

Memorandum

MIAMI-DADE
COUNTY

Date: November 15, 2011

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

Agenda Item No. 9(A)(2)

From: Honorable Carlos A. Gimenez
Mayor, Miami-Dade County

Subject: FY 2010-2011 Tourist Development Council Grants Program
Fourth Quarter Recommendations for a Total of \$195,000

Recommendation

It is recommended that the Board approve the funding of 19 grants for a total of \$195,000 from the FY 2010-2011 Tourist Development Council Grants Program – Fourth Quarter. Attached is a list describing the projects being recommended for funding. In addition, it is recommended that Resolution R-130-06 (requiring contracts with non-governmental entities be signed by the other parties before being submitted to the Board of County Commissioners) be waived in order to expedite the allocation of funding support for these time-sensitive tourism-oriented and community events.

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.

In Ordinance 10-64 (the County budget ordinance for FY 2010-2011), a total of \$1,075,000 has been allocated for FY 2010-2011 Tourist Development Council (TDC) Grants (\$975,000 from Fund ST 150, Subfund 151, plus \$100,000 from Fund ST 150, Subfund 152). To date, a sub-total of \$862,425 in grants have been awarded through the first three quarters of the fiscal year. The current fourth quarter recommendations, totaling \$195,000, complete the recommended TDC grant allocations for this fiscal year, yielding a grand total of \$1,057,425 in grant support with a remaining balance of \$17,575 to be used in subsequent quarters of the program.

Delegation of Authority

Authority for executing contracts for these grants resides with the Mayor or his designee; authority for amending and exercising all provisions, including cancellation provisions contained in the contracts for these grants, is delegated to the Department Director.

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 August 31, 2011 to review 20 applications requesting \$367,500 for the Fourth Quarter of the program. The TDC recommended funding 19 applicants for a total of \$195,000.

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.

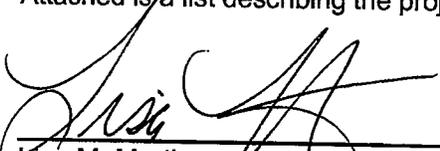
The Tourist Development Council Grants Program is responsive on a quarterly basis to organizations/events, which showcase Miami-Dade County's appeal as a tourist destination by sponsoring tourist-oriented sports events, cultural and special events (visual and performing arts,

including theater, concerts, recitals, opera, dance, art exhibitions and festivals) 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.

It is recommended that Resolution R-130-06 (requiring contracts with non-governmental entities be signed by the other parties before being submitted to the Board of County Commissioners) be waived. These grants recommendations are being submitted to the Board immediately subsequent to their thorough evaluation by the Tourist Development Council and while the Department of Cultural Affairs simultaneously issues grant agreements for execution by grantees, subject to the Board's approval of this agenda item. It is in the best interest of the County to waive Resolution R-130-06 and proceed in this manner in order to expedite grant allocations for time-sensitive tourism-oriented and community events. This "dual track" approach saves from one to two months of time in providing funding support to projects that have been evaluated through a thorough and already lengthy grants review process. As a safeguard, the Department negotiates the grant agreements by closely adhering to the descriptions of projects that are summarized in the list of grant projects attached to this memorandum. In addition, grant funds are released on a reimbursement basis to ensure that County grant funds are used strictly for the activities that are listed in this memorandum and represented in the subsequent grant agreements.

Attached is a list describing the projects being recommended for funding.



Lisa M. Martinez
Senior Advisor to the Mayor

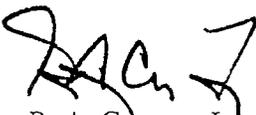


MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: November 15, 2011


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)
11-15-11

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE FUNDING OF NINETEEN (19) GRANTS FOR A TOTAL OF \$195,000 FROM THE FY 2010-2011 FOURTH QUARTER TOURIST DEVELOPMENT ROOM TAX PLAN AND SURTAX CATEGORY TO PROMOTE MIAMI-DADE COUNTY TOURISM WITH: BEACH SOCCER WORLDWIDE; CENTRO CULTURAL BOLIVIANO MASIS; CORAL GABLES CONGREGATIONAL CHURCH (UNITED CHURCH OF CHRIST), INC.; CULTURE IN THE CITY; GROUND UP AND RISING, INC.; HISPANIC THEATER GUILD CORPORATION; INFFINITO ART & CULTURAL FOUNDATION, INC.; IRREVERSIBLE MAGAZINE; MDGLCC FOUNDATION, INC.; MIAMI CITY BALLET; MIAMI HISPANIC BALLET CORP.; MUSEUM OF SCIENCE, INC. (DBA MIAMI SCIENCE MUSEUM); PERFROMING ARTS CENTER TRUST, INC. DBA ADRIENNE ARSHT CENTER FOR THE PERFORMING ARTS OF MIAMI-DADE COUNTY; ROCKER'S ISLAND ENTERTAINMENT, INC.; SOUTH FLORIDA AUTISM CHARTER SCHOOLS, INC.; SOUTH FLORIDA STADIUM, LLC; THE MIAMI SYMPHONY ORCHESTRA / ORQUESTA SINFONICA DE MIAMI, INC.; THE NATIONAL AUXILIARY ASSOCIATION, INC.; UNITED STATES JUDO, INC.; WAIVING RESOLUTION R-130-06, 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 nineteen (19) grants for a total of \$195,000 from the FY 2010-2011 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:

Beach Soccer Worldwide	10,000
Coral Gables Congregational Church (United Church of Christ), Inc.	5,000
Culture in the City	8,000
FANO a/f/a Centro Cultural Boliviano Masis	3,500
Ground Up And Rising, Inc.	3,500
Hispanic Theater Guild Corporation	10,000
Inffinito Art & Cultural Foundation, Inc.	8,000
Irreversible Magazine, Inc.	5,000
MDGLCC Foundation, Inc.	15,000
Miami City Ballet, Inc.	15,000
Miami Hispanic Ballet Corp.	15,000
Museum of Science, Inc. (dba Miami Science Museum)	9,000
Performing Arts Center Trust, Inc. dba Adrienne Arsht Center for the Performing Arts of Miami-Dade County	7,000
Rocker's Island Entertainment, Inc.	12,500
South Florida Autism Charter Schools, Inc.	12,500
South Florida Stadium LLC	25,000
The Miami Symphony Orchestra/Orquesta Sinfonica de Miami, Inc.	12,500
The National Auxiliary Association, Inc.	3,500
United States Judo, Inc.	15,000

(i) waives Resolution R-130-06, and (ii) 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.

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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:

Joe A. Martinez, Chairman	
Audrey M. Edmonson, Vice Chairwoman	
Bruno A. Barreiro	Lynda Bell
Esteban L. Bovo, Jr.	Jose "Pepe" Diaz
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared the resolution duly passed and adopted this 15th day of November, 2011. 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.

D.F.

Daniel Frastai



**MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
Tourist Development Council Grants Program – 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 «Organization» (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: «Organization» (EIN#«Federal_ID»
«Address», «City», «State» «Zip»
- 2. AMOUNT OF GRANT: «Award» (Reimbursement / Direct)
- 3. PROJECT: «Project_Title»
(as described in the program application and any revisions attached hereto)
- 4. ITEMIZED PROJECT BUDGET: (as described in the Restatement of Project Budget attached hereto)
- 5. GRANT START DATE: July 1, 2011
- 6. GRANT END DATE: September 30, 2011
- 7. REPORT DEADLINE: November 14, 2011

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 October, 2010 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

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MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
GENERAL TERMS AND CONDITIONS FOR TOURIST DEVELOPMENT COUNCIL GRANTS (October, 2010)
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 1.1, 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 1.2. 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 1.2.

If Article 1.2 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 back) 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 purposes allowed by this Agreement, the grantee shall waive any and all rights to receive payment of the grant.

If Article 1.2 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 1.3, 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.

Amendments to this Agreement and/or minor project revisions believed to be necessary for the purpose of completing the project, but which do not increase the amount of the grant award or substantially alter the original project, its quality, impact, or benefit to the organization, the County or its citizens, must be submitted/requested in writing to the Director sufficiently prior to implementation of revisions for the Director's execution (in the case of an amendment) or approval (in the case of a revision). Minor revisions include,

but are not limited to those affecting project scope, venue, timeframe and participants. The Director will make the final determination on revisions within fourteen (14) business days of the date of receipt of the request in the Department of Cultural Affairs' offices.

4. **Project Budget:** The Grantee agrees to demonstrate fiscal stability and the ability to administer grant funds responsibly and in accordance with standard accounting practices by developing and adhering to a project budget that is based upon reasonable revenue development and expenditures projected to accomplish the project covered under the Agreement. This budget is referenced in Article 1.4 and is attached to the Agreement as the Restatement of Project Budget, and the Grantee agrees that all expenditures will be subject to the terms of the Agreement and will not significantly deviate from the budget included as a part of the Grantee's program application or funding request information provided to the Miami-Dade County Department of Cultural Affairs. **The Grantee agrees and expressly understands that any grant budget revisions including line item changes necessary for the purpose of completing the project must be requested in writing to the Director for his/her 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 1.6. 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 1.3) and the Itemized Project Budget (Article 1.4) as attached to the Agreement as the Restatement of Project Budget, and has met and fulfilled all requirements as outlined in the Agreement, original application, and any other substantive materials as may be attached or included as a condition to this grant award, the Grantee must submit to the Director or his designee, a written Final Report documenting that the Grantee is meeting or has fulfilled all project and financial requirements. This report is to be received by the Director or his designee by the date specified in Article 1.7 in the form specific to the program through which this grant is being awarded. **The Grantee agrees and expressly understands that in making Final Report to the Department, any deviation from the grant expense budget attached to the Agreement as the Restatement of Project Budget must be requested in writing to the Director for his/her 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/her 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 back) 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 1.7, the Director may terminate the Agreement in accordance with Article II.14. Further, the Director or his designee must approve this report before the Grantee is deemed to have met all conditions of the grant award.

7. **Program Monitoring and Evaluation:** The Director or his designee may monitor and conduct an evaluation of the Grantee's operations and the project for which this grant is provided, which may include visits by County representatives to: observe the project or Grantee's programs, procedures, and operations; discuss the Grantee's programs with the Grantee's personnel; and/or evaluate the public impact of these funded events and activities.

Upon request, the Grantee shall provide the Director with notice of all meetings of its Board of Directors or governing board, general activities and project-related events. In the event the Director or his designee concludes, as a result of such monitoring and/or

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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 prompting significant concerns regarding 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 1.6.; 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 County's logo in marketing and publicity materials whenever possible. Please call the Department to request an electronic logo file or download it from our website (www.miamidadearts.org).

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

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 General Terms and Conditions for Tourist Development Council Grants (10/2010)

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 Ordinance No. 92-15 codified as Section 2-8.1.2 of the County Code - Employment Drug-free Workplace;
- (f) County Ordinance No. 142-91 codified as Section 11A -29 et. seq. of the County Code – Family Leave;
- (g) County Resolution R-385-95 - Miami-Dade County Disability Nondiscrimination Affidavit, incorporating the following Federal laws and Acts:
 - (1) The Americans with Disabilities Act of 1990 (ADA), Pub.L. 101-336, 104 Stat. 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment;
 - (2) Title II, Public Services;
 - (3) Title III, Public Accommodation and Services Operated by Private Entities; and Section 504 of the Rehabilitation Act of 1973;
 - (4) Title IV, Telecommunications;
 - (5) Title V, Miscellaneous Provisions: The Rehabilitation Act of 1973, 29 U.S.C. Section 794; The Federal Transit Act, as amended 49 U.S.C. Section 1612; The Fair House Act as amended, 42 U.S.C. Section 3601 - The foregoing requirements of this section shall not pertain to contracts with the United States or any department or agency thereof, or the State or any political subdivision or agency thereof or any municipality of this State;
- (h) Section 2-8.1 (c) of the County Code regarding Delinquent and Currently Due Fees or Taxes.

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

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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 as delegated to the Director, no other 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 Florida Statute 440.
2. Commercial General Liability Insurance in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

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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

Indirect costs may not be assigned to, charged against or debited from County grant funds.

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

Grant funds may not be used for any of the following types of expenses: proposal preparation; repayment of prior debt or deficit reduction; debts, contingencies, fines and penalties, interest and other financial costs; expenses incurred or obligated prior to or after the grant period; building, renovating or remodeling of facilities or capital items; travel or transportation costs to cover expenses for staff travel or presenting programs/activities outside of Miami-Dade County; remuneration of County employees for any services rendered as part of a project receiving a grant through the Department of Cultural Affairs; social/fundraising events; beauty pageants; sporting events played or hosted outside of Miami-Dade County; income generating events for an organization other than the applicant organization; hospitality costs including private entertainment, food, beverages, decorations or affiliate personnel; cash prizes, awards, plaques, or scholarships; re-granting; lobbying the County Commission or the Mayor, the judicial branch, or any public agency or office, or for propaganda materials; charitable contributions or donations; or events which are restricted to private or exclusive participation (by invitation and/or purchase requirements that exceed the cost of a typical, standard ticket to an event/performance), including restricting access to programs or facilities on the basis of race or ethnicity, color, creed, national origin, religion, age, gender, sexual orientation or physical ability.

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

Fiscal Year: _____
Grant Program Name: _____
Organization Name: _____
Program/Project Title: _____
Grant Start Date: _____
Grant End Date: _____

Describe any necessary changes to the program/project that differ from the original grant application (type "N/A" if none):

Numbers of Children/Youth to be Served: <i>Attending, Participating and/or Performing COMBINED</i>	# of Infants/Preschoolers (Ages 0-5):	<input type="text"/>
	# of Children (Ages 6-12):	<input type="text"/>
	# of Youth (Ages 13-17):	<input type="text"/>
	TOTAL # of Children/Youth to be Served:	0

Numbers of Children/Youth with Disabilities:	# of Children/Youth with Disabilities (Ages 0-17):	<input type="text"/>
	# of Young Adults with Disabilities (Ages 18-22):	<input type="text"/>
	TOTAL # of Children/Youth with Disabilities:	0

TOTAL PARTICIPATION:
All Adults PLUS All Children/Youth COMBINED

Audience / Attending:	<input type="text"/>	Performing / Instructing:	<input type="text"/>
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**Miami-Dade County Department of Cultural Affairs
FY 2010-2011 Tourist Development Council (TDC) Grants Program – Fourth Quarter**

*Organization/
Project Description*

**FY 2010-2011
TDC Recommendation
Award: \$3,500**

5. **Ground Up And Rising, Inc.**
2000 Ponce De Leon Blvd., Coral Gables, Florida 33134
Organization Established in 2005
Ground Up 2011 Summer Season
 Grant funds are requested to support Ground Up & Rising's 2011 Summer Season on Miami Beach. The season includes: True West by Sam Shepard, August 12 - 20, 2011; Jails, Hospitals & Hip Hop by Danny Hoch, September 9 -17, 2011. All performances are at The North Shore Youth Center in Miami Beach.

6. **Hispanic Theater Guild Corporation**
5034 SW 140th Court, Miami, Florida 33175
Organization Established in 1989
RAZAS (RACE)
 Grant funds are requested to support the presentation of RAZAS (RACE) a full length play by Pulitzer Prize winning American dramatist David Mamet at TEATRO 8 located at 2101 SW 8th Street in Miami. This production runs from August 25 - September 4, 2011 with a total of eight presentations. The play is performed in Spanish with English subtitles.

7. **Inffinito Art & Cultural Foundation, Inc.**
330 86th Street #6, Miami Beach, Florida 33141
Organization Established in 2000
15th Brazilian Film Festival of Miami
 Grant funds are requested to support the 15th Braff Miami on August 19 – 27, 2011. The festival is a nine-day event featuring the 40 most recent and best Brazilian productions during the competitive screenings of feature and short films at the Colony Theatre. The festival's opening night screening offers free admission. Other events include the tribute screenings of renowned director Arnaldo Jabor at Miami Beach Cinematheque, the marketplace and a Closing Award Ceremony.

8. **Irreversible Magazine, Inc**
695 NE 71 ST, Miami, Florida 33138
Organization Established in 2007
Irriversible Cultural Event Series
 Grant funds are requested to support Irriversible 101 events which are held at Cisneros Fontanals Art Foundation-Downtown Miami and Kavachnina Art Gallery, Design District, on August 5-7, 2011. The events include shows, international and local artists, children's exhibits, special performances, opening and closing receptions.

9. **MDGLCC Foundation, Inc.**
1130 Washington Avenue, Miami Beach, Florida 33139
Organization Established in 2008
LGBT Visitor Center
 Grant funds are requested for marketing expenses for the new LGBT Visitor Center on Miami Beach. The plan includes web and print advertising targeting the South Florida, New York City, Washington D.C., Boston, Philadelphia and Atlanta regions. Advertising focuses on drawing visitors to the destination and the center. The LGBT Visitor Center's advertising is supplemented by the GMCVB ad pool and hospitality market ad buys.

**Miami-Dade County Department of Cultural Affairs
 FY 2010-2011 Tourist Development Council (TDC) Grants Program – Fourth Quarter**

- | | <i>Organization/
Project Description</i> | FY 2010-2011
TDC Recommendation |
|-----|--|--|
| 10. | <p><u>Miami City Ballet, Inc.</u>
 2200 Liberty Avenue, Miami Beach, Florida 33139
 Organization Established in 1985
 <i>Miami City Ballet's Paris Debut</i>
 Grant funds are requested to support Miami City Ballet's debut in Paris, France, in July 2011. The performances featured the company with an outstanding opportunity to shine before an international audience, drawing attention to the cultural offerings of Miami-Dade County. Miami City Ballet was the only dance company featured, by exclusive invitation, during the prestigious Les Étés de la Danse festival in summer 2011.</p> | Award: \$15,000 |
| 11. | <p><u>Miami Hispanic Ballet Corp.</u>
 900 SW 1st Street, Miami, Florida 33130
 Organization Established in 1993
 <i>XVI International Ballet Festival of Miami</i>
 Grant funds are requested to support the XVI International Ballet Festival of Miami, held from August 26 - September 18, 2011. An annual event held during the shoulder season, the festival's activities take place in various venues in Miami-Dade County: The Fillmore Miami Beach, Colony Theater, Miami Beach Cinematheque, Tower Theater and Lehman Theater at Miami Dade College North Campus.</p> | Award: \$15,000 |
| 12. | <p><u>Museum of Science, Inc. (dba Miami Science Museum)</u>
 3280 South Miami Avenue, Miami, Florida 33129
 Organization Established in 1949
 <i>Moving Things Marketing Project</i>
 Grant funds are requested to support promotional activities for Miami Science Museum's new Moving Things exhibit. A prototype for the new Patricia and Phillip Frost Museum of Science at Museum Park, the exhibit features an exhibition of the physics and technology for moving things efficiently. The exhibition has been installed in the current location and will continue to provide inspiration for visitor-focused content in the new Museum.</p> | Award: \$9,000 |
| 13. | <p><u>Performing Arts Center Trust, Inc. dba Adrienne Arsht Center for the Performing Arts of Miami-Dade County</u>
 1300 Biscayne Boulevard, Miami, Florida 33132
 Organization Established in 1991
 <i>Cirque Eloize iD</i>
 Grant funds are requested to support Cirque Eloize iD, a new fusion of theatrical circus and urban dance created by Jeannot Painchaud, in collaboration with Cirque du Soleil, at the Adrienne Arsht Center's 2,400-seat Ziff Ballet Opera House from July 26-September 3, 2011. The Center's comprehensive web-based and print marketing efforts reach out to a local, national and international audience for the show's six-week run, which offers a total of 48 shows.</p> | Award: \$7,000 |

**Miami-Dade County Department of Cultural Affairs
 FY 2010-2011 Tourist Development Council (TDC) Grants Program – Fourth Quarter**

*Organization/
 Project Description*

**FY 2010-2011
 TDC Recommendation
 Award: \$12,500**

14. **Rocker's Island Entertainment, Inc.**
 601 NE 36th ST, Miami, Florida 33137
 Organization Established in 1997
Best of the Best Weekend
 Grant funds are requested to support the Best of the Best Weekend 2011, a four-day destination event on Memorial Day weekend centered around urban music genres. Funding assists with the event's development through the marketing and public relations promotions within the Radio One network of stations around the country, production costs related to the event, space rental for the performance, in-county shuttle transportation services and technical/artistic support.
15. **South Florida Autism Charter Schools, Inc.** **Award: \$12,500**
 7400 West 24 Avenue, Hialeah, Florida 33016
 Organization Established in 2008
Miami International Agriculture & Cattle Show
 Grant funds are requested to support the costs of musicians, supplies, equipment rentals, and advertising for the 4th Annual Miami International Agriculture and Cattle Show, held on March 18 - 19, 2011 at the Ronald Reagan Equestrian Center at Tropical Park. The event includes agricultural and livestock seminars, a cattle show, horse show, international musical performances, pony rides and games, and delicious food. More than 45,000 people attended the event last year.
16. **South Florida Stadium LLC** **Award: \$25,000**
 347 Don Shula Drive, Miami Gardens, Florida 33056
 Organization Established in 1984
Fc Barcelona vs. CD Guadalajara (Chivas) International Soccer Match
 Grant funds are requested to support the FC Barcelona vs. CD Guadalajara international soccer match at Sun Life Stadium held on August 3, 2011. Advertising for the match encouraged national and international soccer fans to visit Miami during an off-peak, mid-week in August 2011 resulting in record setting attendance. The match generated positive international exposure for Miami with the goal to encourage high profile soccer teams to play in Miami in the future.
17. **The Miami Symphony Orchestra/Orquesta Sinfonica de Miami, Inc.** **Award: \$12,500**
 10689 North Kendall Drive, Miami, Florida 33176
 Organization Established in 1989
Guerrilla Concerts: Music in Unsuspected Spaces
 Grant funds are requested to support the 'Guerrilla Concerts: Music in Unsuspected Spaces,' a program presented at the Miami International Airport. The concerts take classical music to unsuspecting audiences while they go through the Miami International Airport, and offer thousands of passengers the opportunity to be exposed to a different kind of entertainment in a non-traditional, and completely unexpected, venue.

**Miami-Dade County Department of Cultural Affairs
FY 2010-2011 Tourist Development Council (TDC) Grants Program – Fourth Quarter**

*Organization/
Project Description*

**FY 2010-2011
TDC Recommendation
Award: \$3,500**

18. **The National Auxiliary Association, Inc**
P O Box 825702, Pembroke Pines, Florida 33082
Organization Established in 2002
Camp Kanya

Grant funds are requested to support a unique and educational musical experience for 400 youth from Dade, Broward, and Palm Beach counties called Camp Kanya. Classes are conducted in various forms of dance, music, and marching band with an emphasis on the Black college band show style. This 3-day, 2-night event takes place at the University of Miami and houses 400 participants, 40 artists and clinicians, 30 chaperons, and 50 volunteers. This will be the 14th consecutive camp.

19. **United States Judo, Inc**
One Olympic Plaza, Suite 505, Colorado Springs, Colorado 80909
Organization Established in 1980
2011 IJF World Cup, U.S. Open & Training Camp

Award: \$15,000

Grant funds are requested to support the operational efforts of the 2011 IJF World Cup, U.S. Open, and Training Camp, which serve as an Olympic Qualifier for the sport of judo. The event reaches over 40 countries throughout the world. The grant assists with the operations and production of a successful event which firmly establishes Miami for hosting the event in years to come.