

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

<input type="checkbox"/> <u>New contract</u>	<input type="checkbox"/> <u>OTR</u>	<input type="checkbox"/> <u>CO</u>	<input type="checkbox"/> <u>SS</u>	<input checked="" type="checkbox"/> <u>BW</u>	<input type="checkbox"/> <u>Emergency</u>	Previous Contract/Project No. N/A
<input type="checkbox"/> <u>Re-Bid</u>	<input type="checkbox"/> <u>Other</u>	LIVING WAGE APPLIES: <u> </u> YES <u> </u> NO				

Requisition/Project No: RQPR1900004

Term Of Contract: One-Time Purchase

Requisition/Project Title: 1st Annual Miami Smooth Jazz Festival

Description: It is in the best interest of the County to select Empowerment, Inc. to provide management of the First Annual Miami Smooth Jazz Festival to be held April 5-6, 2019 at Zoo Miami. The jazz festival is scheduled for April 5-6, 2019, as such, time is of the essence to make advanced payments to reserve artists and begin the promotion and advertising for the festival. As such, PROS will waive competition and award this contract to Empowerment, Inc. in order to move forward with the First Annual Miami Smooth Jazz Festival. Empowerment, Inc. has extensive experience in providing unique and specialized services for the production of jazz festivals in the US.

User Department(s): Miami-Dade County Parks, Recreation & Open Spaces

Issuing Department: Procurement

Contact Person: Tyrone White

Phone: 305-375-3835

Estimated Cost: \$200,000.00

Funding Source: General Fund

Revenue Generating: N/A

ANALYSIS

Commodity/Service No: 91875			
Trade/Commodity/Service Opportunities			
Contract/Project History of Previous Purchases For Previous Three (3) Years Check Here if this is a New Contract/Purchase with no Previous History			
	<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>
Contractor:			
Small Business Enterprise:			
Contract Value:			
Comments:			
Continued on another page (s): <u> </u> Yes <u> </u> <u>X</u> No			

RECOMMENDATION: NO MEASURE

Basis of Recommendation:
Due to the fact that competition will be waived (bid waiver).

Signed: Tyrone White

Date to SBD: 12-14-2018



INTERNAL SERVICES DEPARTMENT
PROCUREMENT MANAGEMENT SERVICES

Justification/Input Document for Non-Competitive Acquisition

It is the policy of Miami-Dade County to consistently purchase goods and services using full and open competition. The citizens of Miami-Dade County are best served when we make sound business decisions based on competitive bids or proposals. Early acquisition planning that includes consultation with Internal Service Department's procurement staff can help avoid delays and facilitates effective market research. However, there may be instances when other than full and open competition may be justified. When a user department(s) determines that other than full and open competition is necessary or in the best interest of the County, appropriate justification for that course of action must be submitted to ISD for approval and execution in order to waive the competitive bid/proposal process.

Please provide the information requested below to support the need and feasibility for waiving the competitive bid/proposal process:

Department:	Miami-Dade Parks, Recreation and Open Spaces Department (PROS)		
Contact Person:	David Livingstone	Phone Number:	305-755-7824
Requisition No.:	RQPR1900004	Estimated Value:	200,000
Proposed Vendor:	Empowerment Incorporated		
Previous Contract Number:	None	Previous Contract Value:	n/a

Purpose of the Purchase

Please describe your minimum requirements and the benefits of making the acquisition.

The first annual Miami Smooth Jazz Festival will be held on April 5-6, 2019 at Zoo Miami. The festival will bring national jazz artists and jazz enthusiasts to Miami. The festival will be donating 10% of ticket sales to identified organizations. Additional information on the requirements for artists and logistics for the festival are listed in Exhibit B, attached.

Best Interest of the County / Uniqueness of Product

Please provide a detailed description as to why a waiver of formal bidding is in the County's best interest (e.g., product standardization, compatibility, proprietary access or distributorship, how vendor is uniquely qualified to provide the needed product or service, etc.). Please note that a lack of advance planning is not an acceptable justification for a non-competitive acquisition.

Empowerment Incorporated has extensive experience providing specialized services in providing previous jazz festivals in Birmingham, AL in 2014, 2015, 2016 and 2017, and Orlando FL in 2017 as described in Exhibit B. Funds of \$200,000 for the jazz festival were approved as part of the Parks, Recreation and Open Spaces Department (PROS) budget for fiscal year 2018-19 and are budgeted in Zoo Miami's index code PREMETS558000, sub-object 22430.



INTERNAL SERVICES DEPARTMENT
PROCUREMENT MANAGEMENT SERVICES

Market Research

Please describe your market research and the results thereof. This should include a description of other, similar sources or products available in the market if any and why they are not acceptable.

Board approved Resolution No. R-320-18 (Exhibit C) allows the waiver of the competitive bid process for payment for professional performers, artists, exhibitions and associated expenses, up to \$125,000 per performance or exhibit / event. This performance agreement (Exhibit A) is for \$200,000, therefore R-320-18 does not apply to this agreement. While advance planning for performers and programs is a priority for the Parks, Recreation and Open Spaces Department (PROS), it is also important to be able to identify and react quickly to programming opportunities as they become available. The jazz festival is on April 5-6, 2019, therefore time is of the essence to make advance payments to reserve artists and begin the promotion and advertising for the festival.

Proposed Actions

Please describe the actions the department will take to overcome the present barriers to competition prior to any future acquisitions of this product or service.

PROS will continue to monitor the music industry for jazz festival organizers. PROS requests that a bid waiver be issued to Empowerment Incorporated in order to move forward with the First Annual Miami Smooth Jazz Festival. In keeping with County procurement policies, staff will continue to make every effort to use existing qualified vendors and/or obtain multiple quotes whenever possible as it relates to securing the equipment, materials and other necessary items related to the jazz festival to be held at PROS' Zoo Miami.


Department Director's Approval

12.13.18.
Date Approved

Memorandum



Date: November 29, 2018

To: Tara C. Smith
Director
Internal Services Department

From: Maria I. Nardi *M.I.N.*
Director
Miami-Dade Parks, Recreation and Open Spaces Department

Subject: Performance Agreement for First Annual Miami Smooth Jazz Festival,
April 5-6, 2019 at Zoo Miami

Recommendation

It is recommended that you approve the Agreement (Exhibit A) totaling \$200,000 to Empowerment Inc. for the First Annual Miami Smooth Jazz Festival to be held on April 5-6, 2019 at Zoo Miami. It is in the best interest of the County to select Empowerment, Inc. to provide management of the First Annual Miami Smooth Jazz Festival, and as such, is also recommended that the requirements of Implementing Order (I.O.) 3-38 and competitive bidding procedures for the purchase of goods and services pursuant to Section 2-8.1 of the County Code and Section 5.03(D) of the Home Rule Charter be waived. The Internal Services Department Director has the authority to award bid waiver and sole source contracts up to \$250,000 per I.O. 3-38.

Scope

The First Annual Miami Smooth Jazz Festival will be held on April 5-6, 2019 at Zoo Miami, located at 12400 SW 152 Street, Miami, FL 33177 in County Commission District 9, which is represented by Commissioner Dennis C. Moss; however, the Smooth Jazz Festival has a countywide impact.

Fiscal Impact/Funding Source

The total fiscal impact from this Agreement is \$200,000. County funds are budgeted in the Parks, Recreation and Open Spaces Department's Zoo Miami index code PREMETS58000.

Track Record/Monitor

The Agreement will be monitored by Eric Kaminsky, Zoo Business Manager.

Background

This bid waiver seeks to authorize payment totaling \$200,000 as listed in the attached Agreement for services rendered by Empowerment, Inc. in connection with the First Annual Miami Smooth Jazz Festival on April 5-6, 2019. The current approved Board of County Commissioners resolution, R-320-18, waives formal bid procedures for payments to performers and/or artists engaged to perform or exhibit at PROS and Department of Cultural Affairs facilities, and the limit for a performance agreement is a maximum of \$125,000 per event, exhibit or performance.

Empowerment, Inc. has extensive experience providing unique and specialized services for the production of jazz festivals in the United States, including jazz festivals in Orlando, Florida and Birmingham Alabama (Exhibit B).

Attachments

c: Michael Spring, Senior Advisor, Office of the Mayor

EXHIBIT A

AGREEMENT BETWEEN

MIAMI -DADE COUNTY, FLORIDA - PARKS, RECREATION, AND OPEN SPACES DEPARTMENT
and
EMPOWERMENT INCORPORATED
(Agency)

This AGREEMENT by and between MIAMI-DADE COUNTY, FLORIDA- PARKS, RECREATION, AND OPEN SPACES DEPARTMENT ("Miami Dade County" or "Presenter") and **Empowerment, Incorporated** ("Agency" and, together with the Presenter the "Parties") is effective as of **November 15, 2018**.

ARTICLE I

DESCRIPTION OF AGREEMENT

1. Agency Name and Address: Empowerment Incorporated
118 Huntingdon Place
Birmingham Alabama, 35242
2. Date(s) and Time(s) of Use: April 5 and 6, 2019
3. Description of Event or Service: First Annual Miami Smooth Jazz Festival

Agency shall: Provide management and execution of the First Annual Miami Smooth Jazz Festival

Presenter shall: Provide venue, Miami Dade Police and Miami-Dade Fire Rescue Services
4. Location: Zoo Miami
12400 SW 152 Avenue, Miami FL, 33177
5. Fee: \$200,000.00
6. Payment Terms: See Attachment A for payment terms and details

\$200,000.00 by November 15, 2018

ARTICLE II

GENERAL CONDITIONS

1. **Parties:** The parties to this Agreement are the Agency listed in Article I., and Miami-Dade County, Florida, a political subdivision of the State of Florida.

2. **Liability and Indemnification:** It is expressly understood and intended that the Agency is not an officer, employee or agent of Miami-Dade County, its Board of County Commissioners, its Mayor, or Parks, Recreation, and Open Spaces Department. Further, for purposes of this Agreement, the project or activity, the parties hereto agree that the Performer, its officers, agents and employees are independent contractors.

The Agency shall take all actions as may be necessary to ensure that its officers, agents, employees, assignees and/or subcontractors shall not act as nor give the appearance of that of an agent, servant, joint venture, collaborator or partner of Miami-Dade County, its Board of County Commissioners, its Mayor, Parks, Recreation, and Open Spaces Department or its employees. Agency shall not include its name, logo, or any other symbol associated with Agency in any marketing/promotional materials, advertisements, or communications regarding the Event or Service. Agency may, however, identify Cedric Allen (by name only) as the contact person and smooth jazz festival manager for the Event or Service.

The Agency agrees to be responsible for all work performed and all expenses incurred in connection with the project. The Agency may subcontract as necessary to perform the services set forth in this agreement, including entering into subcontracts with vendors for services and commodities, provided that it is understood by the Agency that Miami-Dade County shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Agency shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

The Agency shall indemnify and hold harmless the Miami-Dade County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which Miami-Dade County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, law suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Agency or its employees, agents, servants, partners, principals or subcontractors. Agency shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of Miami-Dade County, where applicable including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. Agency expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Miami-Dade County or its officers, employees, agents and instrumentalities as herein provided.

The Agency agrees to deduct, pay and remain solely responsible for any necessary workman's compensation insurance premiums, income taxes, required withholdings, unemployment insurance premiums, agent's fees or commissions, or union dues arising out of the performance of Agency's obligations arising under this Agreement and/or the attached Rider (Attachment A), and Agency will hold Miami-Dade County harmless against any such expenses, fees, commissions, and/or alleged violation(s) or any local ordinances, codes, statutes and/or regulations, as well as against any claim(s) by any Union(s) and/or Agent(s) for benefits, fees, commissions, dues, or other payments arising out of or resulting from the performance contemplated herein.

3. **Agency Obligation:** Unless otherwise agreed by the parties in writing, Agency shall provide all necessary equipment for the First Annual Miami Smooth Jazz Festival at Agency's sole expense.

Miami-Dade County is not responsible for any equipment unless otherwise specifically provided for in this Agreement. Agency shall be prepared to begin the First Annual Miami Smooth Jazz Festival precisely at the date and time set forth on the attached Rider. Any required setup shall be completed by Agency in advance of said date and time.

4. **Assignment:** The Agency is not permitted to assign this agreement or any part without prior and mutual consent of both parties, and any purported assignment will render this Agreement null and void and subject to immediate rescission of the Agreement and reimbursement by the Agency of any expenditures incurred by Miami-Dade County under the conditions of this Agreement.

5. **Compliance with Laws:** It shall be a contractual obligation of the contract hereunder, that during the term of this Agreement, the Agency agrees to abide by and be governed by all applicable federal, state and county laws and terms of Miami-Dade County and the Parks, Recreation, and Open Spaces Department, including but not limited to Miami-Dade County's Ordinances, Resolutions, sections of the Miami-Dade County Code and federal laws. The Agency has certifiably indicated compliance to these laws, ordinances and resolutions by properly executing the affidavits attached hereto as "Exhibit A." (See Affidavits for specific provisions and declarations described.)

The Agency represents and warrants that in performing its obligations under the Agreement and the attached Rider it is not and will not be infringing upon any property right, patent right, or other legal right of any person or entity; and, if any suit is brought or claim is made by anyone alleging that Agency (or anyone in conjunction with the ownership or presentation of the First Annual Miami Smooth Jazz Festival by Agency) is infringing upon or violating any property right, patent right or other legal right by performing the services contemplated herein, then Agency will indemnify, defend and hold harmless Miami-Dade County against and from any and all loss, claim, damage, cost, attorneys fees or other loss whatsoever.

6. **Remedies:** In the event the Agency shall fail to materially conform with any of the provisions of this Agreement, and/or its attachments, the Department Director may withhold or cancel all, or any, unfilled terms of the Agreement upon giving five (5) calendar days written notice to the Agency, and the County shall have no further obligation to the Agency under this Agreement. Further, in the event of a material breach of any term or condition of the Agreement, upon five (5) calendar days written demand by the Department Director, the Agency shall repay to Miami-Dade County all portions of expenditures which have been disbursed by Miami-Dade County of behalf of the Agency in accordance with and under the terms of this Agreement.

Funds which are to be paid to Miami-Dade County pursuant to this section or other sections in this Agreement, are to be paid by delivering to the Department Director or his designee, a certified check for the total amount due payable to Miami-Dade County Board of County Commissioners.

These provisions do not waive or preclude Miami-Dade County from pursuing any other remedy that may be available to it under the law.

7. **Indulgence Will Not Be A Waiver of Breach:** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement shall not be deemed to constitute a waiver of the provision or any portion of this Agreement either at the time the breach or failure occurs or at any time throughout the term of this Agreement.

8. **Written Notices:** Any written notices required under this agreement will be effective when delivered in person or upon the receipt of certified letters addressed to the Agency at the address specified in Article 1.1 of this Agreement, and to the Department Director when addressed as follows: Department Director, Parks, Recreation, and Open Spaces Department, 275 NW Second Street, Miami, Florida 33128.

9. **Force Majeure:** If an act of God, nature, war, riots, epidemics, strikes, an act (or order) of

Public authority, on-sight mechanical difficulties (e.g., a power failure) or other legitimate causes beyond the control of the parties should render the First Annual Miami Smooth Jazz Festival contemplated by this Agreement and the attached Rider impossible; the parties shall not be liable to one another for any damages they sustain. In such an event, the parties shall attempt to reschedule the First Annual Miami Smooth Jazz Festival for another mutually convenient date and time. If rescheduling is not possible, then this Agreement shall become null and void upon either party's written notification to the other at its last known address. In such an event, neither party shall have any other or further obligation to the other arising out of this Agreement and/or this Rider.

10. **Cancellation of First Annual Miami Smooth Jazz Festival:** If the First Annual Miami Smooth Jazz Festival is canceled or a change of date is required by the Agency for any reason other than those set forth in Paragraph 9 above, then the Agency agrees to reimburse Miami-Dade County for its bona fide out-of-pocket expenses.

11. **Miami-Dade County Policies:** If any actions by Agency or Agency's employees, Performers, agents, servants, or representatives are in conflict with any policies, rules or regulations of Miami-Dade County while Agency is on Miami-Dade County's property, and Agency or its employees, agents, servants or representatives fail or refuse to correct the same upon verbal notification by Miami-Dade County, then Miami-Dade County shall have the right to immediately terminate the First Annual Miami Smooth Jazz Festival and cancel this Agreement and this Rider with no liability whatsoever. Agency(s) and Agency's employees, Performers, agents, servants and representatives shall not be under the influence of any narcotics or illegal substance at any time while on Miami-Dade County's property. Further, Performers shall not be under the influence of any intoxicating substance at anytime during Performer's performance. Any violation of this provision will result in immediate termination of this Agreement and this Rider by Miami-Dade County with no liability whatsoever.

12. **Damage to Property:** Any damage to Miami-Dade County's property or any rented equipment which results from the acts or omissions of Agency and/or its employees, agents, servants, representatives or contractors shall be the responsibility of Agency and payment for any such damage shall be made by Agency within thirty (30) days of written notification of the damage by Miami-Dade County.

13. **Authorized Representative:** In signing this Agreement, the undersigned parties hereby represent and warrant that they are duly authorized representatives of the person or entity for which they sign and legally entitled to enter binding contracts on its behalf; that they have read this entire document; that they understand the terms and provisions of this document; that they know this document will affect their legal rights and/or those of the person or entity they represent; and that they have signed this document knowingly and voluntarily.

14. **Required Performers:** Since the essence of this Agreement concerns the specific individuals and the unique personalities and talents of Agency, Miami-Dade County will only pay the fee specified in this Agreement if the Performers(s) performing is, in fact, the specific Performer(s) agreed upon. If in the case of a group, the entire group does not perform, or if the Performer is not the Performer specified in this Agreement, payment of the fee shall not be required unless Agency has notified Miami-Dade County of the change in advance of the First Annual Miami Smooth Jazz Festival and Miami-Dade County has agreed, in writing, to allow the group to perform with less than the entire group or with performers other than those contemplated when this Agreement was executed.

All of the terms and provisions of this Agreement shall be enforceable irrespective of whether the Performer is being compensated or is performing free of charge, such as in the case of a benefit performance.

15. **Captions Used in This Agreement:** Captions as used in this Agreement, are for convenience of reference only and should not be deemed or construed as in any way limiting or extending the language or provisions to which such captions may refer.

16. **Entire Agreement:** This Agreement, including its special conditions and Exhibits, represents the whole and total agreement of the parties. No representations, except those contained within this Agreement and its attachments, are to be considered in construing its terms. No modifications or amendments may be made to this Agreement unless made in writing, signed by both parties, and approved by appropriate action by the Miami-Dade County Board of County Commissioners and Mayor. In the event of any conflict, inconsistency or incongruity between the terms of this Agreement and the attached Rider, or between this Agreement and any other Agreement or Rider concerning the subject matter hereof, the terms and provisions of this Rider shall in all respects govern and control.

17. **Governing Law:** This Agreement and the interpretation of its terms shall be governed by The Laws of the State of Florida, without application of conflicts of law principles. Venue for any judicial, administrative or other action to enforce or construe any term of this Agreement or arising from or relating to this Agreement shall lie exclusively in Miami, Florida.

ARTICLE III

INSURANCE

The Vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Vendor or its employees, agents, servants, partners principals or subcontractors. The Vendor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The Vendor shall furnish to the Miami-Dade Parks, Recreation and Open Spaces Department, 275 NW 2nd Street, Room 555, Miami, FL 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Vendor as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division or the company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY, 111 NW 1st STREET, SUITE 2340, MIAMI, FL 33128

ARTICLE IV

TERMINATION

If, for any reason, the Agency shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or should violate any of the covenants, agreements, or stipulations of this Agreement, Miami-Dade County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

Notwithstanding the above, the Agency shall not be relieved of liability to Miami-Dade County by virtue of any breach of the Agreement by the Agency, and Miami-Dade County may withhold any payments due to the Agency until such time as the exact amount of damages due to Miami-Dade County from the Agency, is determined.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement:

ATTEST:

MIAMI-DADE COUNTY, FLORIDA on

The 5TH day of December, 2018

Signature:

Cedric Allen Pres.

BY: Dena C. Smith

Printed Name:

Cedric Allen

PARKS, RECREATION, AND OPEN SPACES
DEPARTMENT (PRESENTER):

Federal ID #:

63-1242259

Or,

SS#:

Maria I. Nardi
Maria I. Nardi, Director

Parks, Recreation, and Open Spaces Department

Approved for form and Legal sufficiency:

[Signature]
Assistant County Attorney,
Miami-Dade County

Carol Kruse
Carol Kruse, Zoo Miami Director
Parks, Recreation, and Open Spaces Department

Agreement with Empowerment, Incorporated Attachment A

Empowerment, Incorporated (Agency) shall provide management of the First Annual Smooth Miami Jazz Festival on April 5 and 6, 2019.

Management services shall include, the following:

- Artists, artist transportation, hotels
- stage / lighting / backline / generators
- tables & chairs
- video production; advertising – radio stations / tv /social media
- T-shirts
- Insurance
- Food
- Beverages - soda / water / spirits
- Equipment
 - Golf carts
 - Credit card scanners
 - Port-o-lets
 - Barricades
 - Drivers

Payment for Performance Agreement:

Under this Performance Agreement, Agency will be paid a Management fee of \$200,000.00 for services provided as outlined in Attachment A.

Payment Schedule:

\$200,000.00 by November 15, 2018

Payments are not subject to the Miami-Dade County User Access Program (UAP) fee of 2% per invoice.

Within 60 days after the Miami Smooth Jazz Festival, Agency shall be required to provide a detailed report, along with all supporting documentation requested by PROS on the implementation of the festival including but not limited to the attendance, the artists who performed, photos from the event, any major problems encountered and how they were addressed; and a detailed report with supporting documentation and back up documentation on how the County funding in the amount of \$200,000.00 was spent.

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. EMPOWERMENT, INCORPORATED		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=Corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input checked="" type="checkbox"/> Other (see instructions) ▶ 501 (c)3 - Nonprofit	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions. 118 Huntingdon Place	Requester's name and address (optional)	
6 City, state, and ZIP code Birmingham, Alabama 35242		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-				-		
or									
Employer identification number									
6	3	-	1	2	4	2	2	5	9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ▶

Cedric Allen

Date ▶

3/29/2018

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Finance Department
111 NW 1st Street, Suite 2620
Miami, Florida 33128
www.miamidade.gov/finance



BUSINESS/ENTITY INFORMATION FORM

Please type or complete in ink.

Internal Services Department,
Procurement Management
111 NW 1st Street, Suite 1300
Miami, Florida 33128
www.miamidade.gov/procurement

Prospective vendors are required to complete a Vendor Information Form for all transactions covered under Ordinance 10-47 and 14-97, amending Section 2-8.1 of the Code of Miami-Dade County. If the firm has been approved as a registered vendor by completing the new Vendor Registration Package in compliance with Section 2-8.1(d)(3) of the Code, this form is not required.

TO BE COMPLETED BY MIAMI-DADE COUNTY DEPARTMENT:

Parks, Recreation and Open Spaces

305-755-7824

Department
David Livingstone

Title
Asst. to the Director

Telephone Number

E-mail Address
DEL@miadade.gov

Services to be provided under Ordinance 10-47 and 14-97

<input checked="" type="checkbox"/>	Performances	<input type="checkbox"/>	Cable and Satellite Services	<input type="checkbox"/>	Shipment of Animals
<input type="checkbox"/>	Honorariums	<input type="checkbox"/>	Video Conferencing Services	<input type="checkbox"/>	Anti-Venom Purchases
<input type="checkbox"/>	Training Services	<input type="checkbox"/>	Dental Services for Inmates	<input type="checkbox"/>	Purchases of Land
<input type="checkbox"/>	Historical preservation	<input type="checkbox"/>	Tutoring Services	<input type="checkbox"/>	Car Leases for County Officials
<input type="checkbox"/>	Rehabilitative Services	<input type="checkbox"/>	Animal Medication Purchases	<input type="checkbox"/>	Animal Placement/Rescue Services and License Veterinary Services

TO BE COMPLETED BY THE BUSINESS/ENTITY

1. NAME OF BUSINESS/ENTITY:

Enter the name of the entity, individual(s), partners, or corporation; followed by any other name used to do business (DBA). This business name shall appear on all invoices submitted to the County.

Empowerment Incorporated
Name of Entity, Individual(s), Partners or Corporation

Doing Business As (DBA) (If same as above leave blank)

2a. BUSINESS ADDRESS:

Enter the physical address for the main office.

Birmingham
City

118 Huntingdon Place
Street Address
Alabama
State

35242
Zip Code

2b. PAYMENT REMITTANCE ADDRESS:

Enter the company/entity's address where payment of invoices is to be mailed, if different from business address.

Street Address (or P.O. Box)

City

State

Zip Code

3. CONTACT PERSON/ INFORMATION:

Enter your firm's contact person's name and title

☒ Mr. ☐ Ms. ☐ Mrs.

Cedric
First Name
President

MI

Allen
Last Name

Title

N/A

(205) 901-6263

Telephone Number

Fax Number

e-powerinc@bellsouth.net

E-mail Address

4. **North American Industry Classification System (NAICS)**
The North American Industry Classification System (NAICS) is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy

<input checked="" type="checkbox"/>	NAICS CODE	813219
-------------------------------------	------------	--------

If you are an individual without a NAICS Code, please leave this section blank.

5. ☒ **I have attached a W-9 statement, as required. (W-9 Instructions are attached.)**
A W-9 statement is required for processing payments. If you utilize a Social Security Number on this form, please be aware of the following information concerning the use of the Social Security Number.

Effective October 1, 2007, the Florida Legislature adopted new requirements under Section 119.071(5) of the Florida Statutes, relating to the collection and dissemination of Social Security Numbers by all "Agencies" in Florida. Under the new requirements, an agency may not collect an individual's Social Security Number unless the agency has stated in writing the purpose for its collection.

Please be aware that the Internal Services Department, Procurement Management (County) collects Social Security Numbers from individuals, in lieu of a Federal Employer Identification Number (FEIN), if a FEIN has not been issued by the Internal Revenue Service for the individual/firm registering as an organization (vendor) or submitting an Organizational Certification with the County. In order to establish a file for your firm, you must provide your firm's Federal Employer Identification Number (FEIN). If no FEIN exists, the Social Security Number of the owner or individual must be provided.

This number becomes your "Organizational Certification Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that PM requests the Social Security Number for the following purposes: a) Identification of individual account records, b) To make payments to individual/organizations for goods and services provided to Miami-Dade County, c) Tax reporting purposes and/or d) To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records.

If you have any questions concerning the use of your Social Security Number, you may contact the Internal Services Department, Procurement Management, Vendor Services Section at (305) 375-5773.

AFFIRMATIONS AND SIGNATURES

I, attest under penalty of perjury that the information that is provided in the Business/Entity Information Form is accurate.

Signed this (date): 11/14 day of December 20 18
Signed by: Cedric Allen Name of Firm: Empowerment Incorporated
Print Name: Cedric Allen Title: President

Departments should submit the original completed form and W-9 Statement to:

Miami-Dade County
Finance Department
111 NW 1st Street, Suite 2620
Miami, Florida 33128

Telephone Number: (305) 375-5111
Fax Number: (305) 375-1732

EXHIBIT B



Dennis C. Moss
COMMISSIONER

Board of County Commissioners

Miami-Dade County - Florida

DISTRICT 9

□ Downtown Office
111 NW 1st Street, Suite 320
Miami, Florida 33128
(305) 375-4832 ~ Fax (305) 372-6011

□ District North Office
10710 SW 211th Street, Suite 206
Miami, Florida 33189
(305) 234-4938 ~ Fax (305) 232-2892

□ District South Office
1634 NW 6th Avenue
Florida City, Florida 33034
(305) 245-4420 ~ Fax (305) 245-5008

August 3, 2018

Director Nardi,

I have included the proposal from Empowerment Inc., who is the group that will produce the first annual Miami Smooth Jazz Festival. I have had the opportunity to attend their jazz festivals in both Birmingham, Alabama and Orlando, Florida. In both instances their artist lineups and show was superior to all the other jazz festivals of it's nature that I have attended or researched. It is a result of my attendance and research that I reached out to them about fulfilling a long time goal of bringing a Smooth Jazz Festival to Miami-Dade County.

As indicated in the proposal, the \$200,000 grant will be used to cover the upfront costs to secure artists for the festival and to cover other upfront costs such as advertising, staging deposits, venue rental deposits, insurance and hotel deposits. The \$200,000 grant will account for 28.5% of the projected \$700,000 total cost for the festival. With the festival scheduled for November 9-10, access to this funding is needed right away in order to lock down the type of artists that Empowerment Inc. includes in their festivals.

I am asking that we process this request expeditiously, so that these upfront costs can be addressed in a timely manner.

Thank you for your consideration.

Warmest Regards,

A handwritten signature in black ink, appearing to read "Dennis C. Moss", is written over the typed name.

Dennis C. Moss
Commissioner, District 9



Greetings from Empowerment Incorporated (EPI)

Empowerment Inc. is a 501 C (3) non-profit organization that has worked closely with many community organizations in the Birmingham, AL and Orlando, FL area. Not only will our 2018 festival bring national jazz artists and jazz enthusiasts to Miami, Florida, we will benefit several charitable groups by donating 10% of ticket sales to identified organizations.

We, the members of *Empowerment Inc.* are excited about the upcoming *First Annual Miami Smooth Jazz Festival* to be held at *Miami-Dade Zoological Park and Gardens, also known as Zoo Miami*. This great annual family event will bring jazz enthusiast from all over the country to Miami, FL on ~~November 9-10, 2018~~:

April 5-6, 2019

As you continue reading, we believe that you will become just as excited about this event as we are. We hope you will consider becoming a sponsor because you believe in the need of arts and culture, you believe that this event is a great fit for your city and most importantly, you understand how your sponsorship will assist with bringing this event to fruition. Your participation will present the city with the opportunity to take advantage of a select demographic group through target marketing and demonstrate community reinvestment. We will accomplish this through massive exposure from both traditional media campaigns and promotions associated with the shows. However, we will create additional exposure through more innovative options from the audience through live interactive options with the audience and integrated social media networking.

We have demonstrated several innovative opportunities available to enhance your corporate marketing objectives throughout this proposal to help you maximize your sponsorship experience. We promise to work to ensure all of your objectives are met and the sponsorship is a complete success.

EXPERIENCE

First Annual Steel City Jazz Festival

June 6 – 7, 2014

Linn Park

710 20th Street North

Birmingham, AL, 35203

*Thousands were in attendance.

Second Annual Steel City Jazz Festival

June 5 – 6, 2015

Linn Park

710 20th Street North

Birmingham, AL, 35203

*Thousands were in attendance.

Third Annual Steel City Jazz Festival

June 3 – 4, 2016

Linn Park

710 20th Street North

Birmingham, AL, 35203

*Thousands were in attendance.

Fourth Annual Steel City Jazz Festival

June 2 – 3, 2017

Linn Park

710 20th Street North

Birmingham, AL, 35203

*Thousands were in attendance.

First Annual Orlando Jazz Festival

March 10 – 11, 2017

Dr. Phillips Center for the Performing Arts

445 S Magnolia Avenue

Orlando, FL, 32801

*Thousands were in attendance.

PHOTOS



Thousands are entertained at the 2014 Steel City Jazz Festival in Birmingham, Alabama



2015 Steel City Jazz Festival Patrons came from all over the U.S, Continental U.S. and Europe



2016 Steel City Jazz Festival Fans relax to Smooth Jazz next to the City of Birmingham Skyline



2017 Orlando Jazz Festival patrons came from all over the U.S., Continental U.S. & Europe

NATIONAL DEMOGRAPHICS

TARGET MARKET

- Music Lovers
- Jazz Enthusiasts
- Professionals, *with unlimited spending power...*

OVERALL EXPOSURE

- National

AUDIENCE

- 43% are between 25-44
- 57% are between 45-75
- Women 60%
- Men 40%

ETHNIC

- Caucasian 42%
- Black 39%
- Hispanic 12%
- Other 7%

EDUCATION

- 83% attended college

INCOME

- 81% household income between \$35,000-\$75,000
- 57% own their own homes
- 95% own at least one credit card

EMPLOYMENT

- 27% Sales
- 23% Professionals
- 17% Management
- 16% Service
- 11% Production
- 6% Construction

GEOGRAPHIC



Print

Regional print buy for national magazines and high visibility branding for two days via signage on jumbotrons seen by every festival attendee and Birminghamians that will pass the venue via car all day and night.

Radio

Promotional schedule on local radio and regional stations leading up to the Steel City Jazz Festival. Stations will match our core audience profiles almost exactly.

Website

Steel City Jazz Festival's website include a wide variety of information about the festival, its sponsors, and exhibitors, and is featured on all appropriate media promotion and publicity.

Additional Opportunities

On-site promotion, stage announcements, sampling, newspaper and press releases and much more.



Maysa



Nalee



Ken Ford



Boney James



David Sanborn

March 10 & 11, 2017 • Dr. Phillips Center for the Performing Arts – Seneff Arts Plaza



OFFICE OF MAYOR BUDDY DYER



Greetings,

As Mayor of the City of Orlando, it is my pleasure to welcome you to "The City Beautiful" and the First Annual Orlando Jazz Festival presented by Empowerment, Inc. on March 10 & 11, 2017 at the Dr. Phillips Center for the Performing Arts Seneff Arts Plaza.

Orlando is known internationally because of our many theme parks that draw millions to the City every year. Our Florida weather is inviting, almost always warm and sunny—perfect for outdoor activities such as biking, boating, swimming, fishing, kayaking, hiking and beaches are less than an hour drive away.

And that's only the beginning.

The City of Orlando is one of the fastest growing, most business-friendly and quality of life-oriented cities in America. Located at the center of a dynamic metropolitan area of more than five million people, Orlando has a \$18.7 billion recreation and simulation industry, a well-established and growing digital media industry, as well as a burgeoning life sciences cluster known as the Medical City in Lake Nona. Orlando has the 25th-busiest airport in the U.S. with flight connections all over the world.

Underneath a skyline that has doubled in just the last ten years, our dynamic, bustling Downtown is the heart of our City Beautiful. Downtown Orlando is the economic engine driving the future of all of Central Florida's economy. With residential, retail and commercial development, a diversified and thriving economy, our urban core is not only a hub for Central Florida, but for the entire State. Our vibrant Downtown is alive with fine dining, exciting night life, fabulous shopping, year-round outdoor activities, art and culture, world-class venues, professional sports and abundant parks, including Orlando's crown jewel, Lake Eola Park.

Our eight Main Street districts — Audubon Park Garden District, Church Street District, College Park Partnership, Downtown South, Ivachoe Villages, Millt 50, Somera Business Partnership and Thomson Park — each have a distinctive identity and boast a variety of family-owned restaurants, retail shops, businesses, antique and collectible markets and art studios.

We are happy to have you here and hope you enjoy taking part in the wonderful experiences that can only be found here.

Sincerely,

Buddy Dyer
Mayor

Orlando City Hall • 400 South Orange Avenue • P.O. Box 4990 • Orlando, FL 32802-4990
P 407.246.2221 • F 407.246.2642 • cityoforlando.net



Orange County Mayor
Teresa Jacobs

P.O. Box 1393
201 South Boulevard, 5th Floor
Orlando, FL 32802-1393
Phone: 407-836-7370
Fax: 407-836-7369
Mayor@ocfl.net

March 2017

Greetings!

As Mayor of Orange County, it is my pleasure to welcome you to the Inaugural Orlando Jazz Festival presented by Empowerment, Inc.

With top national smooth jazz performers, a packed program and a perfect location in the heart of downtown Orlando, this two-day event is sure to attract citizens and visitors from throughout Central Florida and beyond. Events like this are what make our region stand out among the rest and play a vital role in not only adding to our rich diversity and culture, but also creating a strong sense of community.

The Seneff Arts Plaza, located right in front of the beautiful, top notch Dr. Phillips Center for the Performing Arts is an excellent venue for outdoor events of this nature. Since it opened in 2014, this site has become more than just a front lawn to our performing arts center. It has become the true heart of Orlando, serving as a gathering place for our community to celebrate, reflect and host events both large and small.

I hope that all attendees enjoy the event and wish much success for the Inaugural Orlando Jazz Festival presented by Empowerment, Inc!

Sincerely,

Teresa Jacobs



February 19, 2017

WELCOME TO THE GREAT
CITY OF ORLANDO!

OFFICE OF
REGINA I. HILL
CITY COMMISSIONER



As Commissioner of District 5, I am honored to extend a heartfelt "Welcome" to guests attending the Inaugural Orlando Jazz Festival presented by Empowerment Inc.

I hope that this festival, the first of many of many to come, is a joyous and memorable event for everyone attending. How exciting to note that this event is slated to bring numerous Top National Smooth Jazz Performers such as Boney James, Maysa, Marion Meadows, Rick Braum, David Sanborn, Marc Antoine, Najee, Kirk Whalum and Ken Ford just to name a few.

I appreciate that the organizers have chosen to host this event at the World Renowned Dr Phillips Center for the Performing Arts, Seneff Arts Plaza. The location is in the heart of downtown Orlando and district 5. Orlando is a city on the rise. You will notice that when it comes to service and hospitality, Orlando is second to none. In addition to our world-class attractions, I invite you to experience all of the things that make Orlando one of the fastest growing, most business-friendly and quality of life-centered cities in the world.

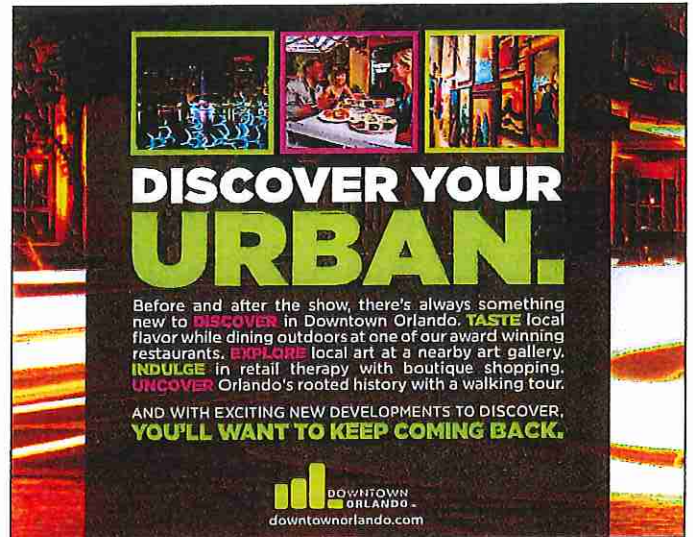
For those of you who are first time visitors, I invite you to discover for yourself why Orlando is quickly becoming one of the next great American Cities of the new century. I pray that every attendee receives an overabundance of God's Blessings.

I hope you enjoy your time here... and I hope you visit Orlando again soon.

Sincerely,

Regina I. Hill
Commissioner, District 5


Orlando City Hall • 400 South Orange Avenue • P.O. Box 4990 • Orlando, Florida 32802-4990
Phone 407-246-2005 • Fax 407-246-3010 • EMAIL Regina.Hill@cityoforlando.net

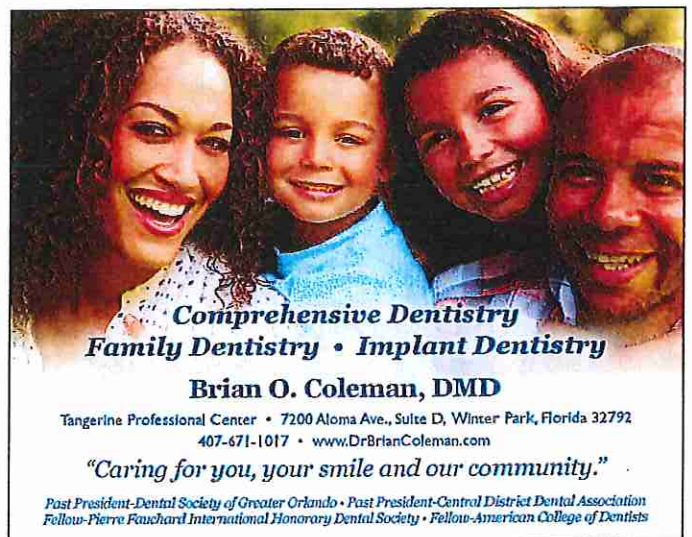


DISCOVER YOUR URBAN.

Before and after the show, there's always something new to **DISCOVER** in Downtown Orlando. **TASTE** local flavor while dining outdoors at one of our award winning restaurants. **EXPLORE** local art at a nearby art gallery. **INDULGE** in retail therapy with boutique shopping. **UNCOVER** Orlando's rooted history with a walking tour.

AND WITH EXCITING NEW DEVELOPMENTS TO DISCOVER,
YOU'LL WANT TO KEEP COMING BACK.

 DOWNTOWN ORLANDO
downtownorlando.com



Comprehensive Dentistry Family Dentistry • Implant Dentistry

Brian O. Coleman, DMD

Tangerine Professional Center • 7200 Aloma Ave., Suite D, Winter Park, Florida 32792
407-671-1017 • www.DrBrianColeman.com

"Caring for you, your smile and our community."

Past President-Dental Society of Greater Orlando • Past President-Central District Dental Association
Fellow-Pierre Fauchard International Honorary Dental Society • Fellow-American College of Dentists

EVENT SCHEDULE

Friday, March 10, 2017

Gates open at 4:00p.m.

- 5:00 p.m. Sisaundra Lewis
- 6:00 p.m. Paul Taylor, Marion Meadows & Kyle Turner
- 7:15 p.m. Peter White & Euge Groove
- 8:30 p.m. David Sanborn
- 9:45 p.m. Ken Ford

**Possible
Half-Pg Ad
or Filler
(Thank You Ad?)**

EVENT SCHEDULE

Saturday, March 11, 2017

Gates open at 10:00a.m.

- 10:30 a.m. HAPCO Music Youth Arts
Featuring Andrew Kennedy & Thomas Milovac
- 11:15 a.m. Jacqueline Jones
- 12:00 p.m. Jazmin Ghent
- 1:15 p.m. Ben Tankard
- 2:30 p.m. Michael Lington, Mark Antoine & Alex Bugnon
- 4:00 p.m. Everette Harp, Chuck Loeb & Jeff Lorber
- 5:30 p.m. Rick Braun, Kirk Whalum & Norman Brown
- 7:00 p.m. Maysa
- 8:30 p.m. Najee
- 10:00 p.m. Boney James

SPONSOR PAGE?

The perfect Home is a place where your heart can sing. Where your family can compose new memories and melodies alike.

ZAHIDE WALLACE
REAL ESTATE GROUP



Thinking of buying or selling a home?
That's music to my ears. Let's start planning today.
Call me personally at (407) 967-5142.

 Zahide Wallace
REALTOR

Zahide@MyHouseOrlando
www.MyHouseOrlando.com
Facebook.com/MyHouseOrlando

kw KELLER WILLIAMS
Keller Williams Advantage III
9161 Narcoossee Rd., Ste. 107
Orlando, FL 32827

**1/4 Page
Ad**

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ON NINE

819 N. MILLS AVENUE • ORLANDO, FL 32803

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www.salonnonnine.com



Retail distributor of:

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ENJOY
GOLDWELL



The Florida Smooth Jazz Weekend
January 19 – 21, 2018

Featuring



Rick Braun



Nick Colionne



Brian Culbertson



Eric Darius



Vincent Ingala



Peter White

The Plaza Resort & Spa
Daytona Beach's Grand Resort

An incredible weekend of concerts, dinners, brunches, beach, and lots of fun are all included as part of our "Cruise On Land" packages!

Call **321-783-9004**
Roland@JazzSeries.com
FloridaSmoothJazzWeekend.com

THE FLORIDA SMOOTH JAZZ FOUNDATION, INC.

BREVARD
Music
GROUP



ember

OFFICIAL AFTER PARTY



FRIDAY MARCH 10TH

\$4 YOU CALL IT DRINKS TILL MIDNIGHT	DJ TAMERA JAMES DJ GHOSTRIDER
\$75 BOTTLES EFFEN VODKA	\$10 COVER VIP TABLES AVAIL

ADVANCED TIX AT FAMEJAZZEMBER.EVENTBRITE.COM
42 W. CENTRAL BLVD | ORLANDO FL 32801 | EMBERORLANDO.COM

BACK COVER AD

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

DEPARTMENT OF THE TREASURY

Date: JUL 16 2004

Employer Identification Number:
63-1242259

DIN:

404096123

Contact Person:

THOMAS C KORSTER

ID# 31116

Contact Telephone Number:

(877) 829-5500

Public Charity Status:

170(b) (1) (A) (vi)

EMPOWERMENT INCORPORATED
118 HUNTINGTON PL
BIRMINGHAM, AL 35203

Dear Applicant:

Our letter dated MARCH 2000, stated you would be exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, and you would be treated as a public charity, rather than as a private foundation, during an advance ruling period.

Based on the information you submitted, you are classified as a public charity under the Code section listed in the heading of this letter. Since your exempt status was not under consideration, you continue to be classified as an organization exempt from Federal income tax under section 501(c)(3) of the Code.

Publication 557, Tax-Exempt Status for Your Organization, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, (800) 829-3676. Information is also available on our Internet Web Site at www.irs.gov.

If you have general questions about exempt organizations, please call our toll-free number shown in the heading between 8:00 a.m. - 6:30 p.m. Eastern time.

Please keep this letter in your permanent records.

Sincerely yours,



Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

Letter 1050 (DO/CG)



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 10/15

85-8017183292C-0	02/24/2017	02/28/2022	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

EMPOWERMENT INC
118 HUNTINGDON PL
BIRMINGHAM AL 35242-6831

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.

Miami Smooth Jazz Festival 2018

Artist

Total Artist Fees \$ 350,000.00

Artist Transportation \$ 10,000.00

Artist Hotels \$ 30,000.00

Stage/ Lighting/Backline/Generators \$ 70,000.00

Video Production \$ 10,000.00

Tables & Chairs \$ 10,000.00

Security \$ 15,000.00

Advertising
Radio Stations/TV/Social Media \$ 80,000.00

T-Shirts \$ 6,000.00

Equipment

Golf cars \$ 2,000.00

Credit Card Scanners \$ 3,200.00

Port-Lets \$ 8,000.00

Barricades \$ 8,000.00

Wise Environment \$ 4,000.00

Bike Racks \$ 3,500.00

Drivers \$ 4,500.00

Business License	\$ 6,500.00	
Insurance		
Liability	\$ 13,000.00	
Food		
	\$ 17,500.00	
Beverages		
Soda/Water/Spirits	\$ 12,000.00	
		\$ 313,200.00
Grand Total		\$ 663,200.00
Artists fees / Expenses		

The following is how the \$200,000.00 will be allocated:

Artists - 50% deposit \$175,000.00
 Advertising - \$15,000.00
 Staging - \$20,000.00
 Rental Fee \$4,500.00
 Liability & Rain Insurance - 13,000.00
 Hotels - \$15,000.00

RESERVATIONS

The undersigned hereby certifies that the above information is true and correct and that the same has been verified by the undersigned and is not a mere statement of opinion. The undersigned further certifies that the above information is not a mere statement of opinion and that the same has been verified by the undersigned and is not a mere statement of opinion. The undersigned further certifies that the above information is not a mere statement of opinion and that the same has been verified by the undersigned and is not a mere statement of opinion.

EXHIBIT C

Memorandum



Date: April 10, 2018

To: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

Agenda Item No. 8(C)(1)

From: Carlos A. Gimenez
Mayor

Subject: Waiver of Competitive Bidding Allowing Payment for Professional Performers, Individual Artists, Exhibitions and Associated Expenses under the Auspices of the County's Department of Cultural Affairs and the Parks, Recreation and Open Spaces Department

Resolution No. R-320-18

Recommendation

It is recommended that the Board authorize the waiver of competitive bidding pursuant to Section 5.03(D) of the Home Rule Charter and Section 2-8.1 of the County Code, to allow the Department of Cultural Affairs (CUA) and the Parks, Recreation and Open Spaces Department (PROS) to contract and pay professional performers, visual artists and associated expenses for artistic services and engagements, in an amount not to exceed \$5,100,000 in total, nor \$125,000 per performance or exhibition fee. This waiver will remain constant for two (2) years or until the aggregate recommended amount is expended, whichever occurs first.

This recommendation to waive formal bid procedures to contract and pay for entertainers and/or artists to perform and/or exhibit is based on a successful model used for more than 25 years by PROS and more recently by CUA. Beginning in 1988, the Board has authorized a series of Resolutions (R-1055-88, R-1078-98, R-1252-01, R-1161-03, R-1470-04, R-1002-06, R-914-08, R-371-09, R-1229-10, R-247-11, R-1004-12, R-587-14, and R-364-16, as well as Resolutions R-474-13 and R-1066-15 with this same intent, specifically for Culture Shock Miami) that authorized multi-year waivers of formal bid procedures for payments to performers, artists, and for artistic services and associated expenses engaged by PROS and CUA-facilities and/or through the auspices of CUA programs. These actions have facilitated the cultural programming at facilities throughout the County for the last two (2) decades. On the effective date, this Resolution automatically replaces and supersedes all other Resolutions for this same purpose that may be in place through prior actions of this Board.

Scope

The programs and artists presented have the potential to serve audiences county-wide and will have a direct positive impact on the cultural and recreational opportunities offered to residents and visitors of Miami-Dade County.

Fiscal Impact/Funding Source

Funding will come from budgeted revenues approved for the operations and programming of the CUA and PROS departments, including grant and other outside funds, through CUA Index Codes including CUESMDCC, CUEMDCA, CUEAHCAC, CUECALEB, CUECULSHOCK, and venue-specific PROS Index Codes including, as representative examples, PRECHD519200 (Deering Estate), PRERED177109 (Redland Fruit and Spice Park), PREEVT458001 (Noches Tropicales), etc., and Sub-object codes 21030

and 22430, among others, and will not exceed \$5,100,000. Funds will be drawn from Fund 125, Subfunds 127 and 130, for CUA, and from Fund 040, Subfund 001, for PROS.

The amount of \$5,100,000 was calculated based on the combined projected annual programming budgets of the CUA-managed cultural facilities, the Culture Shock Miami program, and PROS-managed cultural programming throughout the County's parks venues. The current Resolution R-364-16, which expires May 27, 2018, has a maximum fee cap of \$125,000 per performance or exhibition fee, and a total expenditures authorization limit of \$4,400,000. To date, expenditures of approximately \$3,400,000 have been incurred by CUA and \$230,000 by PROS through R-364-16.

On the effective date, this Resolution automatically replaces and supersedes all other Resolutions for this same purpose that may be in place through prior actions of this Board.

Track Record/Monitor

The negotiated agreements will require written authorization from Michael Spring, Director of the CUA, or Maria Nardi, Director of PROS. This waiver will be administered and monitored by CUA and PROS for activities in their respective departments.

Background

This request for a waiver of competitive bidding for professional performers, visual artists and associated expenses for engagements at the County's cultural facilities managed by CUA (African Heritage Cultural Arts Center, Caleb Auditorium, Miami-Dade County Auditorium, and the South Miami-Dade Cultural Arts Center), under the auspices of the Culture Shock Miami program, and throughout the venues and events managed by PROS (Deering Estate, Raices Hispanic Heritage Center, The Women's Park and Roxcy Bolton Women's History Gallery, Redland Fruit and Spice Park, Zoo Miami, Fourth of July concerts, Love-in at Greynolds Park, Noches Tropicales, etc.) will be limited to fees up to \$125,000 per performance or exhibition fee, and with a \$5,100,000 cap and a two-year time limit or until the aggregate recommended amount is expended. The waiver of competitive bidding for professional performers, visual artists and associated expenses is necessary and in the best interest of the County to facilitate the planning and programming of arts and cultural activities and services.

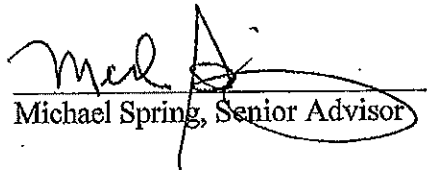
Contracting for professional performers, visual artists and associated expenses for CUA and PROS is contingent upon the annual authorization of the budgets for each department. CUA and PROS continue to generate revenue for these activities from grants and contributions to help offset fees and ancillary costs, and to make these programs as cost effective as possible while maintaining the highest quality programming for residents and visitors.

While advance planning for performers and programs is a priority for CUA-managed facilities, the Culture Shock Miami program and PROS-managed events and activities, it is also important to be able to identify and react quickly to programming opportunities as they become available. South Florida is a popular corridor for performers and visual artists from all over the world, and the opportunity to book exceptional talent on short notice often arises, usually at significantly reduced costs, subject to being able to address specialized contractual requirements and riders. When a booking opportunity occurs, virtually all artists require an immediate deposit to retain a date. In addition, most artists have contractual conditions that

Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners
Page 3

may include unique set-ups and other special requirements that must be met by the producer/presenter. These special conditions may include: specific types of equipment (e.g., lighting, sound, staging, instruments, etc.); venue-provided accommodations and amenities; security arrangements; community outreach activities in off-site locations (e.g., schools, community centers, etc.); special assistance and certain performance or exhibition and skills requirements, including personnel such as audio-visual technicians, curators, and stagehands, and equipment; and other miscellaneous purchases or rentals.

The channels for normal County purchasing and bid procedures cannot accommodate these special requirements, which usually require a very quick turn-around. Board approval of each agreement or arrangement is not feasible given the short notice of availability, the uniqueness of the artistry and the variability and negotiations of the particular contracting requirements. In keeping with County procurement policies, staff will continue to make every effort to use existing qualified vendors and/or obtain multiple quotes whenever possible as it relates to securing the equipment, materials and other necessary resources related to the presentation of such performances, exhibitions and public events.


Michael Spring, Senior Advisor

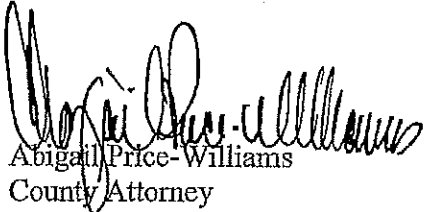


MEMORANDUM

(Revised)

TO: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

DATE: April 10, 2018

FROM: 
Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(C)(1)

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
- ☒ Applicable legislation requires more than a majority vote (i.e., 2/3's ☒, 3/5's ☐, unanimous ☐) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(C)(1)
4-10-18

RESOLUTION NO. R-320-18

RESOLUTION AUTHORIZING, PURSUANT TO SECTION 5.03(D) OF THE HOME RULE CHARTER AND SECTION 2-8.1 OF THE COUNTY CODE BY A TWO-THIRDS (2/3) VOTE OF THE BOARD MEMBERS PRESENT, WAIVER OF FORMAL BID PROCEDURES FOR THE PURCHASE OF PROFESSIONAL ENTERTAINMENT AND ARTIST SERVICES AND ASSOCIATED EXPENSES IN AN AMOUNT NOT TO EXCEED \$125,000.00 PER PERFORMANCE OR EXHIBITION AND \$5,100,000.00 IN THE AGGREGATE OVER A TIME PERIOD NOT TO EXCEED TWO YEARS; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO AWARD AND EXECUTE SUCH AGREEMENTS AND TO EXERCISE ALL PROVISIONS CONTAINED THEREIN

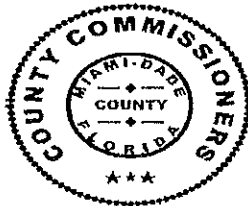
WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board pursuant to Section 5.03(D) of the Home Rule Charter and Section 2-8.1 of the County Code by a two-thirds (2/3) vote of the Board members present, waives formal bid procedures for the purchase of professional entertainment and artist services and associated expenses in an amount not to exceed \$125,000.00 per performance or exhibition and \$5,100,000.00 in the aggregate over a time period not to exceed two years, authorizing the County Mayor or County Mayor's designee to award and execute such agreements and to exercise all provisions contained therein.

The foregoing resolution was offered by Commissioner **Rebeca Sosa**, who moved its adoption. The motion was seconded by Commissioner **Audrey M. Edmonson** and upon being put to a vote, the vote was as follows:

Esteban L. Bovo, Jr., Chairman	aye
Audrey M. Edmonson, Vice Chairwoman	aye
Daniella Levine Cava	aye
Jose "Pepe" Diaz	absent
Sally A. Heyman	aye
Barbara J. Jordan	aye
Joe A. Martinez	aye
Jean Monestime	aye
Dennis C. Moss	aye
Rebeca Sosa	aye
Sen. Javier D. Souto	aye
Xavier L. Suarez	aye
District 5	vacant

The Chairperson thereupon declared the resolution duly passed and adopted this 10th day of April, 2018. 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

HARVEY RUVIN, CLERK

By: ***Christopher Agrippa***
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in black ink, appearing to be "mmr", written over a horizontal line.

Monica Rizo Perez