Memorandum

MIAMI-DADE COUNTY

Date: September 10, 2010

Agenda Item No. 9(A)(2)

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: FY 2009-2010 Tourist Development Council Grants Program
Third Quarter Recommendations for a Total of $175,800

Recommendation
It is recommended that the Board approve the funding of 20 grants for a total of $175,800 from the FY 2009-2010 Tourist Development Council Grants Program – Third 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. TDC grants are disbursed through Index Code TU243964, Sub-object Code 60625, and drawn from Fund 150, Subfund 151.

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 May 20, 2010 to review 20 applications requesting $321,600 for the Third Quarter of the program. The TDC recommended funding 20 applicants for a total of $175,800.

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 events; 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 Dennis C. Moss and Members, Board of County Commissioners

DATE: September 10, 2010

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

SUBJECT: Agenda Item No. 9(A)(2)

Please note any items checked.

_____ "3-Day Rule" for committees applicable if raised

_____ 6 weeks required between first reading and public hearing

_____ 4 weeks notification to municipal officials required prior to public hearing

_____ Decreases revenues or increases expenditures without balancing budget

_____ Budget required

_____ Statement of fiscal impact required

_____ Ordinance creating a new board requires detailed County Manager's report for public hearing

✓ No committee review

_____ Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve

_____ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 9(A)(2)
9-10-10

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE FUNDING OF TWENTY (20) GRANTS FOR A TOTAL OF $175,800 FROM THE FY2009-2010 THIRD QUARTER TOURIST DEVELOPMENT ROOM TAX PLAN AND SURTAX CATEGORY TO PROMOTE MIAMI-DADE COUNTY TOURISM WITH: CITY THEATRE, INC.; CUBAN CLASSICAL BALLET OF MIAMI, INC.; DANCE NOW! ENSEMBLE, INC., THE; GREATER MIAMI BILLFISH TOURNAMENT; HISPANIC THEATER GUILD CORPORATION; MAD DOG MANDICH FISHING CLASSIC, LLC; MIAMI COUNCIL FOR INTERNATIONAL VISITORS, THE; MIAMI DADE COLLEGE FOUNDATION, INC.; MIAMI GAY & LESBIAN FILM FESTIVAL, INC.; MIAMI GOIN' GREEN, LLC; MIAMI MOMENTUM DANCE COMPANY, INC.; MIAMI NORTHWEST EXPRESS TRACK CLUB, INC.; MIAMI RIVER FUND, INC.; MIAMI-DADE PUBLIC LIBRARY FOUNDATION, INC.; MICHAEL EPSTEIN SPORTS PRODUCTIONS, INC.; MICHAEL-ANN RUSSELL JEWISH COMMUNITY CENTER, INC.; NEW THEATRE, INC.; OFFSHORE EVENTS, LLC; RED CHEMISTRY, INC.; VIRGINIA KEY BEACH PARK TRUST, AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S 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 twenty (20) grants for a total of $175,800 from the FY2009-2010 Third 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:

City Theatre, Inc.	5,000
Cuban Classical Ballet of Miami, Inc.	7,000
Dance Now! Ensemble, Inc., The	5,000
Greater Miami Billfish Tournament	9,000
Hispanic Theater Guild Corporation	5,000
Mad Dog Mandich Fishing Classic, LLC.	5,000
Miami Council for International Visitors, The	6,000
Miami Dade College Foundation, Inc.	18,000
Miami Gay & Lesbian Film Festival, Inc.	22,500
Miami Goin' Green, LLC	6,250
Miami Momentum Dance Company, Inc.	10,000
Miami Northwest Express Track Club, Inc.	10,000
Miami River Fund, Inc.	6,400
Miami-Dade Public Library Foundation, Inc.	10,000
Michael Epstein Sports Productions, Inc.	6,600
Michael-Ann Russell Jewish Community Center, Inc.	7,000
New Theatre, Inc.	9,000
Offshore Events, LLC	10,050
Red Chemistry, Inc.	6,000
Virginia Key Beach Park Trust	12,000

and authorizes the County Mayor or County Mayor's designee to execute grant agreements, in substantially the form of the sample attached hereto, 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:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 10th day of September, 2010. 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.

Deborah Bovarnick Mastin

MIAMI-DADE COUNTY

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
Tourist Development Council - Third 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:	April 1, 2010
6.	GRANT END DATE:	June 30, 2010
7.	REPORT DEADLINE:	August 14, 2010

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 April, 2008 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 (4/2008).

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

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 may be declared permanently ineligible to apply to the Tourist Development Council or the Miami-Dade County Department of Cultural Affairs' grants programs. Reinstating the Grantee's eligibility to apply is 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. 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:

Organization Name:

Project Title:

Dates of Activities:

Describe any necessary changes to the project that differ from the original grant application:

PARTICIPATION

Numbers of Children/Youth to be Served:
Attending, Participating and/or Performing COMBINED

# of Infants / Preschool (Ages 0-5):

# of Children (Ages 6-12):

# of Youth (Ages 13-18):

TOTAL # of Children/Youth:

# of Children/Youth with Disabilities:

Note: only young adults with disabilities ages 19-22 are to be counted here:

# of Young Adults with Disabilities (Ages 19-22):

TOTAL PARTICIPATION:
All Adults PLUS All Children COMBINED

Audience/Attending:

Performing/Instructing:

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			Children's Trust (direct funding)		
Equipment Rental			Applicant Cash on Hand		
Equipment Purchase			*Other Revenues (itemize):*		
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
FY2009-2010

Organization/
Project Description

1. **City Theatre, Inc.**

FY2009-2010
TDC Recommendation

444 Brickell Ave., Suite 229, Miami, FL 33131
Organization Established in 1996

$5,000

Summer Shorts Birthday Bash - 15th Anniversary Celebration
Funds are requested to support the national marketing efforts associated with presenting the milestone City Theatre's SUMMER SHORTS BIRTHDAY BASH - THE 15th ANNIVERSARY CELEBRATION, scheduled for June 3 - 27, 2010 at the Adrienne Arsht Center for the Performing Arts. The objectives include: (1) to celebrate our company's history by presenting World Premieres of the nation's best "short" plays; (2) to give a "gift" back to our community with City Theatre's first full-length World Premiere Musical, CAMP LISA, a collaboration with internationally renowned, Grammy-nominated singer/songwriter Lisa Loeb and rising national star Marco Ramirez; (3) to attract national press and industry leaders to South Florida for the Festival; and (4) to publish a new play anthology to promote our work on the national map.

2. **Cuban Classical Ballet of Miami, Inc.**

FY2009-2010
TDC Recommendation

900 SW First Street, #306, Miami, FL 33130
Organization Established in 2006

$7,000

Don Quixote Ballet
Funds are requested to support the production costs associated with the Cuban Classical Ballet of Miami's "Don Quixote" ballet performance. This full-length ballet will take place on May 22 and 23, 2010 at the Fillmore Miami Beach at the Jackie Gleason Theater. Don Quixote ballet is based on an episode taken from the famous novel Don Quixote de la Mancha by Miguel de Cervantes.

3. **Dance Now! Ensemble, Inc., The**

FY2009-2010
TDC Recommendation

P.O. Box 416525, Miami Beach, FL 33141
Organization Established in 2000

$5,000

Dance Now! 10th Anniversary Performance
Funds are requested to support marketing and artistic fees associated with the production of Dance Now! Ensemble's (DNE) 10th Anniversary performance series at the Coco Plum Women's Club (April 23, 8PM) in Coral Gables and Little Haiti Cultural Center (April 30, 7PM) in Miami, and the North Beach Bandshell (May 2, 5PM) in Miami Beach. Conceived as an "in county" tour, with free and gated performances, this series is designed to create multiple cultural activities, maximizing marketing dollars in order to reach the broadest spectrum of local and tourist audiences. The performances will feature two world premieres from Artistic Directors Hannah Baumgarten and Diego Salterini and excerpts from ten years of DNE repertory.

4. **Greater Miami Billfish Tournament**

FY2009-2010
TDC Recommendation

P.O. Box 1036, Key Biscayne, FL 33149
Organization Established in 1982

$9,000

Yamaha Contender Miami Billfish Tournament
Funds are requested to support the marketing and printing costs associated with the production of the Yamaha Contender Miami Billfish Tournament, a tournament that promotes sportfishing, which is thriving all over the world as an enjoyable activity for the entire family. Scheduled to take place from March 23-28, 2010, this tournament showcases Miami as the capital of this ever-growing spectator and participant sport, while also promoting marine conservation and preservation ethics, along with businesses and artist from the South Florida area.

Tourist Development Council Grants Program
FY2009-2010

Organization/
Project Description

5. **Hispanic Theater Guild Corporation** — ***FY2009-2010 TDC Recommendation***

5034 SW 140th Court, Miami, FL 33135
Organization Established in 1989 — **$5,000**

EL AMOR Y OTROS PECADOS
Funds are requested to support the artistic and marketing costs associated with the production of EL AMOR Y OTROS PECADOS ("Love and Other Sins"), scheduled to take place at TEATRO 8, 2101 SW 8th Street in Miami. The play, written by Spanish playwright Javier Veiga, will open on April 30th and run through June 6, 2010 with a total of 24 presentations. Shows on Fridays and Saturdays at 8:30 pm and Sundays at 5 pm. Pre-arranged presentations for schools will be available on Saturdays and Sundays at 2:00 pm.

6. **Mad Dog Mandich Fishing Classic, LLC.** — ***FY2009-2010 TDC Recommendation***

7400 SW 50th Terrace, Suite 303, Miami, FL 33155
Organization Established in 2007 — **$5,000**

Publix Mad Dog Mandich Fishing Classic
Funds are requested to support the Mad Dog Mandich Fishing Classic, a fishing tournament promoting sportfishing, a thriving sport and an enjoyable activity for the entire family. The tournament is held at the Miami Beach Marina, May 21 - May 22, 2010. The tournament promises to showcase South Florida as the capital of this ever growing spectator sport, while promoting Miami as a popular travel destination. This project also promotes an awareness for Shake-A-Leg Miami and Marine Conservation through the Coastal Conservation Association.

7. **Miami Council for International Visitors, The** — ***FY2009-2010 TDC Recommendation***

2000 Ponce de Leon Blvd., 6th Floor, Coral Gables, FL 33176
Organization Established in 1959 — **$6,000**

Rendezvous in Miami "National Council for Intl Visitors" Southern Regional Meeting
Funds are requested to support "Rendezvous in Miami," a three-day celebration of citizen diplomacy. This professional conference will showcase Miami and South Florida as the business, cultural and tourism mecca of the southern U.S. for more than 150 out of town attendees. Capitalizing on our relationships and proximity to Latin America and the Caribbean, over the course of 3 days participants will have the opportunity to experience and explore the diversity of South Florida, its flourishing arts community, its international business scope, its vibrant people, and its beautiful landscape.

8. **Miami Dade College Foundation, Inc.** — ***FY2009-2010 TDC Recommendation***

300 NE 2nd Avenue, Room 5517, Miami, FL 33132
Organization Established in 1959 — **$18,000**

Miami International Film Festival
Funds are requested to support the marketing efforts associated with the Miami International Film Festival, scheduled for March 5 - 14, 2010. This "destination event" highlights the best of world films with an emphasis on Ibero films. The Festival offers the community 100 films from 40 countries, seminars, educational outreach (5,000 students will participate for the first time) and interaction with filmmakers and celebrities. More than 1 million media impressions are generated by the Festival. The Greater Miami community is a major part of the attraction. The Festival has an estimated ecomomic impact of $5,000,000.

Tourist Development Council Grants Program
FY2009-2010

Organization/
Project Description

). Miami Gay & Lesbian Film Festival, Inc.

FY2009-2010
TDC Recommendation

1521 Alton Road, #147, Miami Beach, FL 33139
Organization Established in 1998

$22,500

12th Annual Miami Gay & Lesbian Film Festival
Funds are requested to support the 12th Annual Miami Gay & Lesbian Film Festival scheduled for April 23 - May 2, 2010. The MGLFF's film screenings, seminars, and parties attract a significant number of gay, lesbian, bisexual and transgender (GLBT) tourists from all regions of the U.S. and internationally. Tourism continues to be MGLFF's largest growth segment as demonstrated by postal code analysis of ticket buyers of which 43% live outside of Miami-Dade County.

10. Miami Goin' Green, LLC

FY2009-2010
TDC Recommendation

2550 S. Bayshore Drive, Suite 11, Miami, FL 33133
Organization Established in 2008

$6,250

Miami Goin' Green
Funds are requested to support marketing efforts associated with the production of Miami Goin' Green open air festival, which is scheduled to take place on April 24, 2010. The event takes place during Earth Week which emphasizes the mission to educate the community on the importance and how easy it is to be "Green." This one-day event has several components including an Eco-Stage, Entertainment Stage, Kids Science Tent, Clothing Swap and more.

11. Miami Momentum Dance Company, Inc.

FY2009-2010
TDC Recommendation

P.O. Box 331973, Coconut Grove, FL 33233
Organization Established in 1982

$10,000

Miami Dance Festival 2010
Funds are requested to support the 2010 Miami Dance Festival scheduled for April 15 - May 30, 2010 at various venues around the county including: the Byron Carlyle Theater, Gusman Center, Miami Beach Botanical Garden, Coral Gables Library, Miami Beach Cinematheque, and PAN. Artists include internationally recognized XXXXX (Brazil), Isadora Duncan Dance Ensemble, Momentum Dance Company, Ballet Flamenco La Rosa, plus local favorites: BrazzDance Theatre & Dance Now! Ensemble. The festival will feature international guest artist Geeta Diaz (India) teaching Bollywood dance and Wayne Barbaste of Companie Wayne Barbaste (France) in performances, master classes and lectures.

12. Miami Northwest Express Track Club, Inc.

FY2009-2010
TDC Recommendation

1310 NW 90th Street, Miami, FL 33147
Organization Established in 1979

$10,000

35th Annual Northwest Track & Field Classic
Funds are requested to support the marketing and production costs associated with the 35th Annual Northwest Track & Field Classic. This event attracts youth from the Bahamas, British Virgin Islands, Canada, Cayman Islands, Jamaica, Mexico, Puerto Rico, U.S. Virgin Islands and throughout the United States to Miami-Dade County to compete for various trophies and awards. Scheduled to take place on June 11 - 13, 2010, the event will be held at Miami Dade Community College, North/Traz Powell Stadium.

Tourist Development Council Grants Program
FY2009-2010

Organization/
Project Description

13. Miami River Fund, Inc.

FY2009-2010
TDC Recommendation

c/o Robert King High, 1407 NW 7th Street, Miami, FL 33125
Organization Established in 1998

$6,400

Miami Riverday 2010
Funds are requested to support the 14th Annual Miami Riverday Festival on Saturday, April 10, 2010, at 250 NW North River Drive, in the heart of Downtown Miami, just minutes away from the nearly 4,000 hotel rooms in the Downtown and Brickell. The free festival celebrates the unique history and culture of the Miami River and features historical tours and re-enactments, educational boat tours, live music, children activities, environmental education and local cuisine.

14. Miami-Dade Public Library Foundation, Inc.

FY2009-2010
TDC Recommendation

101 West Flagler Street, Miami, FL 33130
Organization Established in 2002

$10,000

Art of Storytelling
Funds are requested to support the artistic and marketing fees associated with production of a cultural and professional exchange between the Miami-Dade Public Library System and the Argentina Public Libraries. During this international exchange, librarians and storytellers research and perform their craft in each other's country culminating in Miami at a week-long series of professional/artistic workshops, library and school visits, and an international storytelling Family Festival day on May 1, 2010. Celebrating its 10th year, this program attracts both national and international audiences.

15. Michael Epstein Sports Productions, Inc.

FY2009-2010
TDC Recommendation

29395 Agoura Road Suite 102, Agoura Hills, FL 91301
Organization Established in 1994

$6,600

Nautica South Beach Triathlon
Funds are requested to support the marketing and printing costs associated with the Nautica South Beach Triathlon, which is the sister event to the Nautica Malibu Triathion, the premiere event in the sport of triathlons. The event, taking place on Sunday, April 11, 2010 on South Beach, features celebrity, corporate and community components. It is scheduled to be televised nationwide on Fox Sports Network, reaching approximately 80 million homes and be advertised nationally in key endemic and non endemic print media.

16. Michael-Ann Russell Jewish Community Center, Inc.

FY2009-2010
TDC Recommendation

18900 NE 25th Avenue, North Miami Beach, FL 33180
Organization Established in 1987

$7,000

Festival Yachad - Israeli Folk Dance Festival
Funds are requested to support the Michael-Ann Russell Jewish Community Center's (JCC) annual Israeli Folk Dance Festival featuring more than 350 dancers from the JCC's Bamachol Dance Academy along with 130 dancers from Israeli dance groups /programs from Broward County, Latin America, Canada, and Israel. Festival Yachad will feature two shows in North Miami Beach - on Friday morning, May 28, 2010, at the Michael-Ann Russell JCC, and on Sunday evening, June 6, 2010, at the Julius Littman Theater for the Performing Arts.

Tourist Development Council Grants Program
FY2009-2010

Organization/
Project Description

17. New Theatre, Inc.

FY2009-2010
TDC Recommendation

4120 Laguna Street, Coral Gables, FL 33146
Organization Established in 1986

$9,000

Closing Production of the 2009 - 2010 Season
Funds are requested to support the final production of the 2009-2010 season at New Theatre in Coral Gables. Scheduled to take place between the months of April and July 2010, the play has yet to be determined as a response from the licensing agent is still pending. However, the play will either be a critically acclaimed production which closes on Broadway or another new play or classic that fullfills our mission of "new voices, new works and the classics."

18. Offshore Events, LLC

FY2009-2010
TDC Recommendation

6905 W. Broward Blvd. Suite 109, Plantation, FL 33317
Organization Established in

$10,050

3rd Annual Sunny Isles Beach Offshore Powerboat Challenge Weekend
The funds are requested to underwrite marketing expenses associated with the 3rd Annual Sunny Isles Beach Offshore Powerboat Challenge Weekend. This 4-day, action-packed event highlights those local area landmarks, and celebrates the history of Miami as the birthplace of offshore ocean racing and high performance boat manufacturing. The event is estimated to attract over 45,000 participants and spectators; contributes significantly to the local ecconomy with an estimated $4 million in hotel revenues and over 14,000 room nights; increased commerce for area restaurants and retail shops; and showcases the City of Sunny Isles Beach, the beauty and history of the local area.

19. Red Chemistry, Inc.

FY2009-2010
TDC Recommendation

8877 Collins Avenue, # 610, Surfside, FL 33149
Organization Established in 2006

$6,000

4th Edition Romance in a Can
Funds are requested to support the production costs associated with 4th Edition Romance in a Can film series, which premieres 15 independent first-run films. The festival is scheduled for May 1-9, 2010 at the following venues: Coral Gables Cinematheque, Miami Beach Cinemateque, Florida International University auditorium, Miami Beach High School and the Alliance Francaise on Calle Ocho.

20. Virginia Key Beach Park Trust

FY2009-2010
TDC Recommendation

4020 Virginia Beach Drive, Miami, FL 33149
Organization Established in 2000

$12,000

Fun In the Sun Youth Festival
Funds are requested to support marketing and production costs associated with the presentation of the Second Annual Fun in the Sun Youth Festival at Historic Virginia Key Beach Park on May 1, 2010. The event will focus on health, well being and eco-friendly initiatives, targeting youths ages 6-17. The goal of this green initative is to encourage and connect youth to green public spaces through education, participation and engagement. Proposed youth entertainment include arts and crafts, headliners Daniel Dwayne "Diggy" Simmons, Justin Drew Bieber, local nature personalities Earth Man and Oter John entertaining with live animals.