

Memorandum



Date: July 21, 2026

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Agenda Item No. 3(B)(5)

Resolution No. R-591-26

Subject: Resolution Authorizing the County Mayor or County Mayor's Designee's to Receive and Expend Grants Funds from The Miami Foundation in the Amount of \$900,000.00 for the Miami-Dade County Department of Cultural Affairs

Executive Summary

This item seeks authorization for the County Mayor or County Mayor's designee to receive and expend grant funds in the amount of \$900,000.00 from The Miami Foundation. The grant is for three years, from August 1, 2026, through July 31, 2029, to support the operations and activities of the County's Department of Cultural Affairs. This item also authorizes the execution of the grant agreement and other necessary documents. This award does not require matching funds from the County.

Recommendation

It is recommended that the Board approve the attached resolution, which does the following:

- (1) Authorizes the County Mayor or County Mayor's designee to receive and expend grant funds from The Miami Foundation in the amount of \$900,000.00 for a three-year term, from August 1, 2026, through July 31, 2029; and
- (2) Authorizes the County Mayor or County Mayor's designee to execute the grant agreement and any necessary documents, provided they are approved for form and legal sufficiency by the County Attorney's Office.

Scope

The scope is countywide as the Department of Cultural Affairs supports operations and activities that serve the entire community.

Fiscal Impact/Funding

No match funding is required for this grant.

Track Record/Monitor

The Department of Cultural Affairs will be responsible for managing and monitoring the grant, which requires a narrative report and a financial report due annually by July 31.

Delegation of Authority

Upon adoption of the resolution, the County Mayor or County Mayor's designee will be authorized to: execute the grant agreement, amendments, and other documents with The Miami Foundation; and receive and expend the grant funds.

Background

The Miami Foundation has awarded the Department of Cultural Affairs \$900,000.00 to support its operations and activities. The grant will be disbursed in three annual installments of \$300,000.00.

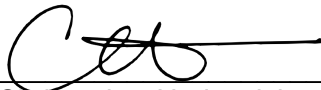
Honorable Chairman Anthony Rodríguez
and Members, Board of County Commissioners
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The County has great interest in taking advantage of these funds to support the ongoing work of the Department of Cultural Affairs to develop the local arts community.

The grant agreement includes standard provisions, including a requirement for the County to indemnify The Miami Foundation. The agreement acknowledges that acceptance of the award is contingent upon approval by the Board of County Commissioners

Attachments:

Exhibit A – Grant Agreement between Miami-Dade County and The Miami Foundation

A handwritten signature in black ink, appearing to read 'CH', is written over a horizontal line.

Christopher Hudtwalcker
Chief of Staff



**THE MIAMI FOUNDATION, INC.
GRANT AGREEMENT**

Grantee Legal Name:	Miami-Dade County		
Grant Amount:	\$900,000.00	Terms:	August 1, 2026, to July 31, 2029
Grant Purpose:	To support the operations and activities of the Miami-Dade County Department of Cultural Affairs (the "Department").		

1. Grant. This grant is in the amount of no more than nine hundred thousand dollars (\$900,000.00).
2. Grant Purposes. The Grant is to support the operations and activities of the Department, or its successor department.
3. Grant Period. Grantee must spend the full amount of the Grant in furtherance of the Grant Purposes between August 1, 2026, to July 31, 2029 (the "Grant Period"). Grantee must notify The Miami Foundation ("TMF") promptly if it expects at any time that any portion of the Grant will not be spent by the end of the Grant Period. If no adjustment to the end date of the Grant Period is agreed upon by the parties, Grantee shall repay to TMF any portion of the Grant which has not been spent by the end of the Grant Period.
4. Schedule. The Grant shall be disbursed to Grantee in installments as follows, each in TMF's ultimate discretion:

Due Date	Report Requirements	Amount Triggered
By July 31, 2026	Signed grant agreement	\$300,000.00
By July 31, 2027	- Satisfactory interim narrative report including an update on the Department's strategic planning process - Satisfactory interim financial report	\$300,000.00
By July 31, 2028	- Satisfactory interim narrative report - Satisfactory interim financial report	\$300,000.00
By July 31, 2029	- Final narrative report - Final financial report	N/A

* Note, reporting dates and requirements are subject to change. At least 60-days' notice will be given if report due dates and requirements change.

While TMF intends to disburse within 60 days of receipt of the required reporting requirements, the actual dates for the disbursements may vary depending on a number of factors and will be discussed between TMF and Grantee, although the dates of the disbursements will ultimately be determined by TMF in its sole discretion.

5. Reporting Requirements. Grantee must complete and submit to TMF written reports describing Grantee's activities in furtherance of the Grant Purposes and reporting on Grantee's compliance with the



terms of this Agreement in the form of the Grant Report Form. The grant reports will be due according to the reporting schedule outlined in the table above.

Subject to Florida public records laws, Grantee must also provide such additional reports and/or information as TMF reasonably requests related to the use of the Grant, this Agreement, or Grantee's activities in furtherance of the Grant Purposes. Grantee must also keep a record of the expenditures of the Grant funds for at least four (4) years and make such records available to TMF, if TMF so requests, at reasonable times. At TMF's request, Grantee shall permit TMF (or its designated representatives) to have reasonable access to its files, records, and personnel for the purpose of conducting such financial audits or other evaluations concerning the Grant and/or compliance with the terms of this Agreement as TMF deems necessary or appropriate. The fees and expenses of any such audit or evaluation shall be paid by TMF.

6. Prohibited Use of Grant/No Earmarking. Grantee shall not use any portion of the Grant to (a) participate or intervene in any political campaign on behalf of, or in opposition to, any candidate for public office; (b) cause any private inurement or improper private benefit to occur; (c) induce or encourage violations of law or public policy; (d) take any other action inconsistent with IRC Section 501(c)(3) or for any purpose other than a charitable, educational, or scientific purpose within the meaning of IRC Section 170(c)(2)(B); or (e) to carry on, directly or indirectly, any voter registration drive within the meaning of IRC Section 4945(d)(2). The Grant is not earmarked to be used to attempt to influence legislation or engage in lobbying, or for regranteeing to specific individuals or organizations. Grantee shall be solely responsible for ensuring that all such use complies with applicable law and the terms of this Agreement.

7. Right to Modify, Terminate, or Revoke. TMF reserves the right to discontinue, modify, or withhold any payments to be made under this Agreement, to terminate this Agreement, and/or to require a total or partial refund of any portion of the Grant if, in TMF's sole discretion, such action is necessary because: (a) Grantee has not fully complied with the terms and conditions of this Agreement; (b) the Grant Purposes have been jeopardized; or (c) the Grant or Grantee's use of the Grant are not in compliance with the requirements of any law or regulation applicable to Grantee, TMF, or the Grant. If TMF decides to terminate this Agreement or otherwise determines it to be appropriate, TMF may demand the return of all or part of the Grant remaining in Grantee's possession and/or not properly spent consistent with this Agreement. In the event of such demand, Grantee shall immediately repay the requested funds to TMF. TMF shall have no liability with respect to the Grantee as a result of the termination of this Agreement or the required return of any portion of the Grant in accordance with this Section. The rights and obligations of the parties pursuant to this Agreement shall survive the termination, rescission, or expiration of this Agreement.

8. Representations and Warranties. Grantee represents and warrants that it possesses all governmental franchises, licenses, certificates, permits, authorizations, and approvals necessary for it to perform its obligations under this Agreement. Grantee further represents and warrants that it has complied, and will continue to comply during the Grant Period, in all material respects with, and is not in violation, and will not become in violation during the Grant Period, in any material respect of, any federal, state, or local law, ordinance, or regulation applicable to Grantee's ability to perform its obligations under this Agreement.

9. Publicity. Except as otherwise required by federal, state, or local law or regulation, Grantee agrees not to acknowledge TMF or any of its donors as a grantor in any communications connected with the Grant unless explicitly approved. TMF also expressly agrees and understands that the Grantee is subject to Florida public records laws and that acceptance of this grant award is contingent upon the approval by the Miami-Dade County Board of County Commissioners.



10. Required Notification. Grantee is required to provide TMF with immediate written notification of: (a) Grantee's inability or anticipated inability to spend the entire Grant for the Grant Purposes during the Grant Period; (b) any expenditure of the Grant made for any purpose other than the Grant Purposes or otherwise inconsistent with the terms of this Agreement; and (c) any other material change with respect to the matters covered by Grantee's representations, warranties, and assurances to TMF contained herein.

11. Indemnification. Grantee hereby irrevocably and unconditionally agrees to defend, indemnify, and hold harmless TMF and its officers, directors, trustees, employees, and agents from and against any and all claims, losses, damages, expenses (including reasonable attorneys' fees and costs), and liabilities directly, indirectly, wholly, or partially arising from or related to any act or omission of Grantee or its officers, directors, trustees, employees, or agents. Nothing herein is intended to serve as a waiver of sovereign immunity by the Grantee. Nothing herein shall be construed to extend the Grantee's liability beyond that provided in section 768.28, Florida Statutes. Nothing herein shall be construed as consent by the Grantee to be sued by third parties in any matter arising out of this Agreement. The provisions of this section survive the termination or expiration of this Agreement.

12.

12. Miscellaneous. This Agreement shall not be deemed to create any relationship of agency, partnership, or joint venture between the parties hereto, and Grantee shall make no such representation to anyone. In making the Grant, TMF does not assume any liability or responsibility for the actions of Grantee in carrying out the Grant Purposes or otherwise. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida without reference to its conflict of law's provisions. The parties agree that all arbitrations, actions, suits, or proceedings arising in connection with this MOU shall be brought and litigated exclusively in any state or federal court located in the City of Miami and County of Miami-Dade, Florida. This Agreement (including any Exhibits attached hereto, which are hereby incorporated by reference) constitutes the entire agreement with respect to the subject matter hereof and shall supersede any prior or contemporaneous oral or written agreements, understandings, or communications or past courses of dealing between TMF and Grantee with respect to the subject matter hereof. This Agreement may not be amended or modified, except in a writing signed by duly authorized representatives of both parties. Neither this Agreement nor any other statement, oral or written, express or implied, nor the making of any contribution or grant to Grantee, shall be interpreted to create any pledge or commitment by TMF or by any related person or entity to make any other grant or contribution to Grantee or any other entity for the Grant Purposes or any other program. The Grant shall be a separate and independent transaction from any other transaction between TMF and Grantee or any other entity.

13. Acceptance by Grantee. The undersigned representative of Grantee certifies that they are duly authorized to accept the Grant on behalf of Grantee and to obligate Grantee to observe all terms and conditions placed on the Grant.



MIAMI-DADE COUNTY

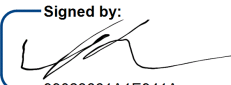
By: _____

Name: _____

Title: _____

Date: _____

THE MIAMI FOUNDATION

Signed by:

By: _____
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Name: Rebecca Fishman Lipsey

Title: President and CEO

Date: 7/6/2026

Memorandum



Date: July 7, 2026

To: Honorable Chairman Anthony Rodriguez
Board of County Commissioners

From: Ashlee Thomas, Interim Director, Department of Cultural Affairs

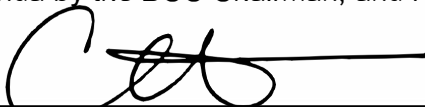
Ashlee Thomas

Subject: Request to Process Late Departmental Agenda Item

I am requesting that the following item be placed on the July 21, 2026 Board of County Commissioners meeting.

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO RECEIVE AND EXPEND GRANT FUNDS FROM THE MIAMI FOUNDATION IN THE AMOUNT OF \$900,000.00 FOR THE MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS, TO EXECUTE THE GRANT AGREEMENT AND OTHER DOCUMENTS NECESSARY TO RECEIVE THE GRANT FUNDS, AND TO EXERCISE ALL PROVISIONS CONTAINED THEREIN

Although this item has not met the deadline noticed and has been provided to the Agenda Coordination Office late, it is important the item moves forward with the requested timeline as the grant funds are awarded beginning August 1, 2026, leaving a limited window to accept the funds in the current fiscal year, due to the August recess. Waiting until the September Commission Meeting will require these funds to be accrued and not used in the current fiscal year, as was intended by the grant. Please process the item notwithstanding that the 4-day rule may be applicable to it. I am aware that this item is subject to approval for placement on the agenda by the BCC Chairman, and review by the Office of the County Attorney.



Approved by Mayor or Mayor's Designee

Christopher Hudtwalcker
Print Name



Approved by Legislative Director or Designee

Demetria Henderson
Print Name

c: Geri Bonzon-Keenan, County Attorney
CAOagenda@miamidade.gov
Eugene Love, Agenda Coordinator



MEMORANDUM

(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: July 21, 2026

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 3(B)(5)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☒ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, CDMP 7 votes (majority of membership) ____, CDMP 2/3 members present but not less than 7 votes (majority of membership) ____, CDMP 9 votes (2/3 membership) ____) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved David L. Levine Mayor
Veto _____
Override _____

Agenda Item No. 3(B)(5)
7-21-26

RESOLUTION NO. R-591-26

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO RECEIVE AND EXPEND GRANT FUNDS FROM THE MIAMI FOUNDATION IN THE AMOUNT OF \$900,000.00 FOR THE MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS, TO EXECUTE THE GRANT AGREEMENT AND OTHER DOCUMENTS NECESSARY TO RECEIVE THE GRANT FUNDS, AND TO EXERCISE ALL PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying County Mayor's memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board authorizes the County Mayor or County Mayor's designee to receive and expend grant funds from the Miami Foundation in the amount of \$900,000.00 for a three-year term to support the operations and activities of the Miami-Dade County Department of Cultural Affairs. The grant funds shall be expended solely for the purposes authorized by the grant agreement. Such purposes include but are not limited to overhead expenses, marketing, supplies, and other administrative expenses. The grant agreement terms prohibit the regranting of funds to specific individuals or organizations. Any proposed allocation of grant funds to a specific event, program, or initiative shall require prior Board approval. All grant expenditures must comply with existing Board policies.

Section 2. This Board authorizes the County Mayor or County Mayor's designee to execute the grant agreement in substantially the form attached to the County Mayor's memorandum as Attachment A, as well as any other documents necessary to receive the funds, and to exercise all provisions contained in the grant agreement and any other necessary documents.

The foregoing resolution was offered by Commissioner **Vicki L. Lopez**,
 who moved its adoption. The motion was seconded by Commissioner **Natalie Milian Orbis**
 and upon being put to a vote, the vote was as follows:

Anthony Rodríguez, Chairman	aye		
Kionne L. McGhee, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Sen. René García	aye	Oliver G. Gilbert, III	aye
Roberto J. Gonzalez	aye	Keon Hardemon	absent
Danielle Cohen Higgins	aye	Vicki L. Lopez	aye
Natalie Milian Orbis	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 21st day of July, 2026. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
 BY ITS BOARD OF
 COUNTY COMMISSIONERS

JUAN FERNANDEZ-BARQUIN, CLERK



By: **Basia Pruna**
 Deputy Clerk

Approved by County Attorney as
 to form and legal sufficiency.

mjs

Melissa M. Gallo
 Melanie J. Spencer