

RESOLUTION No. 15-48

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 2014 SPONSORSHIP FUND OF THE MIAMI FOUNDATION IN THE AMOUNT OF \$60,000.00 FOR THE PURPOSE OF BRINGING NEW ARTISTIC PROGRAMMING TO DOWNTOWN DORAL PARK; APPROVING AN APPROPRIATION OF \$30,000.00 A YEAR FOR FISCAL YEARS 2014–2015 AND 2015–2016 IN MATCHING FUNDS FOR THE GRANT; 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 was granted \$60,000 from the John S. and James L. Knight Foundation's Knight Arts Challenge Miami 2014 Sponsorship Fund (the "Grant") to provide new world-class arts programming at Downtown Doral Park through "Art Knights at Downtown Doral Park" events (the "Events"); and

WHEREAS, the Events will cater to the diverse needs of this multi-cultural community by offering such activities as, without limitation, classical music, dance, and outdoor art, which will occur in Downtown Doral Park, a location that from its inception was geared toward the arts and cultural activities; and

WHEREAS, by offering the Events, it will bring art to life in the community—a goal that Doral is always continuously accomplishing; and

WHEREAS, the Grant is a challenge grant requiring the City to raise and/or appropriate \$60,000.00 in matching funds over the course of two (2), with \$30,000.00 due during each fiscal year; and

WHEREAS, staff has recommended that the City Council approve acceptance of the Grant, approve an appropriation of \$30,000.00 each year for two (2) years and

authorize the City Manager to enter into an agreement with The Miami Foundation for the City to receive funding to bring new artistic programming to Downtown Doral Park.

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 2014 Sponsorship Fund to the City of Doral is hereby accepted. An appropriation of \$30,000.00 a year for each fiscal year 2014–2015 and 2015–2016 is hereby approved so as to satisfy the 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.

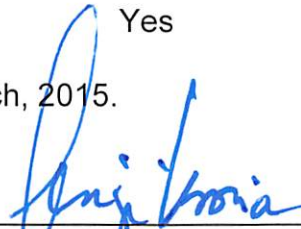
Section 4. Implementation. The City Manager and City Attorney are hereby authorized to take such additional action as may be necessary to implement the purpose and provisions of this Resolution.

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

The foregoing Resolution was offered by Vice Mayor Ruiz who moved its adoption. The motion was seconded by Councilmember Rodriguez and upon being put to a vote, the vote was as follows:

Mayor Luigi Boria	Yes
Vice Mayor Sandra Ruiz	Yes
Councilman Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes
Councilwoman Ana Maria Rodriguez	Yes

PASSED AND ADOPTED this 18 day of March, 2015.



LUIGI BORIA, MAYOR

ATTEST:



CONNIE DIAZ, INTERIM CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE SOLE USE
OF THE CITY OF DORAL



WEISS, SEROTA, HELFMAN, COLE, & BIERMAN, PL
CITY ATTORNEY

EXHIBIT “A”



200 South Biscayne Boulevard
Suite 505
Miami, FL 33131-5330
305.371.2711
miamifoundation.org

February 23, 2015

City of Doral
Ms. Vianca Peron
8401 NW 53rd Terrace
Doral, FL 33166

Dear Ms. Peron:

The Trustees of the John S. and James L. Knight Foundation have recommended a \$60,000 challenge grant to you from the Knight Arts Challenge Miami 2014 Sponsorship Fund at The Miami Foundation. Congratulations.

The grant is to provide artistic programming in West Miami-Dade through a monthly series offering classical music, dance, installations, art films and more in Downtown Doral Park.

The terms and conditions of this grant are contained in the attached grant agreement. The Miami Foundation has agreed to serve as fiscal sponsor for this grant. In addition to reporting on the performance of this grant to The Miami Foundation, Knight Foundation's Arts Program Officer Tatiana Hernandez will monitor your progress implementing the grant.

Before you take steps to publicize this grant, please review our communications resources and guidelines at www.knightcommunications.org.

Thank you.

Sincerely,

Javier Alberto Soto
President and CEO

Enclosures

cc: Tatiana Hernandez



THE MIAMI FOUNDATION
GRANT AGREEMENT for 501(c)(3) organizations
Knight Arts Challenge Miami 2014 Sponsorship Fund

Grantee: City of Doral

Approval date: September 7, 2014

Grant Amount: \$60,000

Terms: 11/1/2014 - 10/31/2017

Purpose: To provide artistic programming in West Miami-Dade through a monthly series offering classical music, dance, installations, art films and more in Downtown Doral Park.

Grant Activities:

- Partner with world-class organizations in South Florida to bring arts programming to Downtown Doral Park, located in the heart of Doral;
- Hold two annual outdoor events exhibiting dance, classical music and outdoor art;
- Grantee will blog about the work of this grant at least one a quarter on Knight Foundation's Knight Arts blog: www.KnightArts.org. Grantee will send blog posts to blog editor (artsblog@knightfoundation.org) for approval and posting to the website.

Anticipated Outcomes: The following description represents your organization's expectations for the outcomes of the funded project. Your organization agrees that these results described below are achievable and represent the terms against which your organization will judge the success of the project.

- Bring art to life in the area in ways that haven't been accomplished before.
- Offer an underserved community art programming in a nearby, accessible environment;
- Highlight the monumental sculpture "Micco" in the park alongside the art events.

Communications: The grantee is expected and encouraged to announce this grant to the media and public. The grantee agrees to follow the Knight Foundation's grantee communications guidelines as posted at knightcommunications.org, including:

- Proper use of Knight Foundation's logo (see knightlogo.org);
- Appropriate acknowledgement of Knight Foundation at grantee events and in grantee's print and online content;
- Clearing with communicationsdirector@knightfoundation.org 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 at @knightfdn and @MiamiFoundation.

Basic Grant Conditions:

1. This is a challenge grant requiring you to raise \$60,000 in matching funds with cash or firm pledges.
 - A match of \$30,000 must be raised during the period Nov.1, 2014 – Oct 30, 2015. The deadline for submitting matching documentation to The Miami Foundation is Oct 30, 2015.
 - A match of \$30,000 must be raised during the period Nov 1, 2015 – Oct 30, 2016. The deadline for submitting matching documentation to The Miami Foundation is Oct 30, 2016.
 - 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.
2. The Grantee and The Miami Foundation will agree on a Project Budget which must be approved by the



Knight Foundation. The Project Budget will be based on and may be the same as the budget contained in the Grant Documentation.

3. The end results of the Project shall be owned by the Grantee and not by The Miami Foundation or by The Knight Foundation.
4. Changes to any specific line item in the enclosed budget greater than 5% should be approved in writing by Miami Foundation prior to making the change.
5. Significant changes in project or organizational leadership should be reported to Miami Foundation within 30 days of the change.
6. As required by IRS rules, grant funds will not be used;
 - a) To carry on propaganda or otherwise attempt to influence specific legislation;
 - b) To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive;
 - c) 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.
7. 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:
 - a) capital equipment/facilities purchased,
 - b) its cost and use and
 - c) what will happen to the equipment/facilities once the grant term is complete.
8. 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.
9. Overhead expenses charged to the grant must be specified in the approved grant budget and must be supported by appropriate documentation.
10. 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.
11. The Miami Foundation has agreed to serve as fiscal sponsor for you and will be responsible for ensuring that grant funds are expended in accordance with the approved project budget.

Reports and payments:

1. The Miami Foundation will disburse a lump sum payment to you once match documentation is approved. On the report dates listed below, you will submit an expense report to The Miami Foundation. This expense report will outline how the grant has been spent in accordance with the project budget, and will have financial documentation (bank statements, receipts, copies of cleared checks, etc.) attached. If the Foundation identifies expenditures that are significantly different from approved Grant Budget, the Foundation will notify the appropriate Knight Program Director.
2. The Miami Foundation is responsible for any financial reports required by the Knight Foundation. The Miami Foundation reviews the financial report with the Grantee and documents any unusual or significant variances from the grant budget.
3. A narrative and financial progress report are due November 30, 2015 to The Miami Foundation.



4. A narrative and financial progress report are due November 30, 2016 to The Miami Foundation.
5. A narrative and financial final report are due November 30, 2017 to The Miami Foundation.
6. These reports 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. Report templates are available at <https://www.miamifoundation.org/sslpage.aspx?pid=428>
All completed reports should be sent to reports@miamifoundation.org.
7. Upon the Foundation's request the Grantee will provide all information relating to or developed under the grant.
8. 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.
9. Reports may be shared by the Foundation without the prior written consent of the Grantee.

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 in the table below under "Type of Public Material," 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 of the "License for Public Availability" identified below. Grantee's distribution of such Public Materials shall also comply with any additional terms and conditions specified 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: The Miami Foundation will keep its tax-exempt status as a recognized Section 501(c)(3) and Section 509(a) organization 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. This includes but is not limited to the prohibition against activities described in Section 4945(d) of the IRS Code and limiting the use of the grant funds to the appropriate taxable purposes as described in IRS Code section 170(c)(2)(b). Grantee 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) and 170(c)(2)(b) of the IRS Code.

In addition, Grantee will keep its tax-exempt status as a recognized Section 501(c)(3) and Section 509(a) organization 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) and 170(c)(2)(b) of the IRS Code.

Books and Records: Grantee shall maintain 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 Miami Foundation's request, Grantee shall permit 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 by Knight Foundation.

Management and Investment of Grant Funds, Earnings and Appreciation: All Grant funds must be maintained in a separate account under the following terms. Any interest earned on the investment of Grant funds must be tracked and reinvested in the separate grant account and used solely for the approved purpose of the Grant. 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 Donor.

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.

No-cost extension: If needed, Grantee should submit a request for a no-cost extension to the Miami Foundation 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.

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. Any funds realized by Grantee or any sub-grantee from product sales must be used exclusively for this project.

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 Knight Foundation, through The Miami Foundation, shall fund the project described in this Agreement. 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. Please keep a copy of the signed document for your grant files.

City of Doral

Name: _____

Signature: _____

Date: _____

The Miami Foundation

Name: _____
(Type or print name and title of person signing the acknowledgment)

Title: _____

Signed: _____ Date: _____
(Authorized signature of senior executive officer)

Please sign and return this document to:

Casey Dachs
Fiscal Relationships Officer
The Miami Foundation
40 NW 3rd Street, Suite 305
Miami, FL 33128

