materials required to be developed as described in the applicable grant description.

In addition, upon completion of any Public Materials of a type identified below, Grantee shall make such Public Materials available free of charge to the public (such as via a public internet server with no subscription fees) under the terms identified below.

Art works and performances- Type of Award of Specific KF Initiative & License for Public Availability: Grant or Expenditure Responsibility Grant, inc. Knight Arts Challenge / CC BY-NC-ND. Attribution-Non Commercial-No Derivative license, version 3.0 Additional Terms and Conditions: None.

Exceptions to this clause must be approved by the Foundation in writing. Grantee shall not make available such Public Materials, or any derivative works of the Public Materials, under any other licensing terms, without the Foundation's prior written consent.

**TAX-EXEMPT STATUS:**

Grantee will maintain its tax-exempt status as a unit of government or a Section 501(c)(3) organization classified as a public charity under Sections 509(a)(1) or (2) current throughout the period of this grant and will comply with all applicable federal and state laws and regulations that govern the use of funds from private foundations to the Grantee organization. This includes but is not limited to the prohibition against activities described in Section 4945(d) of the Internal Revenue Code.

**BOOKS AND RECORDS:**

Grantee shall maintain its books and records, including an accurate record of the grant received and all expenses incurred under this grant, and retain such books and records for at least four years after completion of the use of this grant. Those records include a general ledger with enough detail to allow tracking of the use of Foundation funds, original invoices, bank statements, copies of checks disbursing grant funds and documentation of the business purpose of each expense.

At the Foundation's request, Grantee shall make its books and records available to the Foundation by permitting reasonable access to its files, records and personnel by the Foundation (or its designated representatives) for the purpose of making financial audits or other evaluations concerning this grant as the Foundation deems necessary. The fees and expenses of such designated representative shall be paid from the grant proceeds.

**MANAGEMENT AND INVESTMENT OF FUNDS, EARNINGS, AND APPRECIATION:**

All grant funds received, and earnings and appreciation on those funds, shall be invested in a designated account in a bank or investment firm that is a member of either the FDIC or SIPC. The investment will be in accordance with Grantee's governing documents and investment policies so long as they do not conflict with this Agreement, with the laws of the State of Florida, and with Federal laws. Earnings and appreciation on grant funds shall be used solely for the purpose of the Grant. Grantee may not assess an administrative or financial management fee unless agreed to in writing and in advance by the Foundation.

**UNEXPENDED FUNDS:**

The Miami Foundation, as fiscal sponsor for the Knight Arts Challenge, reserves the right, in its sole discretion, to discontinue funding if it is not satisfied with the progress of the grant or the content of any required written report. In the event of discontinuation or at the close of the grant, any unexpended funds shall immediately be returned to The Miami Foundation, except where The Miami Foundation has agreed in writing to an alternative use of the unused funds.

**ROYALTIES:**

Any materials produced by this grant and earnings thereon shall not provide royalties or otherwise inure to the personal benefit of individuals connected with this grant. Grantee shall not engage in any sales of such materials unless it has determined that such sales are substantially related to the charitable and educational purposes of the Grant. Any revenues realized by Grantee or any sub-grantee from any such materials must be used exclusively for this project.

**NO-COST EXTENSION:**

If needed, Grantee should submit a request for a no-cost extension to Lindsey Linzer, Director of Grants Administration, before the end of the grant period. The request should contain the reason for the extension, its length and detail how any unexpended funds would be used.

**NO GUARANTEE OF FUTURE FUNDING:**

The Grantee acknowledges that the receipt of this grant does not imply a commitment on behalf of The Miami Foundation or Knight Foundation to continue funding beyond the terms listed in this grant agreement.

**DESIGNATED CONTACT:**

The Grantee agrees to notify The Miami Foundation in writing and in advance if the Project chooses to designate a different individual than below as the Designated Representative of the grant.

If you agree to the terms and conditions of this grant agreement, please sign and return this document to The Miami Foundation via DocuSign or by emailing it to [LLinzer@miamifoundation.org](mailto:LLinzer@miamifoundation.org). Please keep a copy of the signed document for your grant files.

**Grantee Authorized Signatory:**

_____	_____
Name	Signature
_____	_____
Title	Date

**The Miami Foundation Authorized Signatory:**

Javier Alberto Soto	_____
Name	Signature
President and CEO	_____
Title	Date

All future correspondence regarding this grant should refer to **KAM7.MI08**.