



MEMORANDUM

RCA
Agenda Item No. 3(B)

TO: Honorable Chairperson and Members
Board of County Commissioners

DATE: July 16, 2003

FROM: George M. Burgess
County Manager

SUBJECT: FY2002-2003 Tourist Development
Council – Fourth Quarter
Recommendations

RECOMMENDATIONS

The Tourist Development Council recommends that the Board approve the funding of twenty-three (23) grants for a total of \$198,134, from the Tourist Development Room Tax Plan and Surtax Category.

BACKGROUND

The Miami-Dade County Tourist Development Council (TDC), chaired by Chairperson Bruno Barreiro, convened their FY2002-2003 Fourth Quarter Panel meeting on May 29, 2003 to review grant requests for a total of \$366,328. The Council recommended funding of twenty-three (23) applicants for a total of \$198,134. The Council determined that the recommended grants would support tourist-oriented cultural, sporting, television and special event/promotions, which would promote and enhance Miami-Dade County as an attractive tourist destination.

The Tourist Development Council Grants Program provides funding assistance to organizations and projects which promote Miami-Dade County tourism by sponsoring tourist-oriented cultural, sporting, television and special event/promotions such as visual and performing arts including theater, concerts, recitals, opera, dance, art exhibitions, festivals, sporting events, television and other media programs and tourist-related activities (Tourist Development Room Tax Plan of 1978, as amended, Part 2).

Tourist Development Council grants are made on a "Reimbursement" or a "Direct" grant basis. Criteria utilized to make "Direct" grant recommendations focus on grantees that: 1) are recurring, established events; 2) have met all grant reporting requirements; and 3) demonstrate reliable administrative capability, especially in regard to management of TDC- funded projects. Stringent reporting requirements, including the submittal of a final report, and copies of canceled checks (front and back) and invoices documenting the use of the grant funds, continue to be prerequisites for renewing applicants' annual "Direct" grant support from the TDC.

"Reimbursement" grants are recommended for all Tourist Development Council Grants Program First-Time applicants. "Returning" TDC applicants that require closer staff monitoring also are designated to receive grants on a "Reimbursement" basis.

An executed grant agreement containing terms and conditions for the awarding of each grant will be negotiated with and signed by the grantee; submitted to the County Attorney for approval of form and legal sufficiency; and subsequently, be submitted for execution of the grant agreement by the County Manager or his designees.



MEMORANDUM

(Revised)

TO: Honorable Chairperson and Members
Board of County Commissioners

DATE: September 9, 2003

FROM: Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No.

Please note any items checked.

- "4-Day Rule" ("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**
- Bid waiver requiring County Manager's written recommendation**
- Ordinance creating a new board requires detailed County Manager's report for public hearing**
- Housekeeping item (no policy decision required)**
- No committee review**

Approved _____ Mayor
Voted _____
District _____

Agenda Item No.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE FUNDING OF TWENTY-THREE (23) GRANTS FROM THE FY2002-2003 FOURTH QUARTER TOURIST DEVELOPMENT ROOM TAX PLAN AND SURTAX CATEGORY TO PROMOTE MIAMI-DADE COUNTY TOURISM WITH: BOWLING TOURNAMENT OF THE AMERICAS ASSOCIATION, INC.; CITY OF HOMESTEAD; CITY OF MIAMI BEACH; CITY THEATRE, INC.; CULTURAL COUNCIL, INC.; ELITE MODEL MANAGEMENT MIAMI CORPORATION; FILM LIFE, INC.; FLORIDA INTERNATIONAL UNIVERSITY, COLLEGE OF HEALTH AND URBAN AFFAIRS; FLORIDA STATE UNIVERSITY ALUMNI ASSOCIATION D.B.A. FLORIDA STATE UNIVERSITY; LATIN ACADEMY OF RECORDING ARTS & SCIENCES, INC.; LATIN QUARTER CULTURAL CENTER OF MIAMI, INC.; MIAMI CHAMBER SYMPHONY; MIAMI CHILDREN'S MUSEUM; MIAMI NORTHWEST TRACK AND FIELD CLUB, INC.; MIAMI-DADE COUNTY PARK AND RECREATION DEPARTMENT; MUSIC FEST MIAMI, INC.; NANAY, INC.; ORANGE BOWL COMMITTEE; PRODUCCION & DISTRIBUCION CORP.; TEATRO AVANTE, INC.; THE UNCONSERVATORY, INC.; UNIVERSITY OF MIAMI SCHOOL OF MUSIC; WILLIAMS & STAYTON, LLC AND AUTHORIZING THE COUNTY MANAGER TO EXECUTE GRANT AGREEMENTS FOLLOWING COUNTY ATTORNEY APPROVAL OF FORM AND LEGAL SUFFICIENCY AND TO EXERCISE THE CANCELLATION 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 approves the funding of twenty-three (23) grants for a total of \$198,134, from the FY2002-2003 Fourth

Quarter meeting of the Tourist Development Council Grants Program-Room Tax Plan and Surtax Category to promote Miami-Dade County tourism by funding tourist-oriented cultural, sporting, television and special event/promotions as follows:

| | | |
|-----|---|----------|
| 1. | Bowling Tournament of the Americas Association, Inc. | \$ 5,600 |
| 2. | City of Homestead | 12,250 |
| 3. | City of Miami Beach | 3,000 |
| 4. | City Theatre, Inc. | 3,600 |
| 5. | Cultural Council, Inc. | 4,000 |
| 6. | Elite Model Management Miami Corporation | 4,500 |
| 7. | Film Life, Inc. | 25,000 |
| 8. | Florida International University, College of Health and Urban Affairs | 3,000 |
| 9. | Florida State University Alumni Association d.b.a. Florida State University | 5,000 |
| 10. | Latin Academy of Recording Arts & Sciences, Inc. | 25,000 |
| 11. | Latin Quarter Cultural Center of Miami, Inc. | 5,000 |
| 12. | Miami Chamber Symphony | 7,500 |
| 13. | Miami Children's Museum | 15,000 |
| 14. | Miami Northwest Express Track and Field Club, Inc. | 4,900 |
| 15. | Miami-Dade County Park and Recreation Department | 15,000 |
| 16. | Music Fest Miami, Inc. | 16,000 |
| 17. | Nanay, Inc. | 2,000 |
| 18. | Orange Bowl Committee | 15,000 |

| | | |
|-----|-------------------------------------|-------|
| 19. | Produccion & Distribucion Corp. | 9,000 |
| 20. | Teatro Avante, Inc. | 6,000 |
| 21. | The Unconservatory | 2,784 |
| 22. | University of Miami School of Music | 4,500 |
| 23. | Williams & Stayton, LLC | 4,500 |

and authorizes the County Manager to execute grant agreements with each grantee for and on behalf of Miami-Dade County, Florida following County Attorney approval of form and legal sufficiency; and to execute the cancellation provisions contained therein.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

| | |
|---------------------------------------|------------------|
| Dr. Barbara Carey-Shuler, Chairperson | |
| Katy Sorenson, Vice-Chairperson | |
| Bruno A. Barreiro | Jose "Pepe" Diaz |
| Betty T. Ferguson | Sally A. Heyman |
| Joe A. Martinez | Jimmy L. Morales |
| Dennis C. Moss | Dorin D. Rolle |
| Natacha Seijas | Rebeca Sosa |
| Sen. Javier D. Souto | |

The Chairperson thereupon declared the resolution duly passed and adopted this 9th day of September, 2003. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

Approved by County Attorney as
to form and legal sufficiency. 

By: _____
Deputy Clerk

**Tourist Development Council Grants Program
FY2002-2003 - Fourth Quarter**

*Organization/
Project Description*

**FY2002-2003
Panel Recommendation**

1. **Bowling Tournament of the Americas Association, Inc.**
17601 NW 2 Avenue, Miami, FL 33169
Organization Established in 1987

\$5,600

41st Annual Lee Evans Tournament of the Americas

Funds are requested to support the space rental costs associated with 41st Annual Lee Evans Tournament of the Americas, an international invitational American Zone ranking amateur bowling tournament. The tournament brings together, in competition, the best adults, seniors and juniors from the North, South, Central Americas and the Caribbean. It is the most prestigious bowling tournament in the Americas, the largest and oldest of its type in the USA and well known throughout the world's bowling community of over 4 million people.

2. **City of Homestead**
790 North Homestead Blvd., Homestead, FL 33030
Organization Established in 1913

\$12,250

Homestead Challenge

Funds are requested to support technical and utility costs associated with the production of the Homestead Challenge, an 80 team college baseball event with 74 teams participating from outside of Miami-Dade County. The event will take place from February 28 - March 28, 2003 at the Homestead Sports complex and other Miami-Dade facilities including South Dade high School, FIU, UM and Florida Memorial College.

3. **City of Miami Beach**
1700 Convention Center Drive, Miami Beach, FL 33139
Organization Established in 1915

\$3,000

An American Celebration 2003

Funds are requested to support the City of Miami Beach's annual 4th of July celebration. In 1991, the City of Miami Beach launched the first "An American Celebration" as a means to attract visitors to Miami Beach. This celebration, due to its grand success, was carried on subsequent years as a vehicle to continue to bring visitors to the City. To generate interest in all areas of the City, the City alternates between the North Beach community and the South Beach community. This year, the event will take place at 72nd Street and Ocean Terrace and will feature a Swearing-In Ceremony for children from all parts of the world who have become newly naturalized American citizens, and a fireworks display. The event will be accompanied by the Florida Philharmonic Orchestra.

1. **City Theatre, Inc.**
444 Brickell Ave. Suite 229, Miami, FL 33131
Organization Established in 1996

\$3,600

Summer Shorts 2003 - Festival of New Short Plays

Funds are requested to support the marketing and production costs associated with City Theatre's annual Summer Shorts Festival 2003 of new plays. The festival will feature 24 main stage performances at the Ring Theatre in Coral Gables, a Festival Series of free summer play readings and discussions with company artists, a KidShorts project to identify talented student writers, and the CityDialogues guest artist series which offer workshops, readings and seminars provided free to writers, artists, educators and students.

**Tourist Development Council Grants Program
FY2002-2003 - Fourth Quarter**

*Organization/
Project Description*

**FY2002-2003
Panel Recommendation**

5. **Cultural Council, Inc.** **\$4,000**
7740 SW 142 Street, Miami, FL 33158
Organization Established in 1990
- 16th Annual Jazz Under the Stars*
- Funds are requested to support the marketing costs associated with the production of the 16th Annual Jazz Under the Stars festival presented by the Cultural Council at Miami Metro Zoo on March 15, 2003. This family-oriented event has been attracting tourist and community patrons for 15 years. Patrons bring blankets or chairs and picnic baskets to enjoy an evening of jazz music under the stars.
6. **Elite Model Management Miami Corporation** **\$4,500**
1200 Collins Avenue, Miami Beach, FL 33139
Organization Established in 1991
- Elite Model Look USA 2003*
- Funds are requested to support the marketing, advertising and public relations costs associated with the Elite Model Look 2003 in Miami which will be held on July 16-20, 2003 at the Palms Hotel in Miami Beach. This four-day event is composed of approximately 40 contestants from all over the US and is the walkway for the USA finals.
7. **Film Life, Inc.** **\$25,000**
100 Avenue of the Americas, 15 Floor, New York, NY 10013
Organization Established in 2002
- The American Black Film Festival*
- Funds are requested to support the American Black Film Festival (ABFF), a five-day international film festival dedicated to providing a platform for independent black filmmakers to show case their films. The ABFF provides competitive film showcases to recognize merit, both in feature-length and short filmmaking. It also offers panel discussions, hands-on workshops and entertaining live events. The festival is scheduled to take place from Wednesday, June 18 until Sunday, June 22, 2003 at various venues in Miami Beach.
8. **Florida International University, College of Health and Urban Affairs** **\$3,000**
11200 SW 8th Street, ECS 453, Miami, FL 33199
Organization Established in 1965
- Annual Conference of the International Association of Schools and Institutes of Administration*
- Funds are requested to support the production of the annual Conference of the International Association of Schools and Institutes of Administration (IASIA). This annual conference gathers organizations, schools and universities, and institutes from all over the world interested in issues of public administration reform. Members of IASIA also include government ministries, local government bodies, and public enterprises. The conference will be held at the Eden Roc Hotel in Miami Beach, on September 14-18, 2003.

**Tourist Development Council Grants Program
FY2002-2003 - Fourth Quarter**

| <i>Organization/ Project Description</i> | <i>FY2002-2003 Panel Recommendation</i> |
|---|---|
| <p>9. Florida State University Alumni Association d.b.a. Florida State University Black Alumni Asso P.O. Box 01-0086, Miami, FL 33101 Organization Established in 1983</p> <p><i>2003 Semisoul Weekend / FSU National Black Alumni Meeting</i></p> <p>Funds are requested to support the administrative and production costs associated with the 2003 Semisoul Weekend. Scheduled for June 19 - 22, 2003, this event features the FSU Black Alumni National Meeting which is expected to bring in 500+ visitors to Miami-Dade County. This is the first time that this annual meeting has been held outside of Tallahassee, Florida. In conjunction to the meeting, the weekend will include a jazz concert and beach fashion show which will be headlined by African-American designer of the year, Mel Monroe, and is open to the public.</p> | <p>\$5,000</p> |
| <p>10. Latin Academy of Recording Arts & Sciences, Inc. 311 Lincoln Road, Suite 301, Miami Beach, FL 33139 Organization Established in 1994</p> <p><i>e-Latin Grammy Carreras y Musica</i></p> <p>Funds are requested to support the 2nd "e-Latin Grammy Carreras y Musica" International educational conference aimed to: a) communicate the importance of ARTS to South Florida high school students; b) invite business leaders from the U.S. and Latin America to use this opportunity to concede grants to students in Miami who want to develop in the field of arts, mainly music; c) positioning Miami and Miami-Dade Community College as a virtual education hub for Latin America as we intend to use state of the art technology (via satellite video conferences and virtual university technology) to connect the students of South Florida with their peers of 7-10 Latin American countries and some important communities throughout the U.S., giving Miami a new, exciting and attractive element.</p> | <p>\$25,000</p> |
| <p>11. Latin Quarter Cultural Center of Miami, Inc. 1501 SW 8th Street, Miami, FL 33135 Organization Established in 1988</p> <p><i>Mercado Calle Ocho</i></p> <p>Funds are requested to support "Mercado Calle Ocho," a gathering of artists and vendors. This street market is scheduled for every Saturday of the month in the heart of the historic Latin District, 8th Street between 15th and 16th Avenues. The purpose of the market is to spearhead an economic redevelopment of the area. "Mercado Calle Ocho" is one of the many projects that the Latin Quarter Cultural Center of Miami has sponsored to boost the economic, tourist and cultural development of the area.</p> | <p>\$5,000</p> |
| <p>12. Miami Chamber Symphony 5690 North Kendall Drive, Miami, FL 33156 Organization Established in 1981</p> <p><i>Two Very Unusual Events</i></p> <p>Funds are requested to support artistic fees associated with the productions of two unique performances; Morton Gould's "Tap Dance Concerto" and "The Russians are Coming" featuring the Miami Chambers Symphony's new artistic director, Leonid Sigal and friends. These pieces are one of a kind in that 1) the "Tap Dance Concerto" is a unique piece of music created to be enjoyed in conjunction with a solo tap dancing performance and 2) the "Russians Are Coming" will be performed by Russian expatriates who reside in Miami-Dade County. These events will take place at the Gusman Concert Hall on the University of Miami campus, July 12 - July 26, 2003.</p> | <p>\$7,500</p> |

**Tourist Development Council Grants Program
FY2002-2003 - Fourth Quarter**

*Organizational
Project Description*

**FY2002-2003
Panel Recommendation**

13. **Miami Children's Museum** **\$15,000**
701 Arena Blvd., Miami, FL 33136
Organization Established in 1984

Miami Children's Museum Grand Opening Weekend

Funds are requested to support the grand opening weekend of events for the Miami Children's Museum beginning Thursday, September 4, 2003 through Sunday, September 7, 2003 at its new location on Watson Island. Events will include a Preview Reception, a lunch celebration, a community celebration and ongoing sneak preview tours.

14. **Miami Northwest Express Track and Field Club, Inc.** **\$4,900**
1310 NW 96th Street, Miami, FL 33147
Organization Established in 1979

28th Annual Northwest Track & Field Classic

Funds are requested to support the marketing and production costs associated with the 28th Annual Northwest Track & Field Classic which will take place on June 13 - 15 at Miami-Dade Community College - North Campus. This event attracts a larger number of tourists and community supporters because of its exhibition of some of South Florida's finest youth track and field athletes. The event also provides these athletes an opportunity to compete and engage in cultural exchanges with kids from foreign countries and throughout the United States.

15. **Miami-Dade County Park and Recreation Department** **\$15,000**
275 NW 2nd Street, 5 Floor, Miami, FL 33128
Organization Established in

2003 USA Track and Field National Junior Olympics

Funds are requested to support the marketing and equipment rental costs associated with the 2003 USA Track and Field National Junior Olympics which is scheduled to be held July 29 - August 3, 2003 at the Tropical Park Stadium. USA Track and Field, the national governing body for the Olympics sports of track and field, has awarded Miami-Dade County Park and Recreation Department the honor of hosting this event. The annual event attracts 7,000 - 9,000 athletes between the ages of 7 -18.

16. **Music Fest Miami, Inc.** **\$16,000**
150 SE 2nd Avenue, Suite 608, Miami, FL 33131
Organization Established in 2001

Music Fest Miami 2003

Funds are requested to support the activities related to Music Fest Miami 2003 including the Community Experience Tours and Concert at the AT&T Amphitheater. The festival is designed to celebrate the diversity of Miami's cultural & musical expressions by bringing together people from around the world through the power of music to challenge our intellects, thrill our senses, and feed our souls.

**Tourist Development Council Grants Program
FY2002-2003 - Fourth Quarter**

*Organization/
Project Description*

**FY2002-2003
Panel Recommendation**

17. **Nanay, Inc.** **\$2,000**
659 NE 125th Street, North Miami, FL 33161
Organization Established in 1994
- Unity in Culture*
- Funds are requested to support a one-day July 4 festival in North Miami with "Unity in Culture" as the central theme. Funds will be used to cover the fees of local and out-of-town artists who will perform a wide range of music, song and dance representing Miami-Dade's diversity (European, Asian/Pacific, African-American, Latino/Hispanic, Caribbean, etc...) as well as showcase ethnic cultures through exhibits and displays.
18. **Orange Bowl Committee** **\$15,000**
703 NW 62nd Avenue, Suite 590, Miami, FL 33126
Organization Established in 1947
- Orange Bowl International Tennis Championships*
- Funds are requested to support the 2002 Orange Bowl International Tennis Championships which will take place from December 9-16 on Key Biscayne. The tennis Championships is one of six International Tennis Federation Super Series events in the world and attract more than 900 participants from 70 different countries and nearly 10,000 spectators.
19. **Produccion & Distribucion Corp.** **\$9,000**
13040 SW 120th Street, Miami, FL 33186
Organization Established in 1993
- Premio Inte - Industria de la TV En Espanol (Spanish TV Awards)*
- Funds are requested to support the first Spanish Television Awards: Premio Inte which annually recognizes and commemorates the most outstanding Spanish Television Programming, TV shows, companies and executives in all Spanish speaking countries in the world.
20. **Teatro Avante, Inc.** **\$6,000**
235 Alcazar Avenue, Coral Gables, FL 33134
Organization Established in 1979
- XVIII International Hispanic Theatre Festival*
- Funds are requested to support marketing, publicity and public relations efforts for the production and presentation of the XVIII International Hispanic Theatre Festival. The only Hispanic Theater festival of its kind in the U.S., will be presented in three municipalities of Miami-Dade County: Miami, Coral Gables, and Homestead. This request includes funding to present at least five productions in English or with subtitles in English, in order to attract a wider audience.

**Tourist Development Council Grants Program
FY2002-2003 - Fourth Quarter**

*Organization/
Project Description*

**FY2002-2003
Panel Recommendation**

21. **The Unconservatory, Inc.** **\$2,784**
8035 SW 26th Street, Miami, FL 33155
Organization Established in 1992
- Gala for Two Pianos 2003*
- Funds are requested to support administrative and production costs for Gala for Two Pianos 2003. Scheduled to take place in various venues throughout Miami-Dade County from July 1 - September 30, 2003, the concert will feature professional artists such as Kirk Whipple & Marilyn Morales, Duo Pianists and composers; David Eccles, Conductor and Cellist; and student performers from Cypress Lake High School Center for the Arts (Ft. Myers). The concert will include small and large acoustic ensembles, including full orchestra performances.
22. **University of Miami School of Music** **\$4,500**
P.O. Box 248165, Coral Gables, FL 33124-7610
Organization Established in 1961
- Festival Miami 2003*
- Funds are requested to support marketing/public relations and artistic fees associated with the 20th anniversary season of Festival Miami. A five-week international festival of music that will present over 25 events, Festival Miami is known for featuring 1) world renown guest artists; 2) the School of Music's widely known faculty artists and award winning student ensembles and; 3) master classes, lectures and free concerts. Festival Miami seeks to present affordable programs that attract and appeal to local and regional communities as well as national visitors.
23. **Williams & Stayton, LLC** **\$4,500**
P.O. Box 01-0086, Miami, FL 33101
Organization Established in 2000
- Florida Caribbean Tennis Championship*
- Funds are requested to support the administrative and production costs associated with the Florida Caribbean Tennis Championships. This event promises to offer exciting championship tennis tournaments of various levels. Among the various championships competed for is the National High School Tennis Invitational Championship, the National Black College Invitational Championship, the Florida Caribbean Age Group Tennis Championship and the Florida Caribbean Invitational Open Tennis Championships (professional men and women). There will be competitors from 126 American Highschools, 27 Historical Black Colleges, 70 US Regional Tennis Clubs, and 15 Caribbean Tennis Associations.

**MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
2002-2003 TOURIST DEVELOPMENT COUNCIL GRANTS PROGRAM - Fourth Quarter**

The Miami-Dade County Tourist Development Council, the Department of Cultural Affairs, the Mayor and the Board of Miami-Dade County Commissioners are pleased to announce that Miami-Dade County will award the grant described herein to **(hereinafter referred to as the Grantee)** in consideration for the recipient's agreement to abide by all terms and considerations set forth in Articles I, II, III, IV and V.

ARTICLE I

- 1. GRANTEE:

- 2. AMOUNT OF GRANT:
- 3. TYPE OF GRANT: (As defined in Article II.2)
- 4. PROJECT DESCRIPTION: (See Exhibit 1, attached hereto.)
- 5. ITEMIZED PROJECT BUDGET: (See Exhibits 2A and 2B, attached hereto.)
- 6. SPONSORSHIP PACKAGE: (See Exhibit 3, attached hereto.)
- 7. EXPENDITURE DEADLINE: September 30, 2003
- 8. REPORT DEADLINE: Within 90 days of project completion (As stated in Exhibit 1.)

WHEREAS, the Parties have entered into this Grant Agreement for the purposes described in Article I.3, and in accordance with the conditions set forth within the Articles of this Grant Agreement;

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as follows:

ATTEST:

**MIAMI-DADE COUNTY, FLORIDA, by its
BOARD OF COUNTY COMMISSIONERS**

on the _____ day of _____, 20____

BY: _____
County Manager / Designee

Clerk, Miami-Dade County Commission

GRANTEE:

Federal Identification # _____

on the _____ day of _____, 20____

Grantee's Corporate Seal

BY: _____
Printed Name of Chairman or President

Signature

BY: _____
Printed Name of Chief Fiscal Officer

Signature

Approved for form and
legal sufficiency:

BY: _____
Printed Name of Executive Director

Assistant Miami-Dade County Attorney

Signature

ARTICLE II

GENERAL CONDITIONS

WHEREAS, the Home Rule Charter authorizes Miami-Dade County to provide for the uniform health and welfare of the residents throughout the County, and further provides that all functions not otherwise specifically assigned to others under the Charter, shall be performed under the supervision of the County Manager or his designee;

1. **Parties:** The parties to this Agreement are the Grantee listed in Article I.1, and Miami-Dade County, Florida, a political subdivision of the State of Florida. Miami-Dade County has delegated the responsibility of administering this grant to the Director of the Miami-Dade County Department of Cultural Affairs, or his designee, who shall be referred to herein as the "Director."

2. **Amount of Grant and Type of Grant:** The total amount of the grant is specified in Article I.2. By making this grant, Miami-Dade County assumes no obligation to provide financial support of any type whatever in excess of the total grant amount. Cost overruns are the sole responsibility of the Grantee. Grant funds will be supplied to the Grantee subsequent to the approval of the award by the Miami-Dade County Mayor and Board of County Commissioners, subject to the conditions and limitations as may be outlined in this Agreement. Miami-Dade County's obligation to pay this grant award is contingent upon the availability of funds.

Tourist Development Council grants are made on either a reimbursement or a direct basis, with the type of grant determined on a case-by-case upon the determination of the Director and/or the approval of the TDC. The "Type of Grant" is specified in Article I.3.

If Article I.3 designates this grant as a "REIMBURSEMENT" type grant, as a condition of receiving payment, the Grantee agrees to provide to the Director or his designee, within ninety (90) days of the event, copies of original documentation conclusively demonstrating the expenditure of funds for the items indicated in Exhibit 2B as grant award expenses. Documentation shall include, but not be limited to, copies of original bills, invoices, vouchers, receipts, and canceled checks (front and rear) clearly designating payment for expenses associated with the event. Cash transactions are not acceptable unless a copy of a contract, invoice receipt or other documentation supporting such cash payment is received, marked "paid" and signed by the recipient of the cash. The Director reserves the right to request original documentation to substantiate grant expenditures. Within forty-five (45) business days of receipt of satisfactory documentation described and required by this Agreement, the County shall reimburse the Grantee for those expenditures which are indicated in Exhibit 2B. If documentation, as outlined above, is not received within ninety (90) days of the event, or if the documentation provided by the Grantee does not, in the sole and absolute determination of the Director, conclusively demonstrate that funds were expended for the purposes allowed by this Agreement, the grantee shall waive any and all rights to receive payment of the grant.

If Article I.3 designates this grant as a "DIRECT" type grant, grant awards will be advanced to the Grantee.

3. **Project Description:** The Grantee may only use the grant for the purposes which are specifically described in Article I.4, designated "Project Description," as documented and attached hereto specifically as Exhibit 1, and which corresponds to the information in the Grantee's application and/or request for County Financial Assistance to the Department of Cultural Affairs and for the grant program purpose as defined and stipulated in Exhibit 1, attached hereto, and in the program guidelines of the grant program from which this grant is being awarded. Further, it is expressly understood and agreed, that the Grantee's program(s) supported by these grant funds must be open and accessible to the public, provide public exposure and benefit the public unless otherwise noted under Section IV, "Special Conditions," of this Agreement.

Project revisions necessary for the purpose of completing the project, which substantially alter the original project, must be requested in writing to the Director sufficiently prior to implementation of revisions for the Director's review. The Director will make the final determination on revisions within fourteen (14) business days of the date of receipt of the request in the Department of Cultural Affairs' offices.

4. **Project Budget:** The Grantee agrees to demonstrate fiscal stability and the ability to administer grant funds responsibly and in accordance with standard accounting practices by developing and adhering to a project budget that is based upon reasonable revenue development and expenditures projected to accomplish the project covered under this Agreement. This budget is attached hereto as Exhibits 2A and 2B. Further, Grantee agrees that all expenditures will be subject to the terms of this Agreement as specified in Exhibits 2A and 2B and will not significantly deviate from the budget included as a part of the Grantee's application or funding request information provided to the Miami-Dade County Department of Cultural Affairs. Budget revisions including line item changes which substantially alter the original project that may be necessary for the purpose of completing the project, must be requested in writing to the Director prior to implementation of revisions for the Director's review. The Grantee

agrees and expressly understands that project budget changes may not exceed twenty-five (25%) per project line item, so long as expenditures do not exceed the total amount of the grant award. The Director will approve or disapprove the Grantee's request in writing within fourteen (14) business days of the date of receipt of the request in the Department of Cultural Affairs' offices.

5. **Grant Expenditure Deadline:** The Grantee shall encumber all grant and matching funds on or before the Grant Expenditure Deadline as outlined in Article I.7. Any grant funds not encumbered by the Expenditure Deadline or for which a project extension has not been requested, shall revert to the Department of Cultural Affairs and this Agreement shall be terminated in accordance with Article II.14. A project extension may be requested in writing from the Director at least thirty (30) business days prior to the expiration of the grant period. The Director, at his discretion, may grant an extension of up to one (1) year of the Expenditure Deadline so long as such extension will not significantly alter the project including its quality, impact, or benefit to the organization, the County or its citizens.

6. **Report Deadline:** To demonstrate that the grant award has been used in accordance with the Project Description and Project Budget information as outlined in Exhibits I, 2A and 2B and met and fulfilled all requirements as outlined in this Agreement, exhibits, original application and/or funding request and/or other substantive materials as may be attached or included as a condition to this grant award, the Grantee must submit to the Director, a written Final Report documenting that the Grantee is meeting or has fulfilled all project and financial requirements. This report is to be received by the Director according to the schedule outlined in Article I.8. The Director, at his sole discretion, may require the Grantee to submit interim reports demonstrating progress on the project and accounting for project expenses to date. The Director may also request that a compilation statement or independent financial audit encompassing the entire grant period and accounting for the expenditure of grant funds be prepared by an independent certified public accountant at the expense of the Grantee.

Grantee shall attach to said Final Report, copies of original documentation conclusively demonstrating the expenditure of funds for the items indicated in Exhibit 2B as grant award expenses. Documentation shall include, but not be limited to, copies of original bills, invoices, vouchers, receipts, and canceled checks (front and rear) clearly designating payment for expenses associated with the event. Cash transactions are not acceptable unless a copy of a contract, invoice, receipt or other documentation supporting such cash payment is received, marked "paid" and signed by the recipient of the cash. The Director reserves the right to request original documentation to substantiate grant expenditures.

In the event that the Grantee fails to submit the required Final Report according to the schedule outlined in Article I.8., the Director may terminate this Agreement in accordance with Article II.14. Further, the Director or his designee must approve this report before the Grantee is deemed to have met all conditions of the grant award.

7. **Program Monitoring and Evaluation:** The Director or his designee may monitor and conduct an evaluation of the Grantee's operations and the project for which this grant is provided, which may include visits by County representatives to: observe the project or Grantee's programs, procedures, and operations; discuss the Grantee's programs with the Grantee's personnel; and/or evaluate the public impact of these funded events and activities. Upon request, the Grantee shall provide the Director with notice of all meetings of its Board of Directors or governing board, general activities and project-related events. In the event the Director or his designee conclude, as a result of such monitoring and/or evaluation, that the Grantee is not in compliance with the terms of this Agreement, not fulfilling other Grants program requirements, stipulations for which this Grant has been provided or for other reasons which significantly impact on the Grantee's ability to fulfill the conditions of this grant award, then the Director or his designee must provide in writing to the Grantee, within thirty (30) days of the date of said monitoring/evaluation, notice of the inadequacy or deficiencies noted which may significantly impact on the Grantee's ability to complete the project or fulfill the terms of this Agreement within a reasonable time frame. If Grantee refuses or is unable to address the areas of concern within thirty (30) days of receipt of such notice from the Director, then the Director, at his discretion, may take other actions which may include reduction or rescission of the grant award, or withholding grant funds until such time as the Grantee can demonstrate that such issues have been corrected. Further, in the event that the Grantee refuses or is unable to address the areas of concern and the grant award has been disbursed in full or in part, then the Director may request the return of the full or partial grant award. The Director may also institute a moratorium on applications from the Grantee to Department of Cultural Affairs Grants Programs for a period of up to one (1) year or until the deficient areas have been addressed to the satisfaction of the Director, whichever occurs first.

8. **Bank Accounts and Bonding:** Monies received pursuant to this Agreement shall be kept in accounts in established Florida banks, credit unions or savings and loan associations whose identity shall be disclosed in writing, with the identity and title of individuals whom the Grantee authorizes to withdraw or write checks on grant funds from the banking institution identified on the "Bank Account Disclosure" form submitted by the Grantee. These accounts need not be accounts, which are segregated from other accounts maintained by the Grantee. However, it is highly recommended that the Grantee maintain a separate account for these grant funds. All persons authorized to withdraw funds from the grant award account must be bonded by a reputable licensed firm.

9. Accounting and Financial Review: The Grantee must keep accurate and complete books and records for all receipts and expenditures of this grant award and any matching funds required in conformance with reasonable general accounting standards. These books and records, as well as all documents pertaining to payments received and made in conjunction with this grant, such as vouchers, bills, invoices, receipts and canceled checks, shall be retained in Miami-Dade County in a secure place and in an orderly fashion by the Grantee for at least two (2) years after: the occurrence of the Expenditure Deadline specified in Article 17; the expiration of an extended grant period as approved by the Director; the completion of a County requested or mandated audit or compliance review; the conclusion of a legal action involving the grant award, the Grantee and/or project or activities related to the grant award.

The Director or his designee may examine these books, records and documents at the Grantee's offices or other approved site under the direct control and supervision of the Grantee during regular business hours and upon reasonable notice. Furthermore, the Director may, upon reasonable notice and at the County's expense, audit or have audited all financial records of the Grantee, whether or not purported to be related to this grant.

10. Publicity and Credits: The Grantee must include the following credit line in all promotional marketing materials related to this grant including web sites, news and press releases, public service announcements, broadcast media, programs, and publications: "With the support of the Miami-Dade County Tourist Development Council, the Miami-Dade County Department of Cultural Affairs and the Cultural Affairs Council, the Miami-Dade County Mayor and Board of County Commissioners."

Grantees are also encouraged to use the "Tropiculture" logo stat in marketing and publicity materials. (Please call the Department of Cultural Affairs to request the stat sheet if one has not been included with this Agreement package.)

Further, the grantee agrees, that should the amount of this grant exceed \$10,000, grantee will confer upon the Tourist Development Council a sponsorship package comparable to the sponsorship package provided to every other grant or sponsor of the event who contributes a grant or funding in an amount equal to this grant. The sponsorship package to be provided in Exhibit 3 and is incorporated herein by reference.

11. Liability and Indemnification: It is expressly understood and intended that the Grantee, as the recipient of grant funds, is not an officer, employee or agent of Miami-Dade County, its Board of County Commissioners, its Mayor, the Department of Cultural Affairs or the Cultural Affairs Council. Further, for purposes of this Agreement, the grant project or activity, the parties hereto agree that the Grantee, its officers, agents and employees are independent contractors.

The Grantee 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 venturer, collaborator or partner of the Department of Cultural Affairs, the Cultural Affairs Council, the Miami-Dade County Mayor, the Miami-Dade County Board of County Commissioners, or its employees.

The Grantee agrees to be responsible for all work performed and all expenses incurred in connection with the project. The Grantee 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 Grantee that Miami-Dade County shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

The Grantee 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, 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 Grantee or its employees, agents, servants, partners, principals or subcontractors. Grantee 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 attorneys' fees which may issue thereon. Grantee 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 County or its officers, employees, agents and instrumentalities as herein provided.

12. Assignment: The Grantee is not permitted to assign this grant award or any portion thereof. Any purported assignment will render this grant null and void and subject to immediate rescission of the full amount of the grant award and reimbursement by the Grantee of its full value to the County.

13. Compliance with Laws: It shall be a contractual obligation of the Grantee hereunder, that during the term of this Agreement, the Grantee agrees to abide by and be governed by all applicable federal, state and county laws and terms of grants to Miami-Dade County and the Miami-Dade County Department of Cultural Affairs and Cultural Affairs Council, of which this grant is a sub grant, including, but not limited to the following Miami-Dade County Ordinances, Resolutions, sections of the County Code and federal laws:

- (a) County Ordinance No. 72-82 - Miami-Dade County's Conflict of Interest and Code of Ethics Ordinance - as amended, which is incorporated herein by reference as if fully set forth herein;
- (b) Section 2-8.1- of the Miami-Dade County Code - Ownership Disclosure;
- (c) County Ordinance No. 90-133- Amending Sec. 2-8.1; (d)(2) - Employment Disclosure;
- (d) Section 2-8.6 -of the County Code - Criminal Record;
- (e) County Resolutions R-202-96, R-206-96, R-13211-99
- (f) County Ordinance No. 92-15 codified as Section 2-8.1.2 of the County Code - Employment Drug-free Workplace;
- (g) County Ordinance No. 142-91 codified as Section 11A -29 et. seq. of the County Code – Family Leave;
- (h) County Resolution R-385-95 - Miami-Dade County Disability Nondiscrimination Affidavit, incorporating the following Federal laws and Acts:
 - (1) The Americans with Disabilities Act of 1990 (ADA), Pub.L. 101-336, 104 Stat. 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment;
 - (2) Title II, Public Services;
 - (3) Title III, Public Accommodation and Services Operated by Private Entities; and Section 504 of the Rehabilitation Act of 1973;
 - (4) Title IV, Telecommunications;
 - (5) Title V, Miscellaneous Provisions: The Rehabilitation Act of 1973,29 U.S.C. Section 794; The Federal Transit Act, as amended 49 U.S.C. Section 1612; The Fair House Act as amended, 42 U.S.C. Section 3601 - The foregoing requirements of this section shall not pertain to contracts with the United States or any department or agency thereof, or the State or any political subdivision or agency thereof or any municipality of this State;
- (i) Section 2-8.1 (c) of the County Code regarding Delinquent and Currently Due Fees or Taxes;
- (j) Resolution R-1206-97 regarding Welfare Reform Work Participation;
- (k) Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Title IX of the Education Amendments of 1972 as amended (42 U.S.C. 2000d et. Seq.).

The Grantee has certifiably indicated compliance to these laws, ordinances and resolutions by properly executing the affidavits attached hereto. See Affidavits for specific provisions and declarations described.

14. Remedies: In the event the Grantee shall fail to materially conform with any of the provisions of this Agreement, its attachments referenced herein as "Exhibits," the Director may withhold or cancel all, or any, unpaid installments of the grant upon giving five (5) calendar days written notice to the Grantee, and the County shall have no further obligation to the Grantee 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 Director, the Grantee shall repay to Miami-Dade County all portions of the grant which have been received by the Grantee, but which have not actually been disbursed by the Grantee as of the date that the written demand is received. In the event this grant is canceled or the Grantee is requested to repay grant funds because of a breach of this Agreement, the Grantee will not be eligible to apply to the Miami-Dade County Department of Cultural Affairs for another grant for a period of one (1) year, commencing on the date the Grantee receives the notice in writing of the breach of this Agreement. Further, the Grantee will be liable to reimburse Miami-Dade County for all unauthorized expenditures discovered after the expiration of the grant period. The Grantee will also be liable to reimburse the County for all lost or stolen grant funds.

Grant funds which are to be repaid to Miami-Dade County pursuant to this Section or other Sections in this Agreement, are to be repaid by delivering to the Director, a certified check for the total amount due payable to Miami-Dade County Board of County Commissioners.

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

15. 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.

16. 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 Grantee at the address specified in Article I.1 of this Agreement, and to the Director when addressed as follows: Director, Miami-Dade County Department of Cultural Affairs, 111 NW First Street, Suite 625, Miami, Florida 33128.

17. 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.

18. Contract Represents Total 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.

ARTICLE III

INSURANCE

The Grantee must maintain and shall furnish upon request to the Director or his designee, certificates of insurance indicating that insurance has been obtained which meets the requirements as outlined below:

1. Workmen's Compensation Insurance for all employees of the Grantee as required by Florida Statute 44.
2. Public Liability Insurance on a comprehensive policy in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the project, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

The 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:

1. The Company must be rated no less than "B" as to the management, and no less than "Class V" as to financial strength by the latest edition of 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,
2. 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 Insurance, and is a member of the Florida Guaranty Fund.

Certificates shall indicate no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

Modification or waiver of any of the aforementioned insurance requirements is subject to the approval of the County's Risk Management Division. The Grantee shall notify the County of any intended changes in insurance coverage, including any renewals of existing policies.

ARTICLE IV

TERMINATION

If, for any reason, the Grantee 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, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee 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 Grantee shall not be relieved of liability to the County by virtue of any breach of the Agreement by the Grantee, and the County may withhold any payments to the Grantee until such time as the exact amount of damages due to the County from the Grantee is determined.

ARTICLE V

SPECIAL CONDITIONS

The grant awarded to this Grantee is the result of an extensive public review process, which found that the Grantee is performing a public purpose through the programs, projects, and services recommended for support. Use of these funds for any program component not meeting this condition will be considered a material breach of the terms of this Grant Agreement and will allow Miami-Dade County to seek remedies including, but not limited to those outlined in the Articles and Exhibits of this Grant Agreement.

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
TOURIST DEVELOPMENT COUNCIL GRANTS PROGRAM

EXHIBIT I: REVISED PROJECT NARRATIVE

The Project Narrative/Description is a complete description of the proposed project or event as on the original application and approved by the program panel. Please include the number of events, participants, locations and audience to be served. Also, please include a brief statement indicating how this event will be made available to the public.

Project Title:

Activity Dates:

Narrative/Description:

Necessary changes in the program (if any):

**MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
TOURIST DEVELOPMENT COUNCIL GRANTS PROGRAM**

EXHIBIT 2B: REVISED GRANT AWARD BUDGET

Itemized cash expenses to be expended from grants award. Expenditures must equal the total amount of the grant award as listed on the cover sheet. Round amounts to the nearest dollar (do not show cents).

NOTE: The items specified in this budget must correspond with the Grant Dollars Allocated column of the Project Expense Budget on your original application form.

| | GRANT AWARD |
|-------------------------------|------------------------|
| PERSONNEL: | |
| ADMINISTRATIVE: | _____ |
| ARTISTIC: | _____ |
| TECHNICAL: | _____ |
| OUTSIDE ARTISTIC FEES: | _____ |
| OUTSIDE OTHER FEES: | _____ |
| MARKETING/PUBLICITY | _____ |
| PRINTING | _____ |
| POSTAGE | _____ |
| IN COUNTY TRAVEL | _____ |
| EQUIPMENT RENTAL | _____ |
| SPACE RENTAL | _____ |
| INSURANCE | _____ |
| UTILITIES | _____ |
| SUPPLIES/MATERIALS | _____ |
| OTHER COSTS (ITEMIZE): | |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| TOTAL TDC GRANT AWARD: | _____ |

