

Memorandum

MIAMI-DADE
COUNTY

Date: April 10, 2018

Agenda Item No. 8(C)(2)

To: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: FY 2017-18 Tourist Development Council Grants Program Second Quarter
Recommendations for a Total of \$358,750

Recommendation

It is recommended that the Board of County Commissioners approve the funding of 37 grants for a total of \$358,750.00 from the FY 2017-18 Tourist Development Council Grants Program – Second Quarter. Attached is a list describing the projects being recommended for funding. In addition, it is recommended that Resolution No. 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 two percent Tourist Development Room Tax Revenue and the two percent 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. Further, a remaining balance of \$213,072 from FY 2016-17 in unspent grant funds was carried over and is being appropriated as part of the FY 2017-18 program. TDC grants are disbursed through Index Code TU243964, Sub-object Code 60625, and drawn from Fund 150, Subfund 151.

Pursuant to Ordinance No. 16-104, \$1.25 million has been allocated for FY 2017-18 Tourist Development Council (TDC) Grants (\$1.1 million from Fund ST 150, Subfund 151, plus \$150,000 from Fund ST 150, Subfund 152). The current Second Quarter recommendations, totaling \$358,750, continue the recommended TDC grant allocations for this fiscal year.

Track Record/Monitor

Each recommended organization has a track record for responding to Departmental grant requirements and contractual conditions. Michael Spring, Director of the Department of Cultural Affairs, is responsible for monitoring the grant contracts.

Background

The Tourist Development Council convened on February 12, 2018 to review 39 applications requesting \$634,750 for the Second Quarter of the program. The TDC recommended funding 37 applicants for a total of \$358,750.

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.

Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

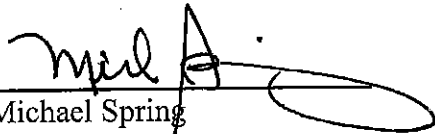
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The Tourist Development Council Grants Program is responsive on a quarterly basis to organizations/events, which showcase Miami-Dade County's appeal as a tourist destination by sponsoring tourist-oriented sports events, cultural and special events (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; (4) fiscal feasibility and accountability; and (5) efforts to comply with and incorporate the American with Disabilities Act (ADA) into projects.

It is recommended that Resolution No. 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 grant 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 No. 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.


Michael Spring
Senior Advisor

**Miami-Dade County Department of Cultural Affairs
FY 2017-2018 Tourist Development Council (TDC) Grants Program
2nd Quarter (January 1 - March 31)**

Organization/
Project Description

FY 2017-2018
TDC Recommendation

1. **The Miami Foundation, Inc. as fiscal agents 4Ward Miami, Inc.** **Award: \$6,750**

40 NW 3 Street #305, Miami, Florida 33128
Organization Established in 2012
District Location(s) for Project Activity: 5*
Gay8 Festival

Grant funds are requested to support the third annual Gay8 Festival, a Hispanic LGBT art, music and street festival in Little Havana. The street festival is scheduled to take place on February 18th and the Pa'Lante Awards on February 14, 2018. The Festival attracted 17,000 in its first year and 30,000 in its second. Guests will be able to walk from one musical event to another, while taking a historical walking tour, stopping in a local gallery or watching a free movie, all while enjoying the diverse cuisine from both vendors and local businesses. The project activities take place at the following venue: Calle Ocho from 14th to 17th Avenues.

2. **Center for the Advancement of Jewish Education, Inc.** **Award: \$5,000**

4200 Biscayne Boulevard, Miami, Florida 33137
Organization Established in 2002
District Location(s) for Project Activity: 5*; 6*; 7*
21 Annual Miami Jewish Film Festival

Grant funds are requested to support the 21st Annual Miami Jewish Film Festival (MJFF), which brings filmmakers, educators, and industry professionals to Miami to interact with audiences through screenings of award-winning films, panel discussions, and other special events. The 2018 Festival will occur January 11 - 25, 2018, over 13 days, with 70+ screenings held across Miami-Dade County. MJFF redefines the term festival with its year-round programs beyond its annual 13-day celebration of film. The project activities take place at the following venues: Regal Cinemas South Beach, O Cinema Miami Shores, Miami Beach Cinematheque, Coral Gables Art Cinema, and Bill Cosford Cinema.

3. **Chopin Foundation of the United States, Inc.** **Award: \$7,000**

1440 79th Street Cswy, Suite 117, North Bay Village, Florida 33141
Organization Established in 1976
District Location(s) for Project Activity: 7*

Chopin Foundation Concert Season - January through March 2018

Grant funds are requested to support the 2nd quarter activities (5 concerts in total) of the Chopin Foundation's 41st Season. This includes three Chopin for All Free Concerts (January, February and March), one Chopin Salon Concert (January) and a concert in collaboration with the Village of Key Biscayne (February). Each concert will feature performances by exceptional pianists who were selected for their award-winning success performing the music of Chopin. The Chopin for All and Chopin at Key Biscayne concerts are free and open to the public, appealing to a wide cross section of Miami-Dade's diverse community and are attractive to visitors to the County as well. The project activities will take place at the following venues: Granada Presbyterian Church, La Gorce Country Club and Key Biscayne Community Center.

Organization/

FY 2017-2018

* The districts identified for each grantee indicate the location(s) of the event/project. However, participants in and spectators attending the event/project come from all throughout the County.

**Miami-Dade County Department of Cultural Affairs
FY 2017-2018 Tourist Development Council (TDC) Grants Program
2nd Quarter (January 1 - March 31)**

Project Description

TDC Recommendation

4. **City of Miami Gardens** **Award: \$25,000**
18605 NW 27 Avenue, Miami Gardens, Florida 33056
Organization Established in 2003
District Location(s) for Project Activity: 1*
Jazz in the Gardens
Grant funds are requested to support the Jazz in the Gardens (JITG) music festival presented by the City of Miami Gardens, being held Thursday to Saturday, March 15 -18, 2017, with a Friday kick-off party and the Women's Impact Luncheon. Celebrating its 13th year, JITG will be hosted by celebrity comedian, Rickey Smiley and performances by Anita Baker, Chaka Khan, Smokey Robinson and Fantasia to name a few. The project activities will take place at the following venue: Hard Rock Stadium and Kovens Center.
5. **Coconut Grove Arts & Historical Association, Inc.** **Award: \$25,000**
3390 Mary Street, Suite 128, Coconut Grove, Florida 33133
Organization Established in 1962
District Location(s) for Project Activity: 7*
Coconut Grove Arts Festival
Grant funds are requested to support the 55th Annual Coconut Grove Arts Festival, which continues to be a Miami tradition by maintaining its position as one of the largest and most prestigious events of its kind in the country. The Festival is one of the most visible and celebrated events in Miami-Dade County. Held annually during Presidents' Day Weekend - February 17, 18, 19, 2018 - in the streets of Coconut Grove, Florida, the 3-day outdoor fine arts festival, exists with the purpose of promoting and supporting the arts in Miami-Dade County. The project activities will take place at the following venues: Streets of Coconut Grove, Florida - McFarlane Road, South Bayshore Drive, Pan American Drive and Coconut Grove Arts & Historical Association, Inc.
6. **Dr. Martin Luther King, Jr., Parade & Festivities Committee, Inc.** **Award: \$9,500**
P.O. Box 380358, Miami, Florida 33238
Organization Established in 1984
District Location(s) for Project Activity: 2*, 5*
Dr. Martin Luther King Jr. Parade & Family Festival
Grants funds are requested to support the nation's oldest and largest annual MLK holiday parade and festival that commemorates the life and legacy of the civil rights icon, Dr. Martin Luther King, Jr. The purpose of the 2018 event is to promote the individual value and potential of all people as a means to eliminate poverty, racism, and violence everywhere. The parade and festivities spotlight the Pan-African and Caribbean culture and feature a variety of arts programming, entertainment, and culinary experiences as a means to honor, promote, unify, and preserve civic pride and engender commitment to education, growth, and development. The project activities will take place at the following venue: Martin Luther King, Jr. Memorial Park.

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**Miami-Dade County Department of Cultural Affairs
 FY 2017-2018 Tourist Development Council (TDC) Grants Program
 2nd Quarter (January 1 - March 31)**

Organization/
 Project Description

FY 2017-2018
 TDC Recommendation

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| 7. | <p><u>El Ingenio Inc.</u> 6300 SW 20 Terrace, Miami, Florida 33155 Organization Established in 2010 District Location(s) for Project Activity: 5* <i>2nd Edition of Casandra International Women's Theatre Festival</i> Grant funds are requested to support the 2nd edition of Casandra International Women's Theatre Festival, featuring 3 plays by international artists, a visual art exhibit, film screenings, concert, magazine launch, and a panel discussion. The Festival will run from March 16 - 25, 2018. The project activities will take place at the following venues: Koubek Center, Centro Cultural Español (CCE Miami) and Cubaocho Museum and Performing Arts Center.</p> | Award: \$2,500 |
| 8. | <p><u>Finger Lakes GrassRoots Festival Organization, Inc.</u> 107 NE 22nd Street, Miami, Florida 33137 Organization Established in 2010 District Location(s) for Project Activity: 3*, 7* <i>Virginia Key GrassRoots Festival of Music and Dance a.k.a. Grassroots Live!</i> Grant funds are requested to support the Virginia Key GrassRoots Festival of Music and Dance aka Grassroots Live! on February 21 - 25, 2018. This event will showcase top-notch musical acts, as well as, live art, dance workshops, yoga, and beach camping. Now in its sixth year, the festival has implemented a new format that allows patrons coming to Virginia Key to explore other Miami music venues throughout Wynwood. This event is open to the general public. The project activities will take place at the following venues: Historic Virginia Key Beach Park, Lagniappe House, Garden Food and Bar, and Concrete Beach Brewery.</p> | Award: \$3,500 |
| 9. | <p><u>Florida International University Board of Trustees for the benefit of School of Music</u> 11200 SW 8th Street MARC 430, Miami, Florida 33199 Organization Established in 1965 District Location(s) for Project Activity: 11* <i>Miami International GuitART Festival</i> Grant funds are requested to support the Miami International GuitART Festival, presented by FIU School of Music, as part of its music series, at the Wertheim Performing Arts Center from February 19-25, 2018. The festival will celebrate Miami's Cuban heritage and will be dedicated to Cuban music, featuring some of Cuba's most influential musicians: guitarist/composer Eduardo Martin, guitarist/composer/pedagogue Martin Pedreira Rodriguez, and virtuoso guitarists Iliana Matos and Rene Izquierdo, as well as virtuoso American guitarist Eliot Fisk. In addition to the eleven concerts, the festival will also present six masterclasses, five lectures, luthiers expo, and a composers panel, as well as concert artist performance and composition competitions. The project activities will take place at the following venue: Herbert and Nicole Wertheim Performing Arts Center.</p> | Award: \$5,000 |

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**Miami-Dade County Department of Cultural Affairs
 FY 2017-2018 Tourist Development Council (TDC) Grants Program
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| <i>Organization/ Project Description</i> | FY 2017-2018 TDC Recommendation |
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| <p>10. <u>Florida International University Board of Trustees for the benefit of The Patricia & Phillip Frost Art Museum</u> 11200 SW 8th Street MARC 430, Miami, Florida 33199 Organization Established in 1975 District Location(s) for Project Activity: 11* <i>Dangerous Women</i> Grant funds are requested to support a marketing campaign for the upcoming exhibition, "Dangerous Women," February 17 - May 20, 2018. The exhibition includes Old Master paintings and prints depicting famous women in the Bible. The campaign includes print, digital, and radio advertising. The project activities will take place at the following venue: Patricia & Phillip Frost Art Museum.</p> | <p>Award: \$12,000</p> |
| <p>11. <u>Florida International University Board of Trustees for the benefit School of Hospitality Management SoBch Wine</u> 1600 NW 163 Street, Miami, Florida 33169 Organization Established in 1964 District Location(s) for Project Activity: 3* <i>2018 Fun & Fit as a Family</i> Grant funds are requested to support the 2018 Fun & Fit as a Family event taking place on February 24-25, 2018. This event allows parents and kids to learn the basics of a healthy lifestyle with Food Network personalities and renowned chefs. Kids will have the chance to explore the food garden and play sports on the beach while visiting with the animals of Jungle Island. Approximately 12,500 spectators are expected over the 2 day event. The event is marketed through various channels - ads in publications/websites, billboards on I-95, street pole banners, etc. Some of the media sponsors include companies such as: The Miami Herald, SunSentinel, Miami New Times, and Yelp. Loews Hotel South Beach is again the host hotel – there is a block of 500+ rooms there. The project activities will take place at the following venue: Jungle Island.</p> | <p>Award: \$10,500</p> |
| <p>12. <u>France-Florida Foundation for the Arts, Inc.</u> 1395 Brickell Avenue, Suite 1050, Miami, Florida 33131 Organization Established in 2003 District Location(s) for Project Activity: 3* <i>Tout Monde Festival</i> Grant funds are requested to support production and marketing costs associated with the first edition of the multidisciplinary French Caribbean Arts Festival in Miami entitled TOUT MONDE FESTIVAL. Organized in partnership with the France Florida Foundation for the Arts, the Cultural Services of the French Embassy and the Consulate General of France in Miami, TOUT MONDE FESTIVAL will take place throughout Miami from March 1 - 4, 2018. The project activities will take place at the following venues: Moore Building - Elastika, Pérez Art Museum Miami and Mana Wynwood Contemporary.</p> | <p>Award: \$2,500</p> |

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**Miami-Dade County Department of Cultural Affairs
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*Organization/
 Project Description*

**FY 2017-2018
 TDC Recommendation**

13. **Global Arts Project, Inc.** **Award: \$2,500**

19477 NE 10th Avenue Apt. 514, N Miami Beach, Florida 33179

Organization Established in 2015

District Location(s) for Project Activity: 4*

Artscape

Grant funds are requested to support the Artscape concert series presenting free culturally diverse concerts for tourists and Miami-Dade residents to enhance their arts experience on February 18 and 25, April 29, May 6, and September 30, 2018. The series will feature music from cultures and countries relevant to Miamians and those who visit. All performances open to the public. The project activities will take place at the following venue: Collins Park.

14. **GroundUp Music Productions, LLC.** **Award: \$15,050**

122 E 42nd Street, Rm 3900, New York, New York 10168

Organization Established in 2016

District Location(s) for Project Activity: 4*, 5*

GroundUP Music Festival

Grants funds are requested to offset the production costs associated with the 2nd annual GroundUp Music Festival on February 9 - 11, 2018. The GroundUp Music Festival will create a more immersive experience where locals and tourists alike can enjoy and appreciate the music up close and interact with the artists in the masterclasses and workshops that the artists themselves will lead. The festival is in partnership with the Rhythm Foundation and brings a strong line-up of Grammy-award winning artists and internationally-renowned performers including Snarky Puppy, The Wood Brothers, Bela Fleck and the Flecktones and Kitailo featuring Buika and others. With the established partnerships, the festival has become very community focused and brings an international audience to Miami. The project activities will take place at the following venues: North Beach Bandshell and Unidad of Miami Beach. All grant funds will be utilized for the benefit of Miami-Dade County.

15. **Historical Association of Southern Florida, Inc.** **Award: \$9,000**

101C W. Flagler Street, Miami, Florida 33130

Organization Established in 1940

District Location(s) for Project Activity: 5*

25th Miami International Map Fair

Grant funds are requested to support HistoryMiami Museum's 25th Annual Miami International Map Fair, February 2 – 4, 2018, for collectors, renowned map dealers, academics and hobbyists who make Miami their destination for the largest and longest running Map Fair in the world. For twenty-five years HistoryMiami has welcomed visitors from around the world, regionally and locally. Map Fair provides visitors with a window through which to see how cartography has given form to the worlds in which we explore and inhabit. The project activities will take place at the following venue: HistoryMiami.

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**Miami-Dade County Department of Cultural Affairs
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Organization/
 Project Description

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16. **Junior Orange Bowl Committee, Inc.** **Award: \$7,200**

770 Ponce de Leon Blvd Suite 102, Coral Gables, Florida 33134

Organization Established in 1977

District Location(s) for Project Activity: 6*, 7*, 10*

Junior Orange Bowl International Tennis, Golf, Basketball Classic

Grant funds are requested to support the events of the annual Junior Orange Bowl Festival that attract out of town participants. These events include the International Tennis Championship, the International Golf Championship, and the National Basketball Classic. Each of these events hosts participation from youths living outside Miami-Dade County, accruing well over 1,500 room nights locally. These events will collectively attract over 2,500 youth participants and over 10,000 attendees. The project activities will take place at the following venues: Crandon Park Tennis Center, Biltmore Tennis Center, University of Miami Tennis Center, Salvadore Park Tennis Center, and The Biltmore Hotel Golf Course

17. **Kiwanis Club of Little Havana, Inc.** **Award: \$15,000**

1400 S.W. First Street, Miami, Florida 33135

Organization Established in 1976

District Location(s) for Project Activity: 7*

Calle Ocho Festival

Grant funds are requested to support the production costs associated with the Calle Ocho Festival, March 11, 2018. Calle Ocho Festival is considered the largest Hispanic street festival in the nation and a major tourist attraction worldwide. Calle Ocho has been bringing the South Florida community together in one day for 42 years. It is a festival of music, international foods, children's activities, musical stages and musical groups performing. The project activities will take place at the following venues: between 8th Avenue and 27th Avenue on S.W. 8th Street.

18. **Miami Dade College - Miami Film Festival** **Award: \$12,000**

300 NE 2nd Avenue FT FL4, Miami, Florida 33132

Organization Established in 1959

District Location(s) for Project Activity: 3*, 5*; 7*

2018 Miami Film Festival

Grant funds are requested to support the 2018 Miami Film Festival's efforts to bring the best international and independent films to Miami residents and visitors from March 9 through 18, 2018. The Festival will present approximately 100 films from 35 countries, including their filmmakers when possible. Films, master classes and seminars, as well as social and networking events, will take place in various venues throughout the County, including special screenings and discussions for students. Funds will be used for advertising and marketing, with emphasis on media that reach tourists and seasonal visitors. Advertising and marketing will include print advertising, outdoor advertising, online and direct e-mails, and social media as well as public relations and Film Guide distribution through hotel concierge desks and retailers. The project activities will take place at the following venues: Olympia Theater, Regal Cinemas South Beach, Tower Theater, O Cinema Miami Beach, and The Landmark at Merrick Park

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**Miami-Dade County Department of Cultural Affairs
 FY 2017-2018 Tourist Development Council (TDC) Grants Program
 2nd Quarter (January 1 - March 31)**

*Organization/
 Project Description*

**FY 2017-2018
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19. **Miami Dade College - Museum of Art and Design** **Award: \$10,000**

300 NE 2nd Avenue, Miami, Florida 33132
Organization Established in 1960
District Location(s) for Project Activity: 4*, 5*, 7*
Living Together

Grant funds are requested to support Living Together, a multi-disciplinary festival curated by Rina Carvajal and Joseph Wolin with Lia Gangitano serving as advisor. This will be the primary programming of the museum through April of 2018 when it's location at the historic Freedom Tower reopens to the public. It includes strong involvement with tourists and residents of Miami-Dade County and performance artists, filmmakers and scholars engaging in a series of performances, labs, workshops, lectures and films that aim to open borders between art and life. The project activities will take place at the following venues: Soundscape Park, MDC Wolfson Campus (MDC Live Arts Lab & Auditorium), Cosford Cinema, North Beach Bandshell, and Bayfront Park (Amphitheater & Boat in the bay).

20. **Miami Design Preservation League, Inc.** **Award: \$20,000**

1001 Ocean Drive P.O. Box 190180, Miami Beach, Florida 33139
Organization Established in 1975
District Location(s) for Project Activity: 5*

Art Deco Weekend

Grant funds are requested to support the 41st Annual Art Deco Weekend - Art Deco Around the World. The Art Deco Weekend festival was started in 1976 by the Miami Design Preservation League to attract visitors to Miami Beach's Art Deco District and to raise awareness of the arts and culture of the Art Deco era. Art Deco Weekend now draws over 300,000 people for the three-day free community cultural festival (January 12 – 14, 2018) and features more than 85 events. The project activities take place at the following venues: Ocean Drive, Art Deco Museum, Wolfsonian-FIU and Miami Beach Ciinematheque.

21. **The Opera Atelier, Inc. as fiscal agent for Miami International Ballet** **Award: \$7,000**

Competition
15939 Biscayne Boulevard, North Miami Beach, Florida 33160
Organization Established in 2013
District Location(s) for Project Activity: 4*

Miami International Ballet Competition

Grant funds requested will be used to help support the newly created Miami International Ballet Competition and Master Classes accompanied by an evening ballet performance titled "International Ballet Celebration" on January 24 - 28, 2018. The project activities will take place at the following venues: Julius Littman Performing Arts Theater and Arts Ballet Theatre of Florida Studios.

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**Miami-Dade County Department of Cultural Affairs
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Organization/
 Project Description

FY 2017-2018
 TDC Recommendation

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| 22. | <p><u>Miami Light Project, Inc.</u> P.O. Box 531385, Miami Shores, Florida 33153 Organization Established in 1989 District Location(s) for Project Activity: 3* <i>Global Cuba Fest 2018</i></p> <p>Grant funds are requested to support the Global Cuba Fest 2018 in Miami's Wynwood Arts District on March 15 - 17, 2018. Global Cuba Fest is an annual celebration of the best musicians from the Cuban diaspora. The 2018 festival edition will be the 10th Anniversary Culmination featuring Dafnis Prieto (Cuban-American composer, drummer and recipient of the 2011 MacArthur Fellow Award), and Omar Sosa (Cuban composer and pianist based in Spain and recipient of a lifetime achievement award from the Smithsonian Associates). The project activities will take place at the following venue: The Light Box at Goldman Warehouse.</p> | Award: \$15,000 |
| 23. | <p><u>Miami-Dade County Office of Community Advocacy Black Affairs</u> Advisory Board 111 NW 1st Street, Suite 1034, Miami, Florida 33128 Organization Established in 1957 District Location(s) for Project Activity: 8* <i>South Dade Gospel Fest</i></p> <p>Grant funds are requested to support the South Dade Gospel Fest in celebration of Black History Month on Sunday, February 25, 2018. Each year the event has grown more successful as a result of the caliber of nationally recognized gospel talent that is featured. The project activities will take place at the following venue: South Dade Cultural Arts Center.</p> | Award: \$5,000 |
| 24. | <p><u>National Foundation for Advancement in the Arts, Inc.</u> 2100 Biscayne Boulevard, Miami, Florida 33137 Organization Established in 1980 District Location(s) for Project Activity: 3*, 5*, 6* <i>YoungArts Week</i></p> <p>Grant funds are requested to support marketing and advertising services associated with five nights of multidisciplinary performances and exhibitions during YoungArts Week, from January 7 - 14, 2018. YoungArts Week is YoungArts' annual signature program that brings the nation's most-talented young artists to Miami for a week-long intensive arts experience. The students are mentored by renowned artists in the visual, performing, literary and design arts, and then showcase their talents for thousands of residents, tourists, and art supporters, shining a light on Miami as a center for the highest level of cultural and art experiences. The project activities will take place at the following venues: New World Center, National YoungArts Foundation, Hilton Miami Downtown and Miami City Ballet.</p> | Award: \$15,000 |

Organization/

FY 2017-2018

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**Miami-Dade County Department of Cultural Affairs
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Project Description

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25. **National LGBTQ Task Force, Inc.** **Award: \$7,000**

80 Maiden Lane, Suite 1504, New York, New York 10038

Organization Established in 1972

District Location(s) for Project Activity: 3*, 5*

2018 Winter Party Festival

Grant funds are requested to support Winter Party Festival, which will include a projected 20 paid and free events in Miami Beach and Miami over a six-day period from February 28 - March 6, 2018. Benefiting the work of the National LGBTQ Task Force, Winter Party Festival expects 13,000 LGBTQ supporters and allies to attend this year's event with the majority attending from out-of-state and internationally. The project activities will take place at the following venues: Kimpton Surfcomber Hotel, Lummus Park, Score Nightclub, Club Space, and Heart Nightclub. All grant funds will be utilized for the benefit of Miami-Dade County.

26. **New World Symphony, Inc.** **Award: \$8750**

New World Center 500 17th Street, Miami Beach, Florida 33139

Organization Established in 1987

District Location(s) for Project Activity: 5*

New World Symphony's Spring WALLCAST Concerts, February – March 2018

Grant funds are requested to support three New World Symphony (NWS) WALLCAST® Concerts on February 17, March 10, and March 24, 2018. Featuring world-renowned artists, these presentations are part of NWS's 30th anniversary season. Projected live onto the façade of New World Center, NWS's WALLCAST® Concerts can be seen from SoundScape Park, and are offered to Miami-Dade County residents and tourists at no cost. The project activities will take place at the following venue: New World Center.

27. **Nu Deco Ensemble, Inc.** **Award: \$5,000**

3512 Estepona Avenue, Miami, Florida 33178

Organization Established in 2012

District Location(s) for Project Activity: 3*

Nu Deco Ensemble's concert at the Arsht Center, featuring American Singer-Songwriter Ben Folds

Grant funds are requested to defray costs associated with the March 29th, 2018 Nu Deco Ensemble concert at the Arsht Center. The concert will be the first collaborative effort between Nu Deco Ensemble and renowned multi-platinum selling American singer-songwriter, Ben Folds. With an audience capacity of 2,200 this unique and innovative performance at the Arsht Center will inspire South Florida audiences and tourists, alike. The project activities will take place at the following venue: Adrienne Arsht Center for the Performing Arts.

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Organization/
 Project Description

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| 28. | <p><u>Orchestra Miami, Inc.</u> PO Box 7598, Miami, Florida 33255 Organization Established in 2005 District Location(s) for Project Activity: 4*, 7* <i>Beethoven on the Beach</i></p> <p>Grant funds are requested to support Orchestra Miami's "Beethoven on the Beach" free outdoor concerts on Friday, March 9th at Pinecrest Gardens in Pinecrest, Saturday, March 10th at the North Beach Bandshell in Miami Beach and Sunday, March 11th at Gateway Park in Sunny Isles Beach. This year's concert will feature Miami's own Richard Fleischman on the viola performing Telemann's Concerto for Viola, along with Beethoven's rarely performed Symphony n. 4 in B Flat Major, Op. 60, performed by Orchestra Miami, Elaine Rinaldi conducting. The project activities will take place at the following venues: Pinecrest Gardens, North Beach Bandshell and Gateway Park.</p> | Award: \$6,000 |
| 29. | <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 District Location(s) for Project Activity: 3* <i>Flamenco Festival Miami 2018</i></p> <p>Grant funds are requested to support Flamenco Festival Miami 2018, a four-day celebration of flamenco and its honored place in Miami's culture. Flamenco Festival Miami 2018 will be held from March 8 - 11, 2018. The 2018 Festival will feature an impressive array of performances from Ballet Nacional de España and Andalusian Voices, featuring Carmen Linares, Marina Heredia, Arcángel and Ana Morales. The project activities will take place at the following venue: Adrienne Arsht Center for the Performing Arts.</p> | Award: \$9,000 |
| 30. | <p><u>Power Access, Inc.</u> 1616 Michigan Ave, #1, Miami Beach, Florida 33139 Organization Established in 2009 District Location(s) for Project Activity: 5* <i>South Beach Jazz Festival</i></p> <p>Funds are requested to support the 2nd Annual South Beach Jazz Festival, a weekend of live music featuring the sounds and rhythms of jazz, blues, Dixieland, Afro-Cuban, and Cubanola, supporting persons with disabilities, January 5 – 8, 2018. All performances will be fully accessible and will include members of the disabled community as performers. The project activities will take place at the following venues: The Colony Theater, The Fillmore Miami Beach at Jackie Gleason Theater, The Jewish Museum of Florida, Euclid Circle, and 1111 Stage Lincoln Road.</p> | Award: \$5,000 |

* The districts identified for each grantee indicate the location(s) of the event/project. However, participants in and spectators attending the event/project come from all throughout the County.

**Miami-Dade County Department of Cultural Affairs
 FY 2017-2018 Tourist Development Council (TDC) Grants Program
 2nd Quarter (January 1 - March 31)**

*Organization/
 Project Description*

**FY 2017-2018
 TDC Recommendation**

- | | | |
|-----|---|------------------------|
| 31. | <p><u>Rotary Foundation of South Miami, Inc.</u> 6401 SW 87 Avenue, Suite 115, Miami, Florida 33173 Organization Established in 1991 District Location(s) for Project Activity: 7* <i>South Miami Rotary Art Festival</i></p> <p>Grant funds are requested to support the 34th annual South Miami Rotary Art Festival, February 24 - 25, 2018, from 10am to 6pm Saturday and 10am to 5pm on Sunday with extended hours of jazz and beverage service on the sound stage Saturday night. The Festival takes place on Sunset Drive from US1 to Red Road just across US1 from the South Miami Metrorail station. There are 150 artists, 11 food vendor spaces, and continuous jazz onstage. The event, produced by the Rotary Foundation of South Miami, is juried and free to the public. The project activities will take place at the following venue: Sunset Drive between US1 and Red Road.</p> | Award: \$5,000 |
| 32. | <p><u>South Florida Bluegrass Association, Inc.</u> 20533 Biscayne Boulevard #358, Aventura, Florida 33180 Organization Established in 1971 District Location(s) for Project Activity: 4* <i>Everglades Bluegrass Festival</i></p> <p>Grant funds are requested to support the 40th annual, Everglades Bluegrass Festival. The three-day bluegrass music festival will be held on March 2 - 4, 2018 and will provide educational workshops, interactive jamming, accessibility, advanced hotel bookings, RV and tent camping, and cabin rentals. The project activities will take place at the following venue: Greynolds Park.</p> | Award: \$5,000 |
| 33. | <p><u>Community Television Foundation of South Florida, Inc.</u> 14901 NE 20 Avenue, Miami, Florida 33181 Organization Established in 1958 District Location(s) for Project Activity: 3*, 5*; 7* <i>Art Loft</i></p> <p>Grant funds are requested to support the costs associated with the production of Art Loft's season six, for the period of January 1 to March 31, 2018. Art Loft is an Emmy Award-winning, 30-minute program showcasing artists, arts organizations, and artistic events taking place in South Florida. The project activities will take place at the following venues: Bass Museum of Art, Art Basel Miami Beach Convention Center, ArtCenter South Florida, Loew Art Museum, and Institute of Contemporary Art.</p> | Award: \$10,250 |

* The districts identified for each grantee indicate the location(s) of the event/project. However, participants in and spectators attending the event/project come from all throughout the County.

**Miami-Dade County Department of Cultural Affairs
 FY 2017-2018 Tourist Development Council (TDC) Grants Program
 2nd Quarter (January 1 - March 31)**

Organization/
 Project Description

FY 2017-2018
 TDC Recommendation

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| 34. | <p><u>South Florida Symphony Orchestra</u> 2201 Wilton Drive Suite 12, Wilton Manors, Florida 33305 Organization Established in 1997 District Location(s) for Project Activity: 3* <i>South Florida Symphony Orchestra 2017/18 Season Miami Events</i> Grant funds are requested to support two (2) South Florida Symphony Orchestra concerts on January 24 and February 7, 2018. The first concert, "Dance of Life," features the Martha Graham Dance Company and the second concert, "And the Tony Goes to....," is a celebration of Broadway music. The project activities will take place at the following venue: Adrienne Arsht Center for the Performing Arts of Miami-Dade County. All grant funds will be utilized for the benefit of Miami-Dade County.</p> | Award: \$6,750 |
| 35. | <p><u>The Deering Estate Foundation, Inc.</u> 16701 SW 72 Avenue, Palmetto Bay, Florida 33157 Organization Established in 1989 District Location(s) for Project Activity: 8* <i>14th Annual Deering Seafood Festival on the Bay</i> Grant funds are requested to support the 14th Annual Deering Seafood Festival on the Bay being held on Sunday, March 25, 2018. The Deering Seafood Festival has been specifically designed to appeal to a broad and diverse audience in search of outdoor family-friendly fun, delicious food and entertainment that includes the best of South Florida: bay breezes, sunshine, fresh seafood, art, culture and history. This family-friendly event provides island themed all-day live entertainment, celebrity chef cooking demonstrations, fresh Florida seafood served up by local restaurants and caterers, a Li'l Shrimp Kids Zone and Deering Discovery Cove providing interactive educational, arts, crafts and recreational activities for children, an Artist Lane featuring local artists and artisan crafters, pontoon boat rides to Chicken Key and guided tours of the Deering Estate. The project activities will take place at the following venue: Deering Estate.</p> | Award: \$10,000 |
| 36. | <p><u>The Miami Children's Museum, Inc.</u> 980 Macarthur Causeway, Miami, Florida 33132 Organization Established in 1982 District Location(s) for Project Activity: 5* <i>The Lion Guard: The Exhibit</i> Grant funds are requested to support the marketing of "The Lion Guard: The Exhibit" a new children's exhibit designed by Miami Children's Museum in partnership with Disney. Miami Children's Museum will launch the first-ever museum exhibit based on Disney Junior's hit series, "The Lion Guard," which teaches children about community, diversity and teamwork. Disney's "The Lion Guard" series was ranked 2016's #1 series across preschooler networks in Total Viewers and Kids 2-5; the series was recently renewed for a third season. "The Lion Guard: The Exhibit" will be open to the public 10 am - 6 pm, daily, from January 27, 2018 - August 26, 2018. The exhibit will be located in the What's New? Gallery on the first floor of the Museum. The project activities will take place at the following venues: Miami Children's Museum.</p> | Award: \$14,000 |

* The districts identified for each grantee indicate the location(s) of the event/project. However, participants in and spectators attending the event/project come from all throughout the County.

**Miami-Dade County Department of Cultural Affairs
FY 2017-2018 Tourist Development Council (TDC) Grants Program
2nd Quarter (January 1 - March 31)**

*Organization/
Project Description*

**FY 2017-2018
TDC Recommendation**

37. **University of Miami, Frost School of Music**
 P.O. Box 405803, Atlanta, Georgia 30384-5803
 Organization Established in 2007
 District Location(s) for Project Activity: 3*, 7*
 Frost Music Live 2017-18

Award: \$20,000

Grant funds are requested to support the artist fees associated with the Frost Music Live 2017-18. The festival's goal is to present high quality music programs for the community at affordable prices. Support from the Tourist Development Council allows us bring in world class performers while keeping ticket prices low. Frost Music Live! is a year long music series that takes place September 1, 2017 through April 30, 2018. The project activities will take place at the following venues: University of Miami Gusman Concert Hall, Victor E. Clarke Recital Hall, and Adrienne Arsht Center. All grant funds will be utilized for the benefit of Miami-Dade County.

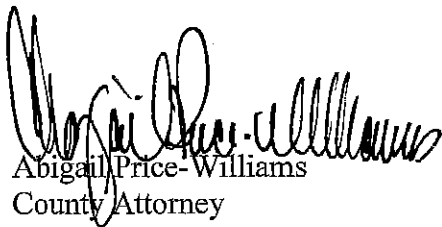
* The districts identified for each grantee indicate the location(s) of the event/project. However, participants in and spectators attending the event/project come from all throughout the County.



MEMORANDUM
(Revised)

TO: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

DATE: April 10, 2018

FROM: 
Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(C)(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
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor'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. 8(C)(2)
4-10-18

RESOLUTION NO. _____

RESOLUTION APPROVING THE FUNDING OF THIRTY-SEVEN GRANTS FOR A TOTAL OF \$358,750.00 FROM THE FISCAL YEAR 2017-2018 SECOND QUARTER OF THE TOURIST DEVELOPMENT COUNCIL GRANTS PROGRAM ROOM TAX PLAN AND SURTAX CATEGORY TO PROMOTE MIAMI-DADE COUNTY TOURISM; WAIVING RESOLUTION NO. R-130-06, AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE GRANT AGREEMENTS WITH VARIOUS ENTITIES AND TO EXERCISE ALL PROVISIONS, INCLUDING 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 thirty-seven (37) grants for a total of \$358,750.00 from the FY 2017-2018 Second Quarter 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:

| | |
|---|--------|
| The Miami Foundation, Inc. as fiscal agent for 4Ward Miami, Inc. | 6,750 |
| Center for the Advancement of Jewish Education, Inc. | 5,000 |
| Chopin Foundation of the United States, Inc. | 7,000 |
| City of Miami Gardens | 25,000 |
| Coconut Grove Arts & Historical Association, Inc. | 25,000 |
| Dr. Martin Luther King, Jr., Parade & Festivities Committee, Inc. | 9,500 |
| El Ingenio Inc. | 2,500 |
| Finger Lakes GrassRoots Festival Organization, Inc. | 3,500 |

| | |
|--|--------|
| Florida International University Board of Trustees for the benefit of School of Music | 5,000 |
| Florida International University Board of Trustees for the benefit of The Patricia & Phillip Frost Art Museum | 12,000 |
| Florida International University Board of Trustees for the benefit School of Hospitality Management SoBch Wine | 10,500 |
| France-Florida Foundation for the Arts, Inc. | 2,500 |
| Global Arts Project, Inc. | 2,500 |
| GroundUp Music Productions, LLC. | 15,050 |
| Historical Association of Southern Florida, Inc. | 9,000 |
| Junior Orange Bowl Committee, Inc. | 7,200 |
| Kiwanis Club of Little Havana, Inc. | 15,000 |
| Miami Dade College - Miami Film Festival | 12,000 |
| Miami Dade College - Museum of Art and Design | 10,000 |
| Miami Design Preservation League, Inc. | 20,000 |
| Miami International Ballet Competition | 7,000 |
| Miami Light Project, Inc. | 15,000 |
| Miami-Dade County Office of Community Advocacy Black Affairs Advisory Board | 5,000 |
| National Foundation for Advancement in the Arts, Inc. | 15,000 |
| National LGBTQ Task Force, Inc. | 7,000 |
| New World Symphony, Inc. | 8,750 |
| Nu Deco Ensemble, Inc. | 5,000 |
| Orchestra Miami, Inc. | 6,000 |
| Performing Arts Center Trust, Inc. dba Adrienne Arsht Center for the Performing Arts of Miami-Dade County | 9,000 |
| Power Access, Inc. | 5,000 |
| Rotary Foundation of South Miami, Inc. | 5,000 |
| South Florida Bluegrass Association, Inc. | 5,000 |
| Community Television Foundation of South Florida, Inc. | 10,250 |
| South Florida Symphony Orchestra | 6,750 |
| The Deering Estate Foundation, Inc. | 10,000 |
| The Miami Children's Museum, Inc. | 14,000 |
| University of Miami, Frost School of Music | 20,000 |

waives the requirements of resolution R-130-06, 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 and to exercise all provisions, including 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:

- | | |
|-------------------------------------|----------------------|
| Esteban L. Bovo, Jr., Chairman | |
| Audrey M. Edmonson, Vice Chairwoman | |
| Bruno A. Barreiro | Daniella Levine Cava |
| Jose "Pepe" Diaz | Sally A. Heyman |
| Barbara J. Jordan | Joe A. Martinez |
| 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 10th day of April, 2018. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the 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.



Monica Rizo Perez



MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
FY 2017-2018 Tourist Development Council Grants Program – Second Quarter (January 1 – March 31)

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»)
- 2. AMOUNT OF GRANT: «Address», «City», «State» «Zip»
- 3. PROJECT: «Award» (Reimbursement / Direct)
- 4. ITEMIZED PROJECT BUDGET: «Project_Title»
- 5. GRANT START DATE: (as described in the program application and any revisions attached hereto)
- 6. GRANT END DATE: (as described in the Restatement of Project Budget attached hereto)
- 7. PROJECT/EVENT DATE(S): January 1, 2018
- 8. REPORT DEADLINE: March 31, 2018

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, 2014 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

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
GENERAL TERMS AND CONDITIONS FOR TOURIST DEVELOPMENT COUNCIL GRANTS (October, 2017)
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 forty-five days (45) 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. Documentation for credit card transactions must include a copy of the relevant monthly credit card statement highlighting the charge for the expense, and proof of remittance to the credit card issuing company confirming payment made and accepted for the expense incurred. 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 forty-five days (45) 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, artistic selections, program titles, 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/her consideration prior to the Grant End Date stated in Article I.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 expended 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/her consideration prior to the Grant End Date stated in Article I.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. Documentation for credit card transactions must include a copy of the relevant monthly credit card statement highlighting the charge for the expense, and proof of remittance to the credit card issuing company confirming payment made and accepted for the expense incurred. 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 concludes, 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 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." For radio or television broadcast, we require the following voice-over language: "**This program is supported in part by the Miami-Dade County Tourist Development Council.**" For television broadcast, display of the County logo and the "www.miamidadearts.org" web address is required. The grantee must also use the County's logo in marketing and publicity materials, including but not limited to newsletters, press releases, brochures, fliers, websites or any other materials for dissemination to the media or general public. The County logo is available at www.miamidadearts.org under Grantee Resources. Grantees are required to credit the County's support in any communications about the grant-funded project on social media platforms using @MiamiDadeArts and #MiamiDadeArts

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.

Please note that grantees receiving funds through any program supported by revenues from The Children's Trust must include The Children's Trust logo and the following statement in all materials related to the grant project, including but not limited to newsletters, press releases, brochures, fliers, websites or any other materials for dissemination to the media or general public:

"The (insert event/program name) is funded by The Children's Trust. The Children's Trust is a dedicated source of revenue established by voter referendum to improve the lives of children and families in Miami-Dade County by making strategic investments in their future." To download an electronic version of The Children's Trust logo, please go to: [The Children's Trust Media Kit & Logos](#).

Note: In cases where funding by The Children's Trust represents only a percentage of the grantee's overall funding, the above language can be altered to read "The (insert event/program name) is funded in part by The Children's Trust..."

11. Liability and Indemnification: It is expressly understood and intended that the Grantee, as the recipient of grant funds, is not an officer, employee or agent of Miami-Dade County, its Board of County Commissioners, its Mayor, the 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 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.

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.
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.

Tourist Development Council grants are supported entirely through Tourist Development Room Tax Funds. Please note, however, that under County Commission resolution R-700-13, **no more than 25% of the Grantee's administrative budget** (i.e., salaries, benefits and fringes for the Grantee's management personnel; general overhead costs; clerical or administrative personnel who do not directly provide the services required pursuant to the Grantee's contract with the County) may be paid from Miami-Dade County General Funds. If the Grantee receives funds from multiple County sources that include Miami-Dade County General Funds, the aggregate total of funds received by the Grantee from all County sources may not be used for more than 25% of the Grantee's administrative budget.

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**

| REVENUES | TOTAL REVENUES | | % of cash revenues |
|---|--|---------|---------------------------------------|
| | CASH | IN-KIND | |
| Admissions | | | #DIV/0! |
| Memberships | | | #DIV/0! |
| Tuitions/Enrollment Fees | | | #DIV/0! |
| Contracted Services: Outside Programs/Performances | | | #DIV/0! |
| Contracted Services: Special Exhibition Fees | | | #DIV/0! |
| Contracted Services: Other | | | #DIV/0! |
| Rental Income | | | #DIV/0! |
| Corporate Support | | | #DIV/0! |
| Foundation Support | | | #DIV/0! |
| Private/Individual Support | | | #DIV/0! |
| Other Private Support: Auxilliary Activities | | | #DIV/0! |
| Other Private Support: Special Event Proceeds | | | #DIV/0! |
| Gov't Grants: Federal (Itemize Below) | | | #DIV/0! |
| | | | #DIV/0! |
| | | | #DIV/0! |
| Gov't Grants: State (Itemize Below) | | | #DIV/0! |
| | | | #DIV/0! |
| | | | #DIV/0! |
| Gov't Grants: Local (Not Dept of Cultural Affairs Grants) | | | #DIV/0! |
| | | | #DIV/0! |
| | | | #DIV/0! |
| Gov't Grants: The Children's Trust (Direct Funding) | | | #DIV/0! |
| Merchandise/Concession/Gift Shop Revs | | | #DIV/0! |
| Investment Income (Endowment) | | | #DIV/0! |
| Interest and Dividends | | | #DIV/0! |
| Cash on Hand | | | #DIV/0! |
| Other Revenues (Itemize Below) | | | #DIV/0! |
| | | | #DIV/0! |
| | | | #DIV/0! |
| | | | #DIV/0! |
| | | | #DIV/0! |
| | | | #DIV/0! |
| Department of Cultural Affairs Grants (Itemize below) (Do Not include this contract's grant award here.) | | | #DIV/0! |
| | | | #DIV/0! |
| | | | #DIV/0! |
| | | | #DIV/0! |
| Subtotals: CASH Revenues / In-Kind: | \$ - | \$ - | |
| GRANT AWARD AMOUNT: | Tourist Development Council (TDC) | | |
| | | | |
| Subtotal: Cash Revenues + Grant Award: | \$ - | | |
| TOTAL REVENUES: | \$ - | | |
| | | | <i>Grant Award % of cash revenues</i> |
| | | | #DIV/0! |
| | | | |
| | | | <i>Surplus/Deficit</i> |
| | | | \$ - |
| | | | <i>In-kind %</i> |
| | | | #DIV/0! |
| Authorizing Official: | | | |
| Signature: _____ | Date: _____ | | |
| Typed/Printed Name: _____ | Title: _____ | | |