Memorandum

MIAMI-DADE COUNTY

Date: September 4, 2007

Agenda Item No. 10(B)(1)(A)

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: FY 2006-2007 Tourist Development Council Grants Program
Fourth Quarter Recommendations

Recommendation
It is recommended that the Board approve the funding of 16 grants for a total of $126,600 from the FY 2006-2007 Tourist Development Council (TDC) Grants Program – Fourth Quarter.

Scope
The impact of this agenda item is countywide.

Fiscal Impact/Funding Source
Funding for the TDC Grants Program comes from the 2% Tourist Development Room Tax Revenue and the 2% Hotel/Motel Food and Beverage Surtax revenues. In addition, the Greater Miami Convention and Visitors Bureau provide $25,000 annually to the TDC pursuant to a multi-year agreement.

Track Record/Monitor
Each recommended cultural organization has a track record for responding to Departmental grant requirements and contractual conditions. Michael Spring, Director of the Miami-Dade Department of Cultural Affairs, is responsible for monitoring the grant contracts.

Background
The TDC convened on June 14, 2007 to review 17 applications requesting $315,000 for the Fourth Quarter of the program. The TDC recommended funding 16 applicants for a total of $126,600.

The projects selected for funding represent a diversified range of activities and demographic locations. In its deliberations, the TDC carefully considered and applied the Tourist Development Council Grants guidelines as outlined below.

The Tourist Development Council Grants Program is responsive on a quarterly basis to organizations/events which showcase Miami-Dade County's appeal as a tourist destination by sponsoring tourist-oriented sports events, cultural and special events (visual and performing arts, including theater, concerts, recitals, opera, dance, art exhibitions, festivals and other tourist-related activities) and television origination projects.

The TDC specifically evaluated each applicant organization based on the following competitive review criteria: 1) tourism impact/marketing plan; 2) quality and track record of the organization and its event; 3) event coordination and management; and 4) fiscal feasibility and accountability. Attached is a list describing the projects being recommended for funding.

Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: September 4, 2007

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 10(B)(1)(A)

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
Veto _____
Override _____

Agenda Item No. 10(B)(1)(A)
09-04-07

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE FUNDING OF SIXTEEN (16) GRANTS FROM THE FY2006-2007 FOURTH QUARTER TOURIST DEVELOPMENT ROOM TAX PLAN AND SURTAX CATEGORY TO PROMOTE MIAMI-DADE COUNTY TOURISM WITH: CARIBBEAN CULTURAL CONNECTIONS, INC.; CITY OF HOMESTEAD PARKS AND RECREATION DEPARTMENT; CITY OF MIAMI BEACH, DEPARTMENT OF TOURISM AND CULTURAL DEVELOPMENT; CITY OF MIAMI, GENERAL SERVICES ADMINISTRATION/OFFICE OF PROTOCOL; CORAL GABLES CONGREGATIONAL CHURCH, INC.; JAMAICA AWARENESS, INC.; MIAMI BACH SOCIETY, INC.; MIAMI CLASSICAL GUITAR SOCIETY, INC., THE; MIAMI HISPANIC BALLET CORPORATION; MIAMI LIGHT PROJECT, INC.; MIAMI NORTHWEST EXPRESS TRACK AND FIELD CLUB, INC.; MIAMI-DADE SPORTS COMMISSION, INC.; MUSEUM OF SCIENCE, INC.; TEATRO AVANTE, INC.; UNIVERSAL HERITAGE INSTITUTE, INC., F/A PAKISTAN AMERICAN CULTURAL SOCIETY; UNIVERSITY OF MIAMI SCHOOL OF MUSIC AND AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE 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 funding of sixteen (16) grants for a total of $126,600 from the FY2006-2007 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:

Caribbean Cultural Connections, Inc.	3,000
City of Homestead Parks and Recreation Department	4,500
City of Miami Beach Department of Tourism and Cultural Development	5,000
City of Miami General Services Administration/Office of Protocol	10,000
Coral Gables Congregational Church	5,000
Jamaica Awareness, Inc.	6,000
Miami Bach Society, Inc.	8,000
Miami Classical Guitar Society, Inc., The	4,000
Miami Hispanic Ballet Corporation	15,000
Miami Light Project, Inc.	5,000
Miami Northwest Express Track and Field Club, Inc.	5,600
Miami-Dade Sports Commission, Inc.	12,000
Museum of Science, Inc.	13,500
Teatro Avante, Inc.	10,000
Universal Heritage Institute, The f/a Pakistan American Cultural Society	5,000
University of Miami School of Music	15,000

in substantially the form of the agreement attached hereto and made a part hereof; and authorizes the County Mayor or his designee to execute same for and on behalf of Miami-Dade County; and to exercise 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:

Bruno A. Barreiro, Chairman
Barbara J. Jordan, Vice-Chairwoman

Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of September, 2007. 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

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Stephen Stieglitz

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
2006-07 Tourist Development Council – Fourth Quarter

GRANT AWARD AGREEMENT - ARTICLE I

The Miami-Dade County Tourist Development Council, the Department of Cultural Affairs and the Cultural Affairs Council, the Mayor and the Board of County Commissioners are pleased to announce that Miami-Dade County has awarded a grant as described herein to (hereinafter referred to as the Grantee). The grant award is the result of an extensive public review process, which found that the Grantee is performing a public service through its programs and projects, and is awarded as follows:

GRANTEE AND GRANT DESCRIPTION

1. GRANTEE: (EIN#)
2. AMOUNT (TYPE OF AWARD): $ (Direct/Reimbursement)
3. PROJECT: (as described in the program application and any revisions attached)
4. ITEMIZED PROJECT BUDGET: (as described in the Reinstatement of Project Budget attached hereto)
5. GRANT START DATE:
6. GRANT END DATE:
7. REPORT DEADLINE:

The Parties hereto have executed this Agreement on the _____ day of _____, 20 _____.

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

_____
Clerk, Miami-Dade County
Board of County Commissioners

_____
County Manager/Designee

GRANTEE:

Articles I, II, III, IV and V, together with their exhibits, the Restatement of Project Budget, original application and Universal Affidavit, make up this grant award contract. In signing this article, the undersigned officials, on behalf of the Grantee, certify that they have read and will abide by the terms and considerations set forth in the General Terms and Conditions for Tourist Development Council Grants (Articles II, III, IV and V) dated September, 2004 as provided with the grant award package, and with those provisions outlined in the notarized and attached Universal Affidavit. Further, the Grantee agrees that the funded project will be executed in substantially the form outlined in the original application as approved for funding; in accordance with the program guidelines of the Tourist Development Council; and within the scope of budget submitted in the attached Restatement of Project Budget.

(Grantee's Corporate Seal)

_____
Signature Authorized Official #1

_____
Printed Name/Title Authorized Official #1

_____
Signature Authorized Official #2

_____
Printed Name/Title Authorized Official #2

Approved for form and legal sufficiency by the Miami-Dade County Attorney (9/2004).

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
GENERAL TERMS AND CONDITIONS FOR GRANTS (February, 2007) – ARTICLES II, III, IV and V

ARTICLE II

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

2. **Amount and Payment of Grant Award:** 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 once the award is approved and subject to the conditions and limitations as outlined in the Agreement and its accompanying articles and attachments.

Miami-Dade County's obligation to pay the award under the Agreement is contingent upon an appropriation by the Miami-Dade County Mayor and the Board of County Commissioners and on the availability of funds. In the event that County funds on which the Agreement is dependent do not materialize or are withdrawn, the Agreement is terminated and the County has no further liability to the Grantee, beyond that already incurred by the termination date. In the event of a County revenue shortfall, the total grant will be reduced accordingly. Such termination or reduction of the total grant shall not affect the responsibility of the Grantee under the Agreement as to those funds distributed.

3. **Project Description:** The Grantee may use the grant only for the purposes which are specifically described in Article I.3, designated "Project," as documented in the Grantee's program application and in accordance with the published guidelines of the grant program through which this grant is being awarded. Any necessary changes in the scope of the project are cited in the attached Restatement of Project Budget. 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 Article V, "Special Conditions," of the Agreement.

Minor project revisions believed to be necessary for the purpose of completing the project, but which do not substantially alter the original project, its quality, impact, or benefit to the organization, the County or its citizens, must be requested in writing to the Director sufficiently prior to implementation of revisions for the Director's approval. Minor revisions include, but are not limited to those affecting project scope, venue, timeframe and participants. 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 the Agreement. This budget is referenced in Article 1.4. and is attached to the Agreement as the Restatement of Project Budget, and the Grantee agrees that all expenditures will be subject to the terms of the Agreement and will not significantly deviate from the budget included as a part of the Grantee's program application or funding request information provided to the Miami-Dade County Department of Cultural Affairs. **The Grantee agrees and expressly understands that any grant budget revisions including line item changes necessary for the purpose of completing the project must be requested in writing to the Director for his consideration prior to the Grant End Date stated in Article 1.6 and that any requested changes may not exceed twenty-five percent (25%) of 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's offices.

5. **Grant End Date:** The Grantee shall encumber all grant and matching funds on or before the Grant End Date as outlined in Article I.6. Any grant funds not encumbered by the Grant End Date or for which a project extension has not been requested, or any encumbered funds not expensed within forty-five (45) days of the Grant End Date shall revert to the Department and the 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 Grant End Date. The Director, at his discretion, may grant an extension of up to one (1) year of the Grant End Date 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 Grantee has used the grant award for the project as approved (Article I.3.) and the Itemized Project Budget (Article I.4.) as attached to the Agreement as the Restatement of Project Budget, and has met and fulfilled all requirements as outlined in the Agreement, original application, and any other substantive materials as may be attached or included as a condition to this grant award, the Grantee must submit to the Director or his designee, 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 or his designee by the date specified in Article 1.7. in the form specific to the program through which this grant is being awarded. **The Grantee agrees and expressly understands that in making Final Report to the Department, any deviation from the grant expense budget attached to the Agreement as the Restatement of Project Budget must be requested in writing to the Director for his consideration prior to the Grant End Date stated in Article 1.6 and that any requested changes may not exceed twenty-five percent (25%) of the total amount of the grant award.** 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 require 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.

With the exception of grants made through the Major Cultural Institutions Grants Program and the Cultural Advancement Grants Program, the Grantee shall attach to the Final Report, copies of original documentation conclusively demonstrating the expenditure of funds for the items indicated in the Restatement of Project Budget as grant award expenses. Documentation shall include, but not be limited to, copies of original bills, invoices, vouchers, receipts, and copies of 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 case of grants made through the Major Cultural Institutions Grants Program, the Grantee shall submit an independent financial audit of the fiscal year encompassing the grant period as part of its Final Report. If an audit is not prepared in time to meet the Final Report deadline, a compilation statement encompassing the grant period prepared by an independent certified public accountant or corporate financial officer, attesting to the Grantee's financial position as reported and to the Grantee's total compliance with the provisions of the grant, may be submitted in the interim until such time as the final audit is available.

In the event that the Grantee fails to submit the required Final Report by the deadline date specified in Article 1.7., the Director may terminate the 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 the Agreement, is not fulfilling other program requirements or 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, 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 the 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, the Director, at his discretion, may take other actions, which may include the withholding, reduction or rescission of 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.

If Grantee is not in compliance with the conditions of any other County agreement, the Director, at his discretion, may take other actions, which may include the withholding, reduction or rescission of grant funds until such time as the Grantee can demonstrate that such issues have been corrected.

8. Bank Accounts and Bonding: Monies received pursuant to the 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.

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 Grant End Date specified in Article I.6.; 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 and marketing materials related to this grant including web sites, news and press releases, public service announcements, broadcast media, event programs, and publications: "With the support of the Miami-Dade County Department of Cultural Affairs and the Cultural Affairs Council, the Miami-Dade County Mayor and Board of County Commissioners." The grantee must also use the Department's logo in marketing and publicity materials whenever possible. Please call the Department to request an electronic logo file or download it from our website (www.miamidadearts.org).

By accepting County funds, the grantee is required to recognize and acknowledge Miami-Dade County's grant support in a manner commensurate with all contributors and sponsors of its activities at comparable dollar levels.

Grantees through the Department's All Kids Included initiative, Summer Arts and Science Camps for Kids (SAS-C), Youth Arts Enrichment program (YEP), and Youth Arts Miami (YAM) grants programs must include The Children's Trust logo (available for download at www.thechildrenstrust.org/MediaKit.asp) and the following statement in all materials related to the grant project, including but not limited to newsletters, press releases, brochures, fliers, websites or any other materials for dissemination to the media or general public:

> "The (insert event/program name) is funded by The Children's Trust. The Trust is a dedicated source of revenue established by voter referendum to improve the lives of children and families in Miami-Dade County."
>
> Note: In cases where funding by The Children's Trust represents only a percentage of the grantee's overall funding, the above language can be altered to read: "The (insert event/program name) is funded in part by The Children's Trust ....."

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 the Agreement and 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 the 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 the Agreement by the Grantee or its employees, agents, servants, partners, principals or subcontractors. The 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. The Grantee expressly understands and agrees that any insurance protection required by the 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 the Grantee shall be 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 the Agreement, the Grantee agrees to abide by and be governed by all applicable federal, state and county laws and the terms of grants made 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;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 <u>not</u> 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;
(h) Section 2-8.1 (c) of the County Code regarding Delinquent and Currently Due Fees or Taxes;
(i) Resolution R-1206-97 regarding Welfare Reform Work Participation.

The Grantee has certifiably indicated compliance with these laws, ordinances and resolutions by properly executing the affidavits attached hereto.

Further, all funded activities must provide equal access and equal opportunity in employment and services, and may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation or physical ability, in accordance with Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972 as amended (42 U.S.C. 2000d et seq.), the Americans with Disabilities Act (ADA) of 1990, Section 504 of the Rehabilitation Act of 1973, and Miami-Dade County ordinances No. 97-170, § 1, 2-25-97 and No. 98-17, § 1, 12-1-98.

14. Remedies: In the event the Grantee shall fail to materially conform with any of the provisions of the Agreement or its attachments referenced herein, 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 the 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 the 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 notice in writing of the breach of the 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 the Agreement, are to be repaid by delivering to the Director a certified check for the total amount due, payable to the 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 the Agreement shall not be deemed to constitute a waiver of the provision or any portion of the Agreement either at the time the breach or failure occurs or at any time throughout the term of the Agreement.

16. Written Notices: Any written notices required under the Agreement will become effective when delivered in person or upon the receipt of a certified letter addressed to the Grantee at the address specified in Article I.1 of the 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 the Agreement: Captions as used in the 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: The Agreement, including its special conditions and attachments, represents the whole and total agreement of the parties. No representations, except those contained within the Agreement and its attachments, are to be considered in construing its terms. Other than as specified in this agreement, no modifications or amendments may be made to the 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. Workers' Compensation Insurance for all employees of the Grantee as required by Chapter 440 Florida Statutes.
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 must indicate that no modification or change in insurance shall be made without thirty (30) days advance written 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 the Agreement, or should violate any of the covenants, agreements, or stipulations of the Agreement, the County shall thereupon have the right to terminate the 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

None.

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
RESTATEMENT OF PROJECT BUDGET

PROJECT INFORMATION

Fiscal Year / Program: 2006-2007 Tourist Development Council Grants Program

Organization Name:

Project Title:

Dates of Activities:

Necessary changes in the project (if any):

GRANT AWARD BUDGET

Itemize cash expenses to be expended from the grant award. Expenditures must equal the total amount of the grant award as listed on the Grant Award Agreement. 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	_____
OUT OF COUNTY TRAVEL	_____
EQUIPMENT RENTAL	_____
EQUIPMENT PURCHASE	_____
SPACE RENTAL	_____
INSURANCE	_____
UTILITIES	_____
SUPPLIES/MATERIALS	_____
OTHER COSTS (ITEMIZE):	
_____	_____
_____	_____

TOTAL GRANT AWARD: _____

PROJECT BUDGET

List cash and in-kind expenses and revenues specifically identified with your project/season. Round amounts to the nearest dollar (do not show cents). NOTE: Total project expenses and revenues must equal.

	Cash Expenses	In-kind		Cash Revenues	In-kind
Personnel			Admissions		
Administrative:			Contracted Services		
Artistic:			Tuitions		
Technical:			Corporate Support		
Outside Artistic Fees:			Foundation Support		
Outside Other Fees:			Private/Individual Support		
Marketing/Publicity			Government Grants:		
Printing			Federal		
Postage			State		
In County Travel			Local		
Out of County Travel			Applicant Cash on Hand		
Equipment Rental			*Other Revenues (itemize):*		
Equipment Purchase					
Space Rental					
Insurance					
Utilities					
Supplies/Materials					
Other Costs (itemize):					
			GRANT AWARD		

SUB TOTALS: _____ _____ **SUB TOTALS:** _____ _____

TOTAL EXPENSES: _____ **TOTAL REVENUES:** _____

Prepared by:

SIGNATURE _____ DATE _____

TYPED/PRINTED NAME _____ TITLE _____

Tourist Development Council Grants Program
FY2006-07 - Fourth Quarter

Organization/ Project Description	*FY2006-07 Final Award*
1. Caribbean Cultural Connections, Inc. **P.O Box 170107, Miami, FL 33017** **Organization Established in 1998** *The 3 Canal Bacchanal Show - None Shall Escape* Funds are requested to support the musical production of "The 3 Canal Bacchanal Show - None Shall Escape" by the celebrated 3 Canal singers of Trinidad & Tobago on September 26 - 29, 2007. The thoroughly entertaining Minstrel Carnival revue incorporates dramatic traditional Carnival characters and their stylized manner of speech, a live orchestra and performances. In addition to the 2 shows at the Joseph Caleb Auditorium, there are two workshops to teach the cultural art forms. All events are open to the public.	$3,000
2. City of Homestead - Parks and Recreation **790 North Homestead Blvd., Homestead, FL 33030** **Organization Established in 1913** *2007 4th of July Concert and Fireworks Show* Funds are requested to support the City of Homestead's 4th of July celebration that will include art exhibits and musical performances by the Caribbean Chillers. This event caters to the general public and tourists to bring all cultures together to celebrate the nation's holiday. The celebration will be held at the Homestead Sports Complex and will conclude with a pyrotechnics show.	$4,500
3. City of Miami Beach - Department of Tourism and Cultural Development **1700 Convetion Center Drive, Miami Beach, FL 33140** **Organization Established in 1915** *An American Celebration 2007* Funds are requested to support the 17th anniversary of the City of Miami Beach's annual "An American Celebration" event held on 8th and Ocean Drive, showcasing the South Beach Community and the amenities that are available in the surrounding areas. This year's celebration includes an induction of 10 children as new citizens and an amazing display of fireworks, with entertainment provided by a local musician, Jencarlos.	$5,000
4. City of Miami, General Services Administration/Office of Protocol **3500 Pan American Drive, Miami, FL 33133** **Organization Established in 1896** *Pan African Art and Book Exposition: The Sacred Presence* Funds are requested to support the Pan-African Art and Book Expo, the culminating event of a 10-day festival centered on the theme of "The Sacred Presence" in African world culture, including poetry, music, books and dance. The event, held on April 12-22, 2007, at Margaret Pace Park coincided with the national conference of the College Language Association, and included a series of public programs: a film series, workshop and two art exhibitions.	$10,000

Tourist Development Council Grants Program
FY2006-07 - Fourth Quarter

Organization/ Project Description	*FY2006-07 Final Award*
5. Coral Gables Congregational Church (United Church of Christ), 3010 De Soto Boulevard, Coral Gables, FL 33134 Organization Established in 1924	$5,000

CGCC Community Arts Program 2007 Summer Concert Series

Funds are requested to support marketing and outside artist fees associated with the Coral Gables Congregational Church (CGCC) Community Arts Program 2007 Summer Concert Series. The series presents eight concerts, June through August. Exceptional artistic quality is presented to Miami-Dade County visitors and residents through an ethnically and artistically diverse and wide appealing roster of classical, jazz, and crossover artists.

Greater Miami Convention and Visitors Bureau, Inc. 701 Brickell Avenue, Suite 2700, Miami, FL 33131 Organization Established in 1983	$20,000

" M-List" Live!

Funds are requested to support the development of two professionally produced, 30-minute feature television shows in conjunction with OnBoard Media/Beach TV Channel, called "M-List Live!" These are sequel productions to the two "M-List" shows produced in 2005 that showcased a total of 17 museums throughout Miami-Dade County. M-List Live! will feature performing arts organizations in a similar fashion, with very high production values.

6. Jamaica Awareness, Inc. 1210 NW 200th Street, Miami Gardens, FL 33169 Organization Established in 1985	$6,000

Caribbean Celebration Series 07

Funds are requested to support fees affiliated the Miami-Dade County productions of Jamaica Awareness' international presenting series, "Caribbean Celebration 2007" from July 1 through September 30, 2007. "Celebration 2007" is a series of multidisciplinary international and local cultural events celebrating the continued survival of the African culture in the Caribbean. These events reflect the diverse nature of Caribbean culture and how it has been influenced by African culture, retained and propagated over the years and all over the world.

7. Miami Bach Society, Inc. P.O. Box 4034, Coral Gables, FL 33114 Organization Established in 1983	$8,000

Tropical Baroque Music Festival VIII

Funds are requested to support the eighth International Early Music Festival presented by the Miami Bach Society. Musicians will come from Europe, South America, the Caribbean and other states in the United States to perform the series of of concerts. The peformances will be held churches and other scenic public venues throughout Coral Gables. Publicity will highlight the music to visitors and local residents to encourage them to enjoy the other tropical riches of the area.

Tourist Development Council Grants Program
FY2006-07 - Fourth Quarter

Organization/ Project Description	*FY2006-07 Final Award*
8. Miami Classical Guitar Society, Inc., The **10630 S.W. 126th Avenue, Miami, FL 33186** **Organization Established in 1988**	$4,000

3rd International Guitar Assemblage and Competition

Funds are requested to support Miami's 3rd International Guitar Assemblage and Competition, taking place from June 13 through June 16, 2007 at the Centro Cultural Espanol in Coral Gables. The event includes concerts by internationally renowned guitarists from Spain, Italy, Russia, and the U.S., as well as master classes, lectures and the international competition. Now in its 3rd year, the competition is unique and the first of its kind in Miami.

9. Miami Hispanic Ballet Corporation **900 SW First Street, #306, Miami, FL 33130** **Organization Established in 1993**	$15,000

XII International Ballet Festival of Miami

Funds are requested to support the 12th International Ballet Festival of Miami, held on August 31 through September 16, 2007. The festival is unique in Florida, with over 100 renowned dancers participating representing dance companies from Europe, North, South and Central America. Performances are held throughout Miami-Dade County, inlcuding venues such as the Carnival Center, Jackie Gleason Theater and Manuel Artime Theater.

10. Miami Light Project, Inc. **3000 Biscayne Blvd., Suite 100, Miami, FL 33137** **Organization Established in 1989**	$5,000

5th Annual - Miami/Project Hip Hop 2007 (MPH 2007)

Funds are requested to support Miami Light Project's 5th Annual Miami/Project Hip Hop (MPH 2007), a 10-day festival held on September 20-30, 2007. The project features Hip Hop dance, music, theater, spoken word, visual art and film with 16 different activities, including live performances, film screenings, panel discussions, master classes for artists and workshops for youth. The MPH 2007 events will take place at the Colony Theater, The Light Box and The Standard Hotel.

11. Miami Northwest Express Track and Field Club, Inc. **1310 NW 90th Street, Miami, FL 33147** **Organization Established in 1979**	$5,600

32nd Annual Northwest Track & Field Classic

Funds are requested to support the production costs associated with the 32nd Annual Northwest Track & Field Classic on June 8-10, 2007 at Miami-Dade College/ North Campus. The project provides South Florida's youth the opportunity to compete and engage in cultural exchanges with kids from foreign countries and throughout the United States.

Tourist Development Council Grants Program
FY2006-07 - Fourth Quarter

Organization/ Project Description	*FY2006-07 Final Award*
12. Miami-Dade Sports Commission, Inc. **15280 NW 79th Court, Suite 109, Miami Lakes, FL 33016** **Organization Established in 2003** *2007 USA Fencing Summer Nationals* Funds are requested to support the prestigious 2007 US Fencing Summer Nationals that will bring nearly 15,000 fencing participants and spectators from throughout the country to Miami Beach from July 1-8, 2007. This is a first time event for Miami-Dade County and will allow for a more operationally sound and successful event that will encourage USA Fencing's return to Miami in 2009 and beyond.	$9,000
13. Museum of Science, Inc. **3280 South Miami Avenue, Miami, FL 33129** **Organization Established in 1949** *The Dinosaurs of China* Funds are requested to support the marketing/promotion and presentation of The Dinosaurs of China, the finest collection of Chinese fossils from June 15, 2007 through June 1, 2008 in the Museum of Science. The exhibition features over 60 specimens, including 13 enormous articulated dinosaur skeleteons, together with unique fully sculpted models, interactive and multimedia experiences, and a children's paleo-discovery area. The museum expects over 200,000 visitors to visit for the once-in-a lifetime opportunity.	$13,500
14. Teatro Avante, Inc. **744 SW 8th Street, 2nd Floor, Miami, FL 33130** **Organization Established in 1979** *XXII International Hispanic Theatre Festival* Funds are requested to support costs associated with the production and presentation of the XXII International Hispanic Theatre Festival, the only one of its kind in the U.S., presented in three municipalities of Miami-Dade County: Miami, Coral Gables, and Key Biscayne. This request includes funding to present at least one production in English or with supertitles in English, in order to attract a wider audience.	$6,000
15. The Universal Heritage Institute a/f/a Pakistan American Cultura **8101 SW 204th Street, Miami, FL 33189** **Organization Established in 2006** *Pakistan Independence Day Festival* Funds are requested to support the "Azali Mela" - the Pakistan Independence Day Festival on August 18, 2007, at Bayfront Park in downtown Miami. The presentation of approximately 170 local and out-of-state performers includes music, exhibits and educational booths. The event offers a unique opportunity for Miami to showcase the serene music and exotic dances of Afghan, Baloch, Punjabi, and Sindhi heritage of the ancient land of India.	$5,000

Tourist Development Council Grants Program
FY2006-07 - Fourth Quarter

Organization/ Project Description	*FY2006-07 Final Award*
16. University of Miami School of Music **5807 Ponce de Leon Blvd., Suite 202, Coral Gables, FL 33146** **Organization Established in 1961**	$15,000

Festival Miami 2007

Funds are requested to support marketing and public relations costs associated with Festival Miami on September 29 through November 10, 2007. The five-week international festival of music will present over 25 events. Festival Miami seeks to present affordable programs that attract and appeal to local and regional communities as well as national and international visitors.