Memorandum

MIAMI-DADE COUNTY

Date: July 17, 2008

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

Agenda Item No. 10(A)(2)

From: George M. Burgess
County Manager

Subject: FY 2007-2008 Tourist Development Council Grants Program
Fourth Quarter Recommendations

Recommendation
It is recommended that the Board approve the funding of 14 grants for a total of $179,500 from the FY 2007-2008 Tourist Development Council Grants Program – Fourth Quarter.

Scope
The impact of this agenda item is countywide.

Fiscal Impact/Funding Source
Funding for the Tourist Development Council (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 provides $25,000 to the TDC pursuant to a multi-year agreement.

Track Record/Monitor
Each recommended 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 Tourist Development Council convened on June 10, 2008 to review 14 applications requesting $250,000 for the Fourth Quarter of the program. The TDC recommended funding all 14 applicants for a total of $179,500.

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: July 17, 2008

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

SUBJECT: Agenda Item No. 10(A)(2)

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(A)(2)
7-17-08

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE FUNDING OF FOURTEEN (14) GRANTS FROM THE FY2007-2008 FOURTH QUARTER TOURIST DEVELOPMENT ROOM TAX PLAN AND SURTAX CATEGORY TO PROMOTE MIAMI-DADE COUNTY TOURISM WITH: AMERICAN PUBLIC MEDIA / CLASSICAL SOUTH FLORIDA; CITY OF SUNNY ISLES BEACH; DADE COMMUNITY FOUNDATION F/A ORCHESTRA MIAMI; FLORIDA ASSOCIATION OF MUSEUMS FOUNDATION, INC.; INTERNATIONAL RARA FEST, INC.; IRREVERSIBLE MAGAZINE, INC.; JEWISH MUSEUM OF FLORIDA, INC.; JULIA E. BROWN THEATRICAL ASSOCIATION, INC.; KEY BISCAYNE CHAMBER OF COMMERCE; MIAMI HISPANIC BALLET CORPORATION; MIAMI NORTHWEST EXPRESS TRACK AND FIELD CLUB, INC.; MIAMI-DADE OFFICE OF FILM & ENTERTAINMENT; NEW THEATRE, INC.; TEATRO AVANTE, INC. 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 fourteen (14) grants for a total of $179,500 from the FY2007-2008 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:

American Public Media / Classical South Florida	15,000
City of Sunny Isles Beach	15,000
Dade Community Foundation f/a Orchestra Miami	7,500
Florida Association of Museums Foundation, Inc.	15,000
International Rara Fest, Inc.	5,000
Irreversible Magazine, Inc.	5,000
Jewish Museum of Florida, Inc.	7,000
Julia E. Brown Theatrical Association, Inc.	25,000
Key Biscayne Chamber of Commerce	10,000
Miami Hispanic Ballet Corporation	15,000
Miami Northwest Express Track and Field Club, Inc.	15,000
Miami-Dade Office of Film & Entertainment	15,000
New Theatre, Inc.	10,000
Teatro Avante, Inc.	20,000

and authorizes the County Mayor or his designee 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:

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 17th day of July, 2008. 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

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

GRANT AWARD AGREEMENT - ARTICLE I

The Miami-Dade County 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, acknowledging that the Grantee is performing a public service through its programs and projects, is awarded as follows:

GRANTEE AND GRANT DESCRIPTION

1.	GRANTEE:	(EIN#)
2.	AMOUNT OF GRANT:	$ (Reimbursement/Direct Award)
3.	PROJECT:	(as described in the program application and any revisions attached hereto)
4.	ITEMIZED PROJECT BUDGET:	(as described in the Reinstatement of Project Budget attached hereto)
5.	GRANT START DATE:	July 1, 2008
6.	GRANT END DATE:	September 30, 2008
7.	REPORT DEADLINE:	November 14, 2008

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 Grants (Articles II, III, IV and V) dated September, 2007 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 program 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 (9/2007).

6

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
GENERAL TERMS AND CONDITIONS FOR TOURIST DEVELOPMENT COUNCIL GRANTS (September, 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 Mayor or his designee. The County Mayor 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.

Tourist Development Council grants are made as either a Reimbursement Award or a Direct Award, with the type of grant determined on a case-by-case basis by the Director and on the approval of the Tourist Development Council. The type of this grant award is specified in Article I.2.

If Article I.2 designates this grant as a Reimbursement Award, the Grantee agrees to provide to the Director or his designee, within ninety days (90) of the event, copies of original documentation conclusively demonstrating the expenditure of funds for the items indicated as grant award expenses in the Restatement of Project Budget as a condition of receiving payment of this award. 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 the grant expenditures. If documentation as outlined above is not received within ninety days (90) of the event, or if the Director concludes that the documentation provided by the Grantee does not definitively demonstrate that funds were expended for the purposed allowed by this Agreement, the grantee shall waive any and all rights to receive payment of the grant.

If Article I.2 designates this grant as a Direct Award, 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.

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 I.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 I.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.

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 event that the Grantee fails to submit the required Final Report by the deadline date specified in Article I.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 payment. At the Director's sole discretion, a Grantee found to be deficient or in default of a previous grant contract may be declared permanently ineligible to apply to the Department of Cultural Affairs' grants programs. Reinstating the Grantee's eligibility to apply is also at the Director's sole discretion, and may only be considered subsequent to all deficient areas on prior grants having been addressed to the satisfaction of the Director.

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:** 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 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." The grantee must also use the Tourist Development Council 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.

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 Tourist Development Council, 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 Tourist Development Council, 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

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: 2007-2008 Tourist Development Council

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: _____

12

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** _____

13

Tourist Development Council Grants Program
FY2007-2008

Organization/
Project Description

1. American Public Media/ Classical South Florida

FY2007-2008
TDC Recommendation
$15,000

PO Box 520656, Miami, FL 33152
Organization Established in 1987

SymphonyCast Special Edition - The Cleveland Orchestra Live From Miami
Funds are requested to support SymphonyCast Special Edition - The Cleveland Orchestra Live from Miami, the simulcast of the Cleveland Orchestra's winter performances at the Adrienne Arsht Center for the Performing Arts of Miami-Dade County on Classical South Florida radio 89.7 FM. Presented as a special edition of American Public Media's weekly "SymphonyCast" program, the live performances of the world famous orchestra highlight the return of classical radio programming to South Florida.

2. City of Sunny Isles Beach

FY2007-2008
TDC Recommendation
$15,000

18070 Collins Avenue, Sunny Isles Beach, FL 33160
Organization Established in 1997

Offshore Super Series Power Boat Race
Funds are requested to support the "Offshore Super Series Power Boat Race" held in Sunny Isles Beach and Haulover Beach on June 21-22, 2008. The two-day race will showcase the area beaches and will provide increased commerce during non-peak hotel season. The race will be aired nationally on Fox Sports Network.

3. Dade Community Foundation a/f/a Orchestra Miami

FY2007-2008
TDC Recommendation
$7,500

200 South Biscayne Boulevard, Suite 505, Miami, FL 33131
Organization Established in 1967

Featuring Angel Romero
Funds are requested to support the Orchestra Miami's presentation of Angel Romero, a world-renowned classical guitarist on May 31 and June 1, 2008 at the Lincoln Theater in Miami Beach. The evening will feature the North American premiere of the "Concerto for Guitar" by Miami native and Grammy-nominated composer David Chesky.

4. Florida Association of Museums Foundation, Inc.

FY2007-2008
TDC Recommendation
$15,000

PO Box 10951, Tallahassee, FL 32302
Organization Established in 1991

Florida Association of Museums Annual Conference
Funds are requested to support the Florida Association of Museums' Annual Conference held at the Biscayne Bay Marriott on September 7-10, 2008. This year's theme is "Authentic Experiences in Florida Museums," with the expectation of over 300 attendees coming to the area.

Tourist Development Council Grants Program
FY2007-2008

Organization/
Project Description

FY2007-2008
TDC Recommendation
$5,000

5. International Rara Fest, Inc.

16215 NE 18th Court #108, Miami, FL 33162
Organization Established in 2008

International ROOTS RARA Festival 2008
Funds are requested to support the International ROOTS RARA Festival on August 16, 2008. This free, outdoor festival, aims to highlight and preserve Caribbean cultures with music, food and dance. Activities will take place in the Little Haiti neighborhood at North Miami Avenue, between 59th and 62nd Streets.

FY2007-2008
TDC Recommendation
$5,000

6. Irreversible Magazine, Inc.

540 West Avenue #814, Miami Beach, FL 33139
Organization Established in 2007

Irreversible Magazine Cultural Special Events Series
Funds are requested to support Irreversible Magazine's Cultural Special Events Series on July 30 and September 30, 2008. The magazine hosts an event every quarter highlighting visual and performing arts at a variety of art galleries in Miami-Dade County.

FY2007-2008
TDC Recommendation
$7,000

7. Jewish Museum of Florida, Inc.

301 Washington Avenue, Miami Beach, FL 33139
Organization Established in 1989

Exhibit: Florida Jews in Sports
Funds are requested to support the marketing of an exhibit with a focus on the history of Florida Jews in sports at the Jewish Museum of Florida from July 1 through November 23, 2008. The exhibition will attract and touch a wide audience of all ages and backgrounds. The exhibit will highlight a rich, varied and inspirational story, enhancing awareness of Florida history and culture.

FY2007-2008
TDC Recommendation
$25,000

8. Julia E. Brown Theatrical Association, Inc.

1601 NW 81st Street, Miami, FL 33147
Organization Established in 2004

Urban Theater & Entertainment Festival
Funds are requested to support the "Urban Theater & Entertainment Festival," held on July 29-August 2, 2008. The festival is a sister program to the "National Black Theatre Festival," and exposes participating youth to celebrity performances and Poetry Explosion events.

Tourist Development Council Grants Program
FY2007-2008

Organization/
Project Description

9. Key Biscayne Chamber of Commerce

FY2007-2008
TDC Recommendation
$10,000

88 W McIntyre Street, Suite 100, Key Biscayne, FL 33149
Organization Established in 1958
Key Biscayne Visitors Center
Funds are requested to support the Key Biscayne Chamber of Commerce Visitors Center, which provides a comprehensive outreach program for the visitors to the area year round. The visitors center was recently created in 2007 to promote Key Biscayne as an area destination.

10. Miami Hispanic Ballet Corporation

FY2007-2008
TDC Recommendation
$15,000

900 SW First Street, #306, Miami, FL 33130
Organization Established in 1993
XIII International Ballet Festival of Miami
Funds are requested to support the 13th International Ballet Festival of Miami, held on August 29th through September 14, 2008. The festival is unique in Florida, with over 100 renowned dancers and choreographers from the region and around the world.

11. Miami Northwest Express Track and Field Club, Inc.

FY2007-2008
TDC Recommendation
$15,000

1310 NW 90th Street, Miami, FL 33147
Organization Established in 1979
33rd Annual Northwest Track & Field Classic
Funds are requested to support the production costs associated with the 33rd Annual Northwest Track & Field Classic on June13-15, 2008, at Miami Dade College/ North Campus. The project provides South Florida's youth the opportunity to compete and engage in cultural exchange with children from foreign countries and throughout the United States.

12. Miami-Dade Office of Film & Entertainment

FY2007-2008
TDC Recommendation
$15,000

111 NW 1st Street, Suite 2540, Miami, FL 33128
Organization Established in 1957
FilMiami Marketing Campaign - Collateral materials and website re-design
Funds are requested to support the new FilMiami marketing campaign and website re-design to promote Miami-Dade County as a filming destination. The direct mail package and website serve as the primary marketing tools to attract both national and international producers and directors.

Tourist Development Council Grants Program
FY2007-2008

Organization/
Project Description

FY2007-2008
TDC Recommendation
$10,000

13. New Theatre, Inc.

4120 Laguna Street, Coral Gables, FL 33146
Organization Established in
Shakespeare & Friends Festival
Funds are requested to support New Theatre's 7th Annual Shakespeare & Friends Festival in Coral Gables. The festival runs from July 1st through September 7th, 2008, and features three classic plays.

FY2007-2008
TDC Recommendation
$20,000

14. Teatro Avante, Inc.

744 SW 8th Street, 2nd Floor, Miami, FL 33130
Organization Established in 1979
XXIII International Hispanic Theatre Festival
Funds are requested to support costs associated with the production and presentation of the XXIII International Hispanic Theatre Festival, the only one of its kind in the U.S., on July 9-27, 2008. The performances will be at the Adrienne Arsht Center, Prometeo Theatre, Key Biscayne Community Center and the Spanish Cultural Center. The Festival features one production in English or with supertitles in English, in order to attract a wider audience.