

Memorandum

MIAMI-DADE
COUNTY

Date: June 4, 2019

Agenda Item No. 8(C)(2)

To: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: FY 2018-19 Tourist Development Council Grants Program Third Quarter
Recommendations for a Total of \$219,600.00

Recommendation

It is recommended that the Board of County Commissioners approve the funding of 27 grants for a total of \$219,600.00 from the FY 2018-19 Tourist Development Council Grants Program – Third 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 \$425,272 from FY 2017-18 in unspent grant funds was carried over and is being appropriated as part of the FY 2018-19 program. TDC grants are disbursed through Index Code TU243964, Sub-object Code 60625, and drawn from Fund 150, Subfund 151.

Pursuant to Ordinance No. 18-102, \$1.275 million has been allocated for FY 2018-19 Tourist Development Council (TDC) Grants (\$1.175 million from Fund ST 150, Subfund 151, plus \$100,000 from Fund ST 150, Subfund 152). The current Third Quarter recommendations, totaling \$219,600, 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 April 2, 2019 to review 28 applications requesting \$409,500 for the Third Quarter of the program. The TDC recommended funding 27 applicants for a total of \$219,600.

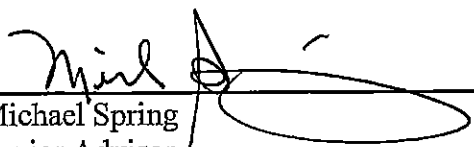
The projects selected for funding represent a diversified range of activities and demographic locations. In its deliberations, the TDC carefully considered and applied the Tourist Development Council Grants guidelines, as outlined below.

The Tourist Development Council Grants Program is responsive on a quarterly basis to organizations/events, which showcase Miami-Dade County's appeal as a tourist destination by sponsoring tourist-oriented sports events, cultural and special events (visual and performing arts, including theater, concerts, recitals, opera, dance, art exhibitions 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 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 2018-2019 Tourist Development Council (TDC) Grants Program
 Third Quarter (events taking place between April 1 - June 30)**

Organization/
 Project Description

FY 2018-2019
 TDC Recommendation

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| 1. | <p><u>Bascomb Memorial Broadcasting Foundation, Inc.</u>
 2921 Coral Way, Miami, Florida 33145
 Organization Established in 1971
 District Location(s) for Project Activity: 3*, 5*
 <i>Miami Downtown Jazz Festival</i></p> <p>Grant funds are requested to support WDNA 88.9FM Public Radio's 3rd annual Miami Downtown Jazz Festival scheduled for April 8 – 13, 2019. The festival will feature national and local jazz musicians and is designed to foster the history and nurture the development of jazz, perpetuate Miami's significant Jazz legacy and present an exciting world-class signature event that attracts visitors and jazz fans to Miami-Dade County. The project activities will take place at the following venues: Adrienne Arsht Center for the Performing Arts, Bayside Marketplace Marina Stage and Cultural Center Plaza.</p> | Award: \$6,000 |
| 2. | <p><u>Centro Cultural Boliviano Masis Corp</u>
 1051 SW 73 Avenue, Miami, Florida 33144
 Organization Established in 1994
 District Location(s) for Project Activity: 10*
 <i>5th Bolivian Carnival-International Parade</i></p> <p>Grant funds are requested to support the production costs associated with the Fifth Bolivian Carnival - International Parade on April 27, 2019. This event will showcase groups of dancers that come directly from the famous Carnival of Oruro-Bolivia, Patrimony of Humanity under a proclamation by UNESCO In 2001. The parade is an example of Centro Cultural Boliviano Masis' commitment to preserving cultural practices and heritage and improving the quality of community life. The project activities will take place at the following venue: Tropical Park.</p> | Award: \$3,500 |
| 3. | <p><u>Community Arts and Culture , Inc.</u>
 5401 Collins Avenue, Apt # 224, Miami Beach, Florida 33140
 Organization Established in 2002
 District Location(s) for Project Activity: 4*
 <i>21st Afro Roots Fest Miami Beach</i></p> <p>Grants funds are requested to support the production costs associated with the 21st Afro Roots Fest concert featuring Fatoumata Diawara, Noura Mint Seymali, and the Watoto Dance Theater from April 1 -15, 2019. The project activities will take place at the following venue: North Beach Bandshell.</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 2018-2019 Tourist Development Council (TDC) Grants Program
 Third Quarter (events taking place between April 1 - June 30)**

*Organization/
 Project Description*

**FY 2018-2019
 TDC Recommendation**

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| 4. | <p><u>Creation Art Center Corp.</u>
 111 SW 5 Avenue, Miami, Florida 33130
 Organization Established in 1984
 District Location(s) for Project Activity: 5*
 <i>Creation Art Center Cultural Activities</i>
 Grant funds are requested to assist in the marketing efforts for Creation Art Center's Cultural Activities during the months of April, May and June 2019, which includes: 3 Literary Fridays (presented the third Friday of every month) hosted by Miami Herald's reviewer Luis de la Paz; "Fusion," a collective Art Exhibit by 5 Costa Rican artists; and "Memories," a concert featuring Cuban tenor Rolando Polo. The project activities will take place at the following venue: Miami Hispanic Cultural Arts Center.</p> | Award: \$5,000 |
| 5. | <p><u>Cuban Classical Ballet of Miami, Inc.</u>
 111 SW 5th Avenue, Miami, Florida 33130
 Organization Established in 2006
 District Location(s) for Project Activity: 5*
 <i>Cuban Classical Ballet of Miami Annual Gala "Giselle" II Act</i>
 Grant funds are requested to support the marketing efforts associated with the Cuban Classical Ballet of Miami's (CCBM) annual gala presenting "Giselle" II Act on Saturday, June 8, 2019. The program will include Cuban prima Ballerina Lorna Feijoo, Cuban Principal Dancer Rolando Sarabia, CCBM soloists and corps de ballet and "Bayadere" pas de deux and "Esmeralda" Pas de deux. The project activities will take place at the following venue: Miami-Dade County Auditorium.</p> | Award: \$5,000 |
| 6. | <p><u>Double K Rodeo Productions, Inc.</u>
 105 Locust Lane, Royal Palm Beach, Florida 33411
 Organization Established in 2016
 District Location(s) for Project Activity: 10*
 <i>Miami Ram Extreme Rodeo</i>
 Grants funds are requested to support the Miami RAM Extreme Rodeo presented by Double K Rodeo Productions, Inc., scheduled for June 15 - 16, 2019. This event will bring athletes and spectators from many areas in Florida as well as several other states to compete in events such as bareback and saddle bronc riding, ladies barrel racing and the always intense bull riding. A specialty act will be entertaining the crowd between events and local food and merchandise vendors will be invited to sell their goods throughout the weekend. All grant funds are used for activities that occur in Miami-Dade County. The project activities will take place at the following venue: Tropical Park.</p> | Award: \$2,500 |

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**Miami-Dade County Department of Cultural Affairs
 FY 2018-2019 Tourist Development Council (TDC) Grants Program
 Third Quarter (events taking place between April 1 - June 30)**

Organization/
 Project Description

FY 2018-2019
 TDC Recommendation

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| 7. | <p><u>Edge Zones, Inc.</u>
 609 Lenox Avenue #4, Miami Beach, Florida 33139
 Organization Established in 2004
 District Location(s) for Project Activity: 2*, 4*
 <i>Miami Performance International Festival '19</i></p> <p>Grant funds are requested to support the production costs associated with the 8th edition of "Miami Performance Festival International '19" (M/P '19) which will take place from June -17 - 23, 2019 in several locations in Miami-Dade County. The festival will include live performances, exhibitions, live radio broadcasting, publications, experimental music, artist talks, and video screenings. Works by over 60 Florida artists unfold across the city alongside international artists from more than 10 countries. There are 68 events scheduled that will attract tourists to Miami-Dade County. The project activities will take place at the following venues: Edge Zones Art Center and Lummus Park.</p> | Award: \$5,250 |
| 8. | <p><u>Florida Grand Opera, Inc.</u>
 8390 NW 25 Street, Doral, Florida 33122
 Organization Established in 1940
 District Location(s) for Project Activity: 3*
 <i>Werther by Jules Massenet</i></p> <p>Grant funds are being requested to support the production costs associated with the 78th season of Florida Grand Opera for its presentation of Jules Massenet's Werther from April 27 - May 5, 2019. This is one of the greatest of all romantic operas, based on Goethe's The Sorrows of Young Werther, a lonely dreamer obsessed with a love he can never have. The project activities will take place at the following venue: Adrienne Arsht Center for the Performing Arts.</p> | Award: \$15,000 |
| 9. | <p><u>FUNDarte, Inc.</u>
 7455 Collins Avenue, Suite 201, Miami Beach, Florida 33141
 Organization Established in 2003
 District Location(s) for Project Activity: 5*
 <i>Out in the Tropics 10th Anniversary</i></p> <p>Grants funds are requested to support FUNDarte's 10th Anniversary of the Out in the Tropics (OITT) series, a contemporary performing arts series that focuses on performances by artists who address broad gender and social issues, presenting events that serve different facets of the local GLBTQ community and the community at large, while raising awareness of GLBTQ issues among the general public. The 10th anniversary will honor brilliant artistic voices from Mexico and will produce events that feature dance, multidisciplinary theater and poetry. Public events will consist of live performances and community engagement activities that will take place May 4 - June 1, 2019, including two performances by Tania Perez Salas Dance Company, one poetry reading by Ernesto Fundora and one performance by Astrid Hadad. The project activities will take place at the following venues: Miami-Dade County Auditorium, Miami Beach Botanical Garden and The Colony Theatre.</p> | Award: \$7,000 |

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**Miami-Dade County Department of Cultural Affairs
 FY 2018-2019 Tourist Development Council (TDC) Grants Program
 Third Quarter (events taking place between April 1 - June 30)**

*Organization/
 Project Description*

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10. Gotma, Inc. **Award: \$5,000**
12930 State Road 84, Davie, Florida 33135
Organization Established in 2010
District Location(s) for Project Activity: 6*
Masters Karate Tournament
 Grant funds are requested to support the Master Karate tournament, a two-day competition that will draw both national and international athletes to compete in various divisions, scheduled to take place on May 3 - 4, 2019. All grant funds are used for activities that occur in Miami-Dade County. The project activities will take place at the following venue: DoubleTree by Hilton Hotel Miami Airport & Convention Center.

11. GroundUp Music Productions, LLC **Award: \$5,100**
5736 Pine Tree Drive, Miami Beach, Florida 33140
Organization Established in 2016
District Location(s) for Project Activity: 4*, 5*
GroundUP Music Festival
 Grant funds are requested to support the third annual GroundUp Music Festival scheduled for February 8-10, 2019. This three-day festival will bring to Miami an eclectic mix of international and nationally renowned high caliber and high profile artists including three-time Grammy-Winning artist Snarky Puppy and Hall of Fame inductee David Crosby. Unlike the typical festival experience with overlapping music sets and barriers between artists and fans, this event will offer an intimate and immersive experience. The project activities will take place at the following venues: North Beach Bandshell, Alexander All Suite Oceanfront Resort and Castle Beach Club.

12. The Miami Foundation, Inc. afa IKT Miami, Inc. **Award: \$10,000**
P.O. Box 13332, Miami, Florida 33101
Organization Established in 2018
District Location(s) for Project Activity: 3*; 5*
IKT Miami Congress-Community Events
 Grant funds are requested to support the marketing efforts associated with the 2019 IKT (International Association of Curators of Contemporary Art) Miami Congress on April 11-14, 2019. The project includes cultural arts events that are open to the public: 5 Minute Rounds highlighting Miami artists, a symposium, a WALLCAST screening event featuring Bill Fontana's sound video piece, two podcast events with Fresh Art International, and a closing reception. The project activities will take place at the following venues: Pérez Art Museum Miami, Rubell Family Collection and The Wolfsonian-FIU.

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**Miami-Dade County Department of Cultural Affairs
 FY 2018-2019 Tourist Development Council (TDC) Grants Program
 Third Quarter (events taking place between April 1 - June 30)**

Organization/
 Project Description

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 TDC Recommendation

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| 13. | <p><u>Institute of Contemporary Art, Miami, Inc.</u>
 61 NE 41st Street, Miami, Florida 33137
 Organization Established in 2014
 District Location(s) for Project Activity: 3*
 <i>Design Series: Ettore Sottsass and the Social Factory</i></p> <p>Grant funds are requested to support marketing efforts for the Institute of Contemporary Art (ICA) Miami's "Design Series: Ettore Sottsass and the Social Factory" exhibition, taking place between April 18 - October 6, 2019. By presenting a series of scholarly exhibitions, ICA Miami's Design Series will engage the radical design gestures and programs that have determined the shape of the environments in which we move on a daily basis. As the first exhibition in the series, Ettore Sottsass and the Social Factory will feature Sottsass's legendary design and photographic work. The project activities will take place at the following venue: Institute of Contemporary Art, Miami.</p> | Award: \$7,000 |
| 14. | <p><u>Jorge M Pérez Art Museum Of Miami Dade County, Inc.</u>
 1103 Biscayne Boulevard, Miami, Florida 33132
 Organization Established in 1980
 District Location(s) for Project Activity: 3*
 <i>Beatriz Gonzalez: A Retrospective</i></p> <p>Grant funds are requested to support "Beatriz González: A Retrospective," an exhibition showcasing the work of this Bogotá-based artist. The largest US presentation of this artist's work to date, the exhibition will present over 130 works by the artist, with examples from the early 1960s up through the present. González's analytical painting practice is known for its appropriation of images taken from both Western art history and from newspapers from her native Colombia. She is best known for her bright and colorful paintings depicting the traumatic social context in her home country, and she has experimented throughout her career with diverse physical surfaces for her paintings. Emphasizing their domestic references and populist forms, these surfaces have included furniture, curtains, wallpaper and street signs. On display from April 11 – September 16, 2019, approximately 85,000 people are expected to visit this exhibition. The project activities will take place at the following venue: Pérez Art Museum Miami.</p> | Award: \$20,000 |
| 15. | <p><u>Marti Productions</u>
 9137 Fountainebleau Boulevard, Suite 7, Miami, Florida 33172
 Organization Established in 2008
 District Location(s) for Project Activity: 5*
 <i>An Operetta Fantasy</i></p> <p>Grants funds are requested to support the presentation of Gala of Operettas, An Operetta Fantasy featuring excerpts from the Merry Widow, Count of Luxembourg, Duchessa of Bal Tabarin and Strauss' Die Fledermaus on May 19, 2019. The project will be produced and presented in collaboration with international singers and actors, local ballet dancers and the full orchestra of the Florida Chamber Orchestra led by Maestro Marlene Urbay. The project activities will take place at the following venue: Miami-Dade County Auditorium.</p> | Award: \$9,000 |

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**Miami-Dade County Department of Cultural Affairs
 FY 2018-2019 Tourist Development Council (TDC) Grants Program
 Third Quarter (events taking place between April 1 - June 30)**

*Organization/
 Project Description*

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 TDC Recommendation**

16. Miami Beach Arts Trust, Inc. **Award: \$5,000**
1873 NE 154th Street, North Miami Beach, Florida 33162
Organization Established in 1997
District Location(s) for Project Activity: 5*
MiamiArtzine.com
 Grant funds are requested to support miamiartzine.com, a year-round free online publication dedicated to promoting the arts and culture in Miami-Dade County, from April 1 - September 30, 2019. The components of the project are to increase awareness and readership of miamiartzine.com and thereby increase awareness of the arts in Miami-Dade County and to help fund stipends to artists who write for, edit and create art for miamiartzine.com. Miamiartzine.com is a resource available 24/7 and is used by Miami-Dade County residents and visitors from the US and over 135 countries. The project activities will take place at the following venue: Miami Beach Arts Trust Office.

17. Miami Beach Gay Pride, Inc. **Award: \$15,750**
1130 Washington Avenue, First Floor North, Miami Beach, Florida 33139
Organization Established in 2008
District Location(s) for Project Activity: 5*
Miami Beach Pride, 2019
 Grant funds are requested to support the 11th annual Miami Beach Pride (MBP), 2019, scheduled to take place from April 1 - April 7, 2019. MBP strives to be an all-inclusive, family-friendly event where people can be themselves and celebrate their unique identities. The event, which attracts thousands of attendees and global media attention, brings together LGBTQ members of the community with allies in a safe environment open to the public. Primary programming includes the annual parade, rainbow flag-raising ceremony at City Hall, honoring of long-time committed couples, two entertainment stages, a dedicated lounge for seniors, a safe area for youth with complimentary food and entertainment, and much more. In addition, MBP expects once again to partner with the Lincoln Road BID to activate our third annual "Flip the Switch" event, to light up over 50 buildings across Miami-Dade County as part of Pride Lights Up the Night initiative. The project activities will take place at the following venues: Lummus Park and Miami Beach City Hall.

18. Miami Chamber Music Society, Inc. **Award: \$6,000**
14155 SW 88 Avenue, Miami, Florida 33176
Organization Established in 2013
District Location(s) for Project Activity: 3*; 7*
Mainly Mozart Festival, 26th Edition
 Grant funds are requested to support the 26th edition of the Mainly Mozart Festival. This year's edition will feature 7 adult programs, a lecture series and 2 children's concerts, held on consecutive Sundays for an anticipated attendance of over 4,700 residents and visitors to Miami-Dade County from May 12 - June 23, 2019. The project activities will take place at the following venues: Kislak Center, UM Library and Adrienne Arhst Center for the Performing Arts.

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**Miami-Dade County Department of Cultural Affairs
 FY 2018-2019 Tourist Development Council (TDC) Grants Program
 Third Quarter (events taking place between April 1 - June 30)**

*Organization/
 Project Description*

**FY 2018-2019
 TDC Recommendation**

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| 19. | <p><u>Miami Gay and Lesbian Film Festival, Inc.</u>
 6360 NE 4th Court, Miami, Florida 33138
 Organization Established in 1998
 District Location(s) for Project Activity: 5*
 <i>OUTshine Film Festival - 21st Annual Miami Edition</i>
 Grant funds are requested to support the OUTshine Film Festival - 21st Annual Miami Edition, South Florida's largest and most highly-attended LGBT cultural event scheduled to take place from April 18 - 28, 2019. The festival will showcase 70 features, documentaries and shorts, as well as filmmaker and performing talent participation and gala celebrations/parties. The festival will be promoted and publicized nationally and internationally, through both traditional and social media outlets. The project activities will take place at the following venues: Regal Cinemas South Beach, Miami Scottish Rite Theater & Event Space and The Albion Hotel Courtyard.</p> | Award: \$15,000 |
| 20. | <p><u>Miami River Fund, Inc.</u>
 Miami River Commission, 1407 NW 7 Street, Suite 2, Miami, Florida 33125
 Organization Established in 1998
 District Location(s) for Project Activity: 5*
 <i>Free 23rd Annual Miami Riverday</i>
 Grant funds are requested to support the marketing efforts used to inform tourists and residents about the free 23rd Annual Miami Riverday, scheduled to take place on April 6, 2019. The festival features free Miami River boat tours, live music, environmental education, historic re-enactors, kayak and paddle-board races, children activities, food, drinks, and more. The project activities will take place at the following venue: Lummus Park.</p> | Award: \$9,000 |
| 21. | <p><u>Miami-Dade County Office of Community Advocacy Black Affairs
 Advisory Board</u>
 111 NW 1st Street, Suite 1034, Miami, Florida 33128
 Organization Established in 1958
 District Location(s) for Project Activity: 9*
 <i>South Dade Gospelfest 2019</i>
 Grant funds are requested to support the production costs associated with the South Dade Gospelfest concert scheduled to take place on February 10, 2019. In support of the activities associated with a month-long calendar of events, this event is held annually and features gospel-oriented musicians and groups which support the month's focus. The project activities will take place at the following venue: South Miami-Dade Cultural Arts Center.</p> | Award: \$5,000 |

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**Miami-Dade County Department of Cultural Affairs
 FY 2018-2019 Tourist Development Council (TDC) Grants Program
 Third Quarter (events taking place between April 1 - June 30)**

*Organization/
 Project Description*

**FY 2018-2019
 TDC Recommendation**

- 22. Michael-Ann Russell Jewish Community Center, Inc. **Award: \$5,000****
18900 NE 25th Avenue, North Miami Beach, Florida 33180
Organization Established in 1987
District Location(s) for Project Activity: 4*
Festival Yachad - Israeli Folk Dance Festival
 Grant funds are requested to support the Michael-Ann Russell JCC's annual Festival Yachad Israeli Folk Dance Festival which, through choreography, narration, costuming and music, showcases the richness of Jewish life and tradition, while celebrating the diversity and vitality of contemporary Israeli culture. The Festival will feature a showcase performance on Friday, May 24, 2019, featuring more than 120 dancers representing invited dance groups from Mexico, Panama, Brazil, and Canada, and a children's performance on Sunday, June 2, 2019, featuring more than 350 dancers enrolled in the JCC's year-round Bamachol Dance Academy. The project activities will take place at the following venues: Michael-Ann Russell Jewish Community Center and Julius Littman Performing Arts Theater.
- 23. New World Symphony, Inc. **Award: \$7,500****
500 17th Street N/A, Miami Beach, Florida 33139
Organization Established in 1987
District Location(s) for Project Activity: 5*
New World Symphony WALLCAST Concerts, April 2019
 Grant funds are requested to support three New World Symphony (NWS) WALLCAST® concerts from April 1 - 30, 2019 as part of NWS's 2018-19 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 venues: New World Center.
- 24. Nu Deco Ensemble, Inc. **Award: \$5,000****
2100 Biscayne Boulevard, Miami, Florida 33137
Organization Established in 2013
District Location(s) for Project Activity: 3*
Nu Deco Ensemble at the Arsht Center
 Grant funds are requested to support production costs associated with Nu Deco Ensemble, Inc.'s presentation of Nu Deco Ensemble at the Arsht Center in downtown Miami from April 1 - April 30, 2019. This major concert will be an orchestral exploration of Americana featuring Nu Deco and several special guest artists, to inspire South Florida residents and visitors alike. The project activities will take place at the following venue: Adrienne Arsht Center for the Performing Arts.

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

**FY 2018-2019
 TDC Recommendation**

25. **Teatro Avante, Inc.** **Award: \$17,500**
 744 S.W. 8th Street 2nd Floor, Miami, Florida 0
 Organization Established in 1979
 District Location(s) for Project Activity: 3*, 5*; 7*
34th International Hispanic Theatre Festival of Miami
 Grant funds are requested to support the award-winning International Hispanic Theatre Festival of Miami, produced and presented by Teatro Avante, featuring high artistic quality theatre seldom seen in Miami, from Latin America, Europe and the U.S. The project is scheduled to take place from June 20 to July 29, 2019 and includes an educational component. The project activities will take place at the following venues: Adrienne Arsht Center for the Performing Arts, Miami-Dade County Auditorium and Key Biscayne Community Theatre.
26. **The Greater Miami Festivals & Events Association, Inc.** **Award: \$5,000**
 12555 Biscayne Boulevard, #821, North Miami, Florida 33181
 Organization Established in 1985
 District Location(s) for Project Activity: 13*
7th Annual Festivals & Events Production
 Grant funds are requested to support the 7th Annual Festivals & Events Production of the Greater Miami Festivals & Events Association. The project is scheduled to take place on June 13, 2019 with an expected audience of about 300 attendees who will attend workshops, a vendor expo and a performance showcase. The project activities will take place at the following venue: Milander Center for Arts and Entertainment.
27. **University of Wynwood, Inc.** **Award: \$13,500**
 1032 NE 98th Street, Miami Shores, Florida 33137
 Organization Established in 2010
 District Location(s) for Project Activity: 3*, 5*; 7*
O, Miami Poetry Festival
 Grant funds are requested to support the marketing efforts associated with the production of the University of Wynwood's O, Miami Poetry Festival scheduled to take place April 1 - 30, 2019. During the month of April, O, Miami will produce or co-produce around 40 events and 25 projects over the course of 30 days, with each project/event designed to change the audience for poetry across all of Miami-Dade County. The poetry projects for 2019 include a new commissioned sculptural work by local artist Jessy Nite, a large scale mural project for downtown Miami, and a live outdoor performance. Additionally, readings, workshops, and residencies will continue throughout the month of April. The project activities will take place at the following venues: The Betsy Hotel, Pérez Art Museum Miami and Vizcaya Museum and Gardens.

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MEMORANDUM
(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: June 4, 2019

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 present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) 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)
6-4-19

RESOLUTION NO. _____

RESOLUTION APPROVING THE FUNDING OF TWENTY-SEVEN GRANTS FOR A TOTAL OF \$219,600.00 FROM THE FISCAL YEAR 2018-2019 THIRD 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 twenty-seven (27) grants for a total of \$219,600.00 from the FY 2018-2019 Third 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:

Bascomb Memorial Broadcasting Foundation, Inc.	6,000
Centro Cultural Boliviano Masis Corp	3,500
Community Arts and Culture , Inc.	5,000
Creation Art Center Corp.	5,000
Cuban Classical Ballet of Miami, Inc.	5,000
Double K Rodeo Productions, Inc.	2,500
Edge Zones, Inc.	5,250
Florida Grand Opera, Inc.	15,000
FUNDarte, Inc.	7,000

Gotma, Inc.	5,000
GroundUp Music Productions, LLC	5,100
The Miami Foundation, Inc afa IKT Miami, Inc.	10,000
Institute of Contemporary Art, Miami, Inc.	7,000
Jorge M Perez Art Museum Of Miami Dade County, Inc.	20,000
Marti Productions	9,000
Miami Beach Arts Trust, Inc.	5,000
Miami Beach Gay Pride, Inc.	15,750
Miami Chamber Music Society, Inc.	6,000
Miami Gay and Lesbian Film Festival, Inc.	15,000
Miami River Fund, Inc.	9,000
Miami-Dade County Office of Community Advocacy Black Affairs Advisory Board	5,000
Michael-Ann Russell Jewish Community Center, Inc.	5,000
New World Symphony, Inc.	7,500
Nu Deco Ensemble, Inc.	5,000
Teatro Avante, Inc.	17,500
The Greater Miami Festivals & Events Association, Inc.	5,000
University of Wynwood, Inc.	13,500

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:

Audrey M. Edmonson, Chairwoman	
Rebeca Sosa, Vice Chairwoman	
Esteban L. Bovo, Jr.	Daniella Levine Cava
Jose "Pepe" Diaz	Sally A. Heyman
Eileen Higgins	Barbara J. Jordan
Joe A. Martinez	Jean Monestime
Dennis C. Moss	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared this resolution duly passed and adopted this 4th day of June, 2019. 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.

MRP

Monica Rizo Perez



MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS

FY 2018-2019 Tourist Development Council Grants Program – Third Quarter (April 1 – June 30)

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: April 1, 2019
- 6. GRANT END DATE: June 30, 2019
- 7. PROJECT/EVENT DATE(S): «Project_Dates»
- 8. REPORT DEADLINE: 45 days after project completion

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, 2018 as provided with the grant award package, and with those provisions outlined in the notarized and attached Universal Affidavit. Further, the Grantee agrees that the funded project will be executed in substantially the form outlined in the original application as approved for funding; in accordance with the program guidelines of the Tourist Development Council program and within the scope of budget submitted in the attached Restatement of Project Budget.

(Grantee's Corporate Seal)

Signature Authorized Official #1

Printed Name/Title Authorized Official #1

Signature Authorized Official #2

Printed Name/Title Authorized Official #2

Approved for form and legal sufficiency by the Miami-Dade County Attorney (10/2010).

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MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
GENERAL TERMS AND CONDITIONS FOR TOURIST DEVELOPMENT COUNCIL GRANTS (October, 2018)
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. 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. 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

Fiscal Year: FY 2018-2019
Grant Program Name: Tourist Development Council Grants Program - 3rd Quarter (April 1 - June 30)
Organization Name:
Program/Project Title:
Grant Start Date:
Grant End Date:
Project/Event Date(s):

Program/project description as per the application:

Describe any changes to the program/project that differ from the original grant application. If no changes, indicate by noting "No changes to the program/project" in this section:

Numbers of Children/Youth/Young Adults to be Served:		Number of Adults to be Served (adults ages 23 and over):	
# of Infants/Preschoolers (Ages 0-5):		Audience / Attending:	
# of Children (Ages 6-12):		Performing / Instructing:	
# of Youth (Ages 13-17):			
# of Young Adults (Ages 18-22):			
TOTAL # of Children / Youth / Young Adults to be Served:		TOTAL PARTICIPATION (includes all Children / Youth / Adults):	

Numbers of Individuals with Disabilities to be Served (estimated number of individuals with disabilities to be served per age group based on figures reported above):	
# of Children / Youth with Disabilities (ages 0 - 17):	
# of Young Adults with Disabilities (ages 18 - 22):	
# of Adults with Disabilities (ages 23 and above):	

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

EXPENSES	GRANT DOLLARS ALLOCATED ~	CASH MATCH =	TOTAL CASH	IN-KIND
Personnel: Administration	\$0	\$0	\$0	\$0
Personnel: Artistic	\$0	\$0	\$0	\$0
Personnel: Technical/Production	\$0	\$0	\$0	\$0
Outside Artistic Fees/Services	\$0	\$0	\$0	\$0
Outside Other Fees/Services	\$0	\$0	\$0	\$0
Marketing: ADV/PR/Printing/Publication	\$0	\$0	\$0	\$0
Marketing: Postage/Distribution	\$0	\$0	\$0	\$0
Marketing: Web Design/Support/Maintenance	\$0	\$0	\$0	\$0
Travel: In-County	\$0	\$0	\$0	\$0
Travel: Out of County	\$0	\$0	\$0	\$0
Equipment Rental	\$0	\$0	\$0	\$0
Equipment Rental/for Performance, Exhibitions, Events, etc.	\$0	\$0	\$0	\$0
Equipment Purchase	\$0	\$0	\$0	\$0
Equipment Purchase/for Performance, Exhibitions, Events, Inc.	\$0	\$0	\$0	\$0
Space Rental	\$0	\$0	\$0	\$0
Space Rental/for Performance, Exhibitions, Events, Inc.	\$0	\$0	\$0	\$0
Mortgage/Loan Payments	\$0	\$0	\$0	\$0
Insurance	\$0	\$0	\$0	\$0
Insurance/for Performance, Exhibitions, Events, Inc.	\$0	\$0	\$0	\$0
Utilities	\$0	\$0	\$0	\$0
Fundraising/Development (Non-Personnel)	\$0	\$0	\$0	\$0
Merchandise/Concessions/Gift Shop Sales	\$0	\$0	\$0	\$0
Supplies/Materials	\$0	\$0	\$0	\$0
Other Expenses				
Hotel	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0
SUBTOTALS:				
TOTAL EXPENSES (Cash plus In-kind)				
GRANT AWARD				
Grant Award minus Grant Dollars Allocated; this field must equal \$0				
Total Projected Administrative Expenses (Cash plus In-kind)				

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

REVENUES	CASH	IN-KIND	% OF CASH REVENUES
Admissions	\$0		
Memberships	\$0		0
Tuitions/Enrollment Fees	\$0		0
Contracted Services: Outside Programs/ Performances	\$0		0
Contracted Services: Special Exhibition Fees	\$0		0
Contracted Services: Other	\$0		0
Rental Income	\$0		0
Corporate Support	\$0	\$0	0
Foundation Support	\$0		
Private/ Individual Support	\$0	\$0	0
Other Private Support: Auxiliary Activities	\$0		0
Other Private Support: Special Event Proceeds	\$0		0
Government Grants: Federal			
	\$0		0
	\$0		0
	\$0		0
Government Grants: State			
	\$0		0
	\$0		0
	\$0		0
Government Grants: Local			
Miami-Dade County & City of Miami Commissioners	\$0		0
	\$0		0
	\$0		0
Government Grants: The Children's Trust (Direct Funding)	\$0		0
Merchandise/ Concessions/ Gift Shop Revenues	\$0		0
Investment Income (Endowment)	\$0		0
Interest and Dividends	\$0		0
Cash on Hand	\$0		0
OTHER REVENUES			
Miami DDA	\$0	\$0	0
	\$0	\$0	0
	\$0	\$0	0
	\$0	\$0	0
	\$0	\$0	0
Department of Cultural Affairs Grants			
	\$0		0
	\$0		0
	\$0		0
	\$0		0
			Grant Amount % of Total Cash Revenues:
SUBTOTALS			
GRANT AMOUNT			
CASH REVENUES ~ GRANT AMOUNT			
TOTAL REVENUES		TOTAL IN-KIND %	