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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: April 2, 2013

Agenda Item No. 8(C)(1)

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: FY 2012-2013 Tourist Development Council Grants Program
Second Quarter Recommendations for a Total of $301,350

Resolution No. R-223-13

Recommendation

It is recommended that the Board approve the funding of 25 grants for a total of $301,350 from the FY 2012-2013 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 R-130-06 (requiring contracts with non-governmental entities be signed by the other parties before being submitted to the Board of County Commissioners) be waived in order to expedite the allocation of funding support for these time-sensitive, tourism-oriented and community events.

Scope

The impact of this agenda item is countywide.

Fiscal Impact/Funding Source

Funding for the Tourist Development Council (TDC) Grants Program comes from the 2% Tourist Development Room Tax Revenue and the 2% Hotel/Motel Food and Beverage Surtax revenues. In addition, the Greater Miami Convention and Visitors Bureau provides $25,000 to the TDC pursuant to a multi-year agreement. Further, a remaining balance of $176,627 in unspent grant funds in FY 2011-12 was carried over and is being appropriated as part of the FY 2012-13 program. TDC grants are disbursed through Index Code TU243964, Sub-object Code 60625, and drawn from Fund 150, Subfund 151.

In Ordinance 12-74, a total of $1,125,000 has been allocated for FY 2012-2013 Tourist Development Council (TDC) Grants ($1,025,000 from Fund ST 150, Subfund 151, plus $100,000 from Fund ST 150, Subfund 152). The current second quarter recommendations, totaling $301,350, continues the recommended TDC grant allocations for this fiscal year.

Delegation of Authority

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

Track Record/Monitor

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

Background

The Tourist Development Council convened on February 7, 2013 to review 26 applications requesting $485,500 for the Second Quarter of the program. The TDC recommended funding 25 applicants for a total of $301,350.

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 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.

Lisa M. Martinez, Senior Advisor, Office of the Mayor

Miami-Dade County Department of Cultural Affairs
FY 2012-2013 Tourist Development Council (TDC) Grants Program
2nd Quarter (Jan 1 - Mar 31)

Organization/ Project Description

FY 2012-2013 TDC Recommendation

1. **Center for Advancement of Jewish Education, Inc.** — **Award: $5,000**

Regal Cinemas South Beach
4200 Biscayne Blvd., Miami, Florida 33137
Organization Established in 1944
District Location(s) for Project Activity: 2 *

16th Annual Miami Jewish Film Festival

Grant funds are requested to support the 16th Annual Miami Jewish Film Festival. This unique festival (to be held Jan. 26 - Feb. 4, 2013) features award-winning films from around the world, and is open to the public. Films are selected for their intellectual and artistic merit and include aspects of the Jewish experience. They appeal to the ethnically diverse population of South Florida (residents and tourists alike).

2. **City of Miami Gardens** — **Award: $25,000**

Sun Life Stadium
1515 NW 167th Street, Miami Gardens, Florida 33169
Organization Established in 2003
District Location(s) for Project Activity: 1 *

Jazz in the Gardens

Grant Funds are requested to support the production of the Jazz in the Garden music festival presented by the City of Miami Gardens, being held on from March 15-17, 2013, at Sun Life Stadium, located in Miami Gardens. This annual event, now in its eighth year, will feature some of the hottest performers in the music industry performing over a 2-day weekend. For the 2013 event, we are looking at bringing on some event bigger acts to include Alicia Keyes, Earth Wind & Fire, Charlie Wilson, Aretha Franklin, Mary Mary, Rachelle Ferrel, New Edition, Fantasia and LL Cool J, to name a few.

3. **Coconut Grove Arts & Historical Association, Inc.** — **Award: $25,000**

Streets of Coconut Grove
3390 Mary Street Suite 128, Coconut Grove, Florida 33133
Organization Established in 1963
District Location(s) for Project Activity: 7 *

50th Annual Coconut Grove Arts Festival

Grant funds are requested to support the 50th 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 world. The Festival is one of the most visible and celebrated events in Miami-Dade County. Held annually during Presidents' Day Weekend, The Festival will be celebrating 50 years of excellence February 16, 17, 18, 2013.

** The districts identified for each grantee indicate the location(s) of the majority of the particular organizer's performance(s) / event(s) / project(s). However, audiences and participants attending the performance(s) / event(s) / project(s) come from throughout the County and the region.*

Miami-Dade County Department of Cultural Affairs
FY 2012-2013 Tourist Development Council (TDC) Grants Program
2nd Quarter (Jan 1 - Mar 31)

Organization/ Project Description | **FY 2012-2013 TDC Recommendation**

4. **Community Television Foundation of South Florida WPBT2** — **Award: $17,500**

WPBT2 Community Television Foundation of South Florida
14901 NE 20 Ave, Miami, Florida 33181
Organization Established in 1954
District Location(s) for Project Activity: 2 *

PBT Arts

Grant funds are requested to support PBT Arts a new original weekly Arts program produced and aired on WPBT2 which will be a unique collaboration between WPBT2 and select PBS stations, including New York, San Francisco, Boston and others to deliver cutting edge stories from across the country and Miami. The PBT Arts Program will combine locally produced content with a wide variety of national stories that will provide Miami viewers a lens to the thriving and exciting local arts scene.

5. **Council of International Fashion Designers, Inc.** — **Award: $17,000**

Miami Beach Convention Center
1901 Convention Center Drive, Miami Beach, Florida 33139
Organization Established in 1999
District Location(s) for Project Activity: 5 *

Miami Fashion Week

Grant funds are requested to support the promotional and marketing activities of Miami Fashion Week to help increase awareness and attendance of our international guests traveling to Miami for the event. Funds will be used to market Miami-Dade County as a fashion and business hub to designers, press, buyers and VIP guests throughout Europe, The Middle East, Asia Pacific, the Caribbean and Latin America.

6. **Dr. Martin Luther King, Jr., Parade and Festivities Committee, Inc.** — **Award: $15,000**

MLK PARADE/JOSEPH CALEB
P.O. Box 380358, Miami, Florida 33138
Organization Established in 1985
District Location(s) for Project Activity: 3 *

Dr. Martin Luther King, Jr. Parade and Festivities Committee

Grant funds are requested to support The 2013 MLK Parade Festivities which consists of an Oratorical Essay Contest, a joint venture between Miami-Dade County Public School System students and a traditional parade through Liberty City and Brownsville on MLK Blvd.

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Organization/ Project Description | **FY 2012-2013 TDC Recommendation**

7. **Florida International University Board of Trustees for the benefit School of Hospitality Management SoBch Wine** — **Award: $10,500**

Jungle Island
1111 Parrot Jungle Trail, Miami, Florida 33132
Organization Established in 1965
District Location(s) for Project Activity: 3 *

Fun & Fit as a Family

Grant funds are requested to support the 6th annual Fun & Fit as a Family as part of FIU's South Beach Wine & Food Festival. Teaming visiting international culinary arts celebrities with health professionals, nutritionists and fitness experts, Fun & Fit as a Family will bring advocacy and national attention to the epidemic of childhood obesity that is plaguing school children all over the country.

8. **Historical Association of Southern Florida, Inc.** — **Award: $8,000**

HistoryMiami
101 W. Flagler Street, Miami, Florida 33130
Organization Established in 1940
District Location(s) for Project Activity: 5 *

20th Annual Miami International Map Fair

Grant funds are requested to support the 20th Annual Miami International Map Fair. The Map Fair is a 3-day event scheduled for February 1-3, 2013. The event is held at the Museum of HistoryMiami in downtown Miami, with lectures offered in the Miami-Dade Public Library's auditorium. This event brings 1600 antique map dealers, collectors and enthusiasts from around the world to Miami to buy, sell and discuss historical and contemporary maps.

9. **Homestead Rodeo Association, Inc.** — **Award: $13,500**

Doc DeMilly Rodeo Arena at Harris Field
PO Box 1432, Homestead, Florida 33090
Organization Established in 1953
District Location(s) for Project Activity: 8 *

64th Annual Homestead Championship Rodeo and Frontier Days

Grant funds are requested to support the 64th annual presentation of the southernmost rodeo in the United States and related events which will take place January 20-27, 2013 at the Doc DeMilly Rodeo Arena at Harris Field in Homestead. This is most well attended community and cultural event in South Dade and is expected to draw over 24,000 attendees to the three-day rodeo and over one dozen events that lead up rodeo weekend.

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Miami-Dade County Department of Cultural Affairs
FY 2012-2013 Tourist Development Council (TDC) Grants Program
2nd Quarter (Jan 1 - Mar 31)

Organization/ Project Description

FY 2012-2013 TDC Recommendation

10. **IFCM Corp. d/b/a Indie Film Club Miami** — **Award: $5,000**

Ice Palace Studios
1400 North Miami Avenue, Miami, Florida 33136
Organization Established in 2012
District Location(s) for Project Activity: 3 *

FILMGATE

Grant funds are requested to support the multimedia and new media film festival, with a cross platform storytelling component. Within this festival, there will be exhibitions, speakers, workshops, screenings and promotion of the three-day event scheduled for February 1-4, 2013.

11. **LIGHTBOX PUBLISHING, INC** — **Award: $10,000**

Miami Beach Convention Center
1901 Convention Center Drive, Miami Beach, Florida 33139
Organization Established in 2012
District Location(s) for Project Activity: 5, County Wide *

My Art Guide Miami 2012

Grant funds are requested to support My Art Guide Miami 2012. The Guide is the ultimate guide to the city of Miami and Miami Beach during the Art Week. My Art Guide Miami is a handy guide to orient the international audience completed with detailed maps and a selection of the top events, exhibitions, galleries, collections, museums, restaurants, shops and hotels. My Art Guide Miami will have a widespread distribution in Miami Beach and Miami always selecting hight quality locations.

12. **Miami City Ballet, Inc.** — **Award: $15,000**

Adrienne Arsht Center Ziff Ballet Opera House
1300 Biscayne Boulevard, Miami, Florida 33132
Organization Established in 1985
District Location(s) for Project Activity: 3 *

Liam Scarlett World Premiere

Grant funds are requested to support Miami City Ballet's (MCB) world premiere by the celebrated, young choreographer Liam Scarlett, at the Adrienne Arsht Center on January 11-13, 2013. A dancer and choreographer from Britain's Royal Ballet, hailed by critics worldwide, Scarlett returns to Miami to create his second work on MCB after the highly successful Viscera in FY12 — exposing residents and visitors to never-before-seen works and highlighting Miami-Dade as a center for artistic innovation.

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Organization/ Project Description

FY 2012-2013 TDC Recommendation

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

Art Deco Historic District
1001 Ocean Drive, Miami Beach, Florida 33139
Organization Established in 1976
District Location(s) for Project Activity: 5 *

Art Deco Weekend

Grant funds are requested to support to marketing and production costs associated with the presentation of the 36th annual "Art Deco Weekend Festival" Jan. 18-20, 2013. The event will include a street fair with Art Deco merchandise, fine arts and crafts, musical performances, lectures, period films, architectural walking tours, a children's corner as well as eclectic culinary samples. Most of the events are free and open to the public.

14. **Miami International Film Festival** **Award: $12,000**

Gusman Center for the Performing Arts
174 East Flagler Street, Miami, Florida 33131
Organization Established in 1959
District Location(s) for Project Activity: 5 *

Miami International Film Festival

Grant funds are requested to defray costs associated with programs and events of the MIFF that are open to the public (including any free screenings), advertising and marketing (with emphasis on those media who reach tourists and seasonal visitors), and venue rental. Programming takes place throughout Miami-Dade County with focus on: South Beach, Downtown Miami, Coral Gables, Little Havana and Wynwood.

15. **National Foundation for Advancement in the Arts, Inc.** **Award: $13,500**

Gusman Center for the Performing Arts
174 East Flagler Street, Miami, Florida 33131
Organization Established in 1981
District Location(s) for Project Activity: 5 *

YoungArts Week 2013

Grant funds are requested to support YoungArts Week 2013. Over its 31-year history, the event continues to draw thousands of talented young artists to apply. The 2013 event attracted more than 10,000 applicants. The week-long event includes a series of performances and exhibitions that are offered to the public at no charge for residents and guests at cultural venues throughout Miami and Miami Beach.

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Organization/ Project Description

FY 2012-2013 TDC Recommendation

16. **National Gay and Lesbian Task Force** — **Award: $7,000**

Shelbourne Beach Resort
1801 Collins Avenue, Miami Beach, FL 33139
Organization Established in 1973
District Location(s) for Project Activity: 5 *

Winter Party Festival

Grant funds are requested to support Winter Party Festival 2013. The festival includes 25 paid and free events in Miami Beach over a five day period. 14,000 LGBT people, supporters, and allies are expected to attend this year's event with a large majority attending from out of state and internationally.

17. **New World Symphony, Inc.** — **Award: $8,750**

New World Center
500 17th Street, Miami Beach, Florida 33139
Organization Established in 1987
District Location(s) for Project Activity: 5 *

Making the Right Choices: A John Cage Centennial Celebration

Grant funds are requested to support New World Symphony's "Making the Right Choices: A John Cage Centennial Celebration". This 3-day festival will commemorate the 100th anniversary of the birth of John Cage, one of the most influential American composers of the 20th century. Taking place in New World Center in Miami Beach, the festival activities will celebrate the avant-garde composer's musical legacy and his lasting influence, drawing an audience of John Cage aficionados from around the world.

18. **Performing Arts Center Trust, Inc. dba Adrienne Arsht Center for the Performing Arts of Miami-Dade County** — **Award: $6,000**

Adrienne Arsht Center's Ziff Ballet Opera House
1300 Biscayne Boulevard, Miami, Florida 33132
Organization Established in 1991
District Location(s) for Project Activity: 3 *

Flamenco Festival Miami 2013

Grant funds are requested to support Flamenco Festival Miami 2013, which will feature Metafora's a new work of flamenco dance and music choreographed by award-winning Flamenco star Ruben Olmo, the artistic director of Spain's preeminent Ballet Flamenco de Andalucia. The Adrienne Arsht Center will present four shows of Metafora, with its dazzling heel-and-toe step combinations and jaw-dropping athleticism, at its 2,400-seat Ziff Ballet Opera House from March 14-17, 2013.

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Organization/ Project Description

FY 2012-2013 TDC Recommendation

19. **Rotary Foundation of South Miami, Inc.** **Award: $5,000**

Streets of Sunset in South Miami
5750 SW 72 Street, South Miami, Florida 33143
Organization Established in 1992
District Location(s) for Project Activity: 7 *

South Miami Arts Festival

Funds are requested to support the 28th year anniversary of the South Miami Arts Festival. It is estimated by the South Miami Police Department that in 2011 we had 35,000 in attendance over the two day festival. This is a two-day, outdoor art festival that is held on the last weekend in February on the streets of Sunset Boulevard.

20. **South Florida Bluegrass Association, Inc.** **Award: $10,000**

Greynolds Park
17530 West Dixie Hwy, North Miami Beach, Florida 33160
Organization Established in 1973
District Location(s) for Project Activity: 4 *

35th Annual 3 Day Everglades Bluegrass Festival

Grant funds are requested to support the South Florida Bluegrass Association's 35th Annual 3 day Everglades Bluegrass Festival on February 22-24, 2013 at Greynolds Park. This is an international event featuring professional award winning bluegrass artists.

21. **The Deering Estate Foundation, Inc.** **Award: $10,000**

Deering Estate at Cutler
16701 SW 72 Avenue, Miami, Florida 33157
Organization Established in 1989
District Location(s) for Project Activity: 8 *

9th Annual Deering Seafood Festival on the Bay

Grant funds are requested to support marketing and outreach for the 9th Annual Deering Seafood Festival on the Bay. This 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 with interactive arts, crafts and recreational activities for children, an Artist Village featuring local artists and artisan crafters and guided tours of the Deering Estate.

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Miami-Dade County Department of Cultural Affairs
FY 2012-2013 Tourist Development Council (TDC) Grants Program
2nd Quarter (Jan 1 - Mar 31)

Organization/ Project Description

FY 2012-2013 TDC Recommendation

22. **The Key Biscayne Chamber of Commerce, Inc.** **Award: $15,000**

Key Biscayne Chamber of Commerce
88 W McIntyre Street, Key Biscayne, Florida 33149
Organization Established in 1957
District Location(s) for Project Activity: 7 *

Key Biscayne Chamber of Commerce and Visitors Center

Grant funds are requested to support the Visitors Center of the Key Biscayne Chamber of Commerce, located at 88 W. McIntyre Street, Suite 100, Key Biscayne, FL. The Visitors Center is an ongoing project as it is open 365 days a year, 24 hours a day. The Visitors Center has knowledgeable staff and offers international, national, and local guests an ADA compliant information center with over 150 brochures, multilingual visitors guides, maps, Miami-Dade transit information, and other publications.

23. **The Miami Bach Society, Inc.** **Award: $12,000**

Biltmore Hotel
1200 Anastasia Avenue, Coral Gables, Florida 33134
Organization Established in 1984
District Location(s) for Project Activity: 6 *

Tropical Baroque Music Festival XIV

Grant funds are requested to support the local, national and international marketing efforts for Tropical Baroque Music Festival XIV within the City of Coral Gables.The events will include nine concerts of early music (Western classical music written before 1800), whose theme supports the American-Italian Cultural Year 2013. It features the finest international virtuosi performing this genre of music. The event attracts tourists from around the United States, Canada, Europe and Latin America.

24. **Village of Pinecrest - Pinecrest Gardens** **Award: $7,500**

Pinecrest Gardens
12645 Pinecrest Parkway, Pinecrest, Florida 33156
Organization Established in 1996
District Location(s) for Project Activity: 8 *

10th Annual Pinecrest Gardens Fine Arts Festival

Grant funds are requested to support the 10th Annual Pinecrest Gardens Fine Arts Festival to be held at the beautiful Pinecrest Gardens (former home of Parrot Jungle) in south Miami-Dade County Saturday, January 26 and Sunday, January 27, 2013. This event is one of Florida's premiere juried art shows and will feature original art from 75 nationally and internationally recognized visual artists, as well as live music, food, and children's activities.

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Miami-Dade County Department of Cultural Affairs
FY 2012-2013 Tourist Development Council (TDC) Grants Program
2nd Quarter (Jan 1 - Mar 31)

Organization/ Project Description

FY 2012-2013 TDC Recommendation

25. **Womens International Film & Arts Festival, Inc.** — **Award: $8,100**

Adrienne Arsht Center
1300 Biscayne Boulevard, Miami, Florida 33132
Organization Established in 2005
District Location(s) for Project Activity: 3 *

The 8th Annual Women's International Film & Arts Festival

Grant funds are requested to support the 8th Annual Women's International Film & Arts Festival. The festival is a unique 5-day cultural event, and will feature more than 50 films in 5 days from around the world – including many Florida and national premiers, visual arts, panel discussions, workshops spoken word & and a celebration of women concert. Funds will be used for marketing using newer technologies for audience development.

** The districts identified for each grantee indicate the location(s) of the majority of the particular organizer's performance(s) / event(s) / project(s). However, audiences and participants attending the performance(s) / event(s) / project(s) come from throughout the County and the region.*

MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: April 2, 2013

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

SUBJECT: Agenda Item No. 8(C)(1)

Please note any items checked.

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

_____ **6 weeks required between first reading and public hearing**

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

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County 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)(1)
4-2-13

RESOLUTION NO. R-223-13

RESOLUTION AUTHORIZING THE FUNDING OF TWENTY-FIVE (25) GRANTS FOR A TOTAL OF $301,350 FROM THE FY 2012-2013 SECOND QUARTER TOURIST DEVELOPMENT ROOM TAX PLAN AND SURTAX CATEGORY TO PROMOTE MIAMI-DADE COUNTY TOURISM WITH: CENTER FOR ADVANCEMENT OF JEWISH EDUCATION, INC.; CITY OF MIAMI GARDENS; COCONUT GROVE ARTS & HISTORICAL ASSOCIATION, INC.; COMMUNITY TELEVISION FOUNDATION OF SOUTH FLORIDA WPBT2; COUNCIL OF INTERNATIONAL FASHION DESIGNERS, INC.; DR. MARTIN LUTHER KING, JR. PARADE AND FESTIVITIES COMMITTEE, INC.; FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES FOR THE BENEFIT OF SCHOOL OF HOSPITALITY MANAGEMENT SOBCH WINE; HISTORICAL ASSOCIATION OF SOUTHERN FLORIDA, INC.; HOMESTEAD RODEO ASSOCIATION, INC; IFCM CORP DBA INDIE FILM CLUB MIAMI; LIGHTBOX PUBLISHING, INC.; MIAMI CITY BALLET, INC.; MIAMI DESIGN PRESERVATION LEAGUE, INC.; MIAMI INTERNATIONAL FILM FESTIVAL; NATIONAL FOUNDATION FOR ADVANCEMENT IN THE ARTS, INC.; NATIONAL GAY AND LESBIAN TASK FORCE; NEW WORLD SYMPHONY, INC.; PERFORMING ARTS CENTER TRUST, INC. DBA ADRIENNE ARSHT CENTER FOR THE PERFORMING ARTS OF MIAMI-DADE COUNTY; ROTARY FOUNDATION OF SOUTH MIAMI, INC.; SOUTH FLORIDA BLUEGRASS ASSOCIATION, INC.; THE DEERING ESTATE FOUNDATION, INC.; THE KEY BISCAYNE CHAMBER OF COMMERCE, INC.; THE MIAMI BACH SOCIETY, INC; VILLAGE OF PINECREST - PINECREST GARDENS; WOMEN'S INTERNATIONAL FILM & ARTS FESTIVAL, INC. WAIVING RESOLUTION R-130-06, AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE GRANT AGREEMENTS AND TO EXERCISE THE CANCELLATION PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board waives the requirements of resolution R-130-06, and approves funding of twenty-five (25) grants for a total of $301,350 from the FY 2012-2013 Second Quarter meeting of the Tourist Development Council Grants Program-Room Tax Plan and Surtax Category to promote Miami-Dade County tourism by funding tourist-oriented cultural, sporting, television and special event/promotions as follows:

Center for Advancement of Jewish Education, Inc.	5,000
City of Miami Gardens	25,000
Coconut Grove Arts & Historical Association, Inc.	25,000
Community Television Foundation of South Florida WPBT2	17,500
Council of International Fashion Designers, Inc.	17,000
Dr. Martin Luther King, Jr., Parade and Festivities Committee, Inc.	15,000
Florida International University Board of Trustees for the benefit School of Hospitality Management SoBch Wine	10,500
Historical Association of Southern Florida, Inc.	8,000
Homestead Rodeo Association, Inc.	13,500
IFCM Corp. d/b/a Indie Film Club Miami	5,000
LIGHTBOX PUBLISHING, INC	10,000
Miami City Ballet, Inc.	15,000
Miami Design Preservation League, Inc.	20,000
Miami International Film Festival	12,000
National Foundation for Advancement in the Arts, Inc.	13,500
National Gay and Lesbian Task Force	7,000
New World Symphony, Inc.	8,750
Performing Arts Center Trust, Inc. dba Adrienne Arsht Center for the Performing Arts of Miami-Dade County	6,000
Rotary Foundation of South Miami, Inc.	5,000
South Florida Bluegrass Association, Inc.	10,000
The Deering Estate Foundation, Inc.	10,000
The Key Biscayne Chamber of Commerce, Inc.	15,000

The Miami Bach Society, Inc.	12,000
Village of Pinecrest - Pinecrest Gardens	7,500
Womens International Film & Arts Festival, Inc.	8,100

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 execute the cancellation provisions contained therein.

The foregoing resolution was offered by Commissioner **José "Pepe" Diaz**, who moved its adoption. The motion was seconded by Commissioner **Sally A. Heyman** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared the resolution duly passed and adopted the 2nd day of April, 2013. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: *Christopher Agrippa*
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. DF

Daniel Frastai

MIAMI-DADE COUNTY

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
Tourist Development Council Grants Program – Second Quarter

GRANT AWARD AGREEMENT - ARTICLE I

The Miami-Dade County Department of Cultural Affairs and the Cultural Affairs Council, the Mayor and the Board of County Commissioners are pleased to announce that Miami-Dade County has awarded a grant as described herein to **«Organization»** (hereinafter referred to as the Grantee). The grant award, acknowledging that the Grantee is performing a public service through its programs and projects, is awarded as follows:

GRANTEE AND GRANT DESCRIPTION

1.	GRANTEE:	«Organization» (EIN#«Federal_ID») «Address», «City», «State» «Zip»
2.	AMOUNT OF GRANT:	«Award» (Reimbursement / Direct)
3.	PROJECT:	«Project_Title» (as described in the program application and any revisions attached hereto)
4.	ITEMIZED PROJECT BUDGET:	(as described in the Restatement of Project Budget attached hereto)
5.	GRANT START DATE:	January 1, 2013
6.	GRANT END DATE:	March 31, 2013
7.	REPORT DEADLINE:	May 15, 2013

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, 2011 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).

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
GENERAL TERMS AND CONDITIONS FOR TOURIST DEVELOPMENT COUNCIL GRANTS (October, 2011)
ARTICLES II, III, IV and V

ARTICLE II

1. **Parties:** The parties to the Grant Award Agreement, which shall be referenced herein as the "Agreement," are the Grantee listed in Article 1.1, and Miami-Dade County, Florida, a political subdivision of the State of Florida. The Home Rule Charter authorizes Miami-Dade County to provide for the uniform health and welfare of the residents throughout the County, and further provides that all functions not otherwise specifically assigned to others under the Charter, shall be performed under the supervision of the County Mayor or his designee. The County Mayor has delegated the responsibility of administering this grant to the Director of the Miami-Dade County Department of Cultural Affairs, who shall be referred to herein as the "Director."

2. **Amount and Payment of Grant Award:** The total amount of the grant is specified in Article 1.2. By making this grant, Miami-Dade County assumes no obligation to provide financial support of any type whatever in excess of the total grant amount. Cost overruns are the sole responsibility of the Grantee. Grant funds will be supplied to the Grantee once the award is approved and subject to the conditions and limitations as outlined in the Agreement and its accompanying articles and attachments.

Miami-Dade County's obligation to pay the award under the Agreement is contingent upon an appropriation by the Miami-Dade County Mayor and the Board of County Commissioners and on the availability of funds. In the event that County funds on which the Agreement is dependent do not materialize or are withdrawn, the Agreement is terminated and the County has no further liability to the Grantee, beyond that already incurred by the termination date. In the event of a County revenue shortfall, the total grant will be reduced accordingly. Such termination or reduction of the total grant shall not affect the responsibility of the Grantee under the Agreement as to those funds distributed.

Tourist Development Council grants are made as either a Reimbursement Award or a Direct Award, with the type of grant determined on a case-by-case basis by the Director and on the approval of the Tourist Development Council. The type of this grant award is specified in Article 1.2.

If Article 1.2 designates this grant as a Reimbursement Award, the Grantee agrees to provide to the Director or his designee, within ninety days (90) of the event, copies of original documentation conclusively demonstrating the expenditure of funds for the items indicated as grant award expenses in the Restatement of Project Budget as a condition of receiving payment of this award. Documentation shall include, but not be limited to, copies of original bills, invoices, vouchers, receipts, and canceled checks (front and back) clearly designating payment for expenses associated with the event. Cash transactions are not acceptable unless a copy of a contract, invoice, receipt or other documentation supporting such cash payment is received, marked "paid" and signed by the recipient of the cash. The Director reserves the right to request original documentation to substantiate grant expenditures. Within forty-five (45) business days of receipt of satisfactory documentation described and required by this Agreement, the County shall reimburse the Grantee for the grant expenditures. If documentation as outlined above is not received within ninety days (90) of the event, or if the Director concludes that the documentation provided by the Grantee does not definitively demonstrate that funds were expended for the purposed allowed by this Agreement, the grantee shall waive any and all rights to receive payment of the grant.

If Article 1.2 designates this grant as a Direct Award, grant funds will be supplied to the Grantee once the award is approved and subject to the conditions and limitations as outlined in the Agreement and its accompanying articles and attachments.

3. **Project Description:** The Grantee may use the grant only for the purposes which are specifically described in Article 1.3, designated "Project," as documented in the Grantee's program application and in accordance with the published guidelines of the grant program through which this grant is being awarded. Any necessary changes in the scope of the project are cited in the attached Restatement of Project Budget. Further, it is expressly understood and agreed that the Grantee's program(s) supported by these grant funds must be open and accessible to the public, provide public exposure and benefit the public unless otherwise noted under Article V, "Special Conditions," of the Agreement.

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

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

4. Project Budget: The Grantee agrees to demonstrate fiscal stability and the ability to administer grant funds responsibly and in accordance with standard accounting practices by developing and adhering to a project budget that is based upon reasonable revenue development and expenditures projected to accomplish the project covered under the Agreement. This budget is referenced in Article 1.4 and is attached to the Agreement as the Restatement of Project Budget, and the Grantee agrees that all expenditures will be subject to the terms of the Agreement and will not significantly deviate from the budget included as a part of the Grantee's program application or funding request information provided to the Miami-Dade County Department of Cultural Affairs. **The Grantee agrees and expressly understands that any grant budget revisions including line item changes necessary for the purpose of completing the project must be requested in writing to the Director for his/her consideration prior to the Grant End Date stated in Article 1.6 and that any requested changes may not exceed twenty-five percent (25%) of the total amount of the grant award.** The Director will approve or disapprove the Grantee's request in writing within fourteen (14) business days of the date of receipt of the request in the Department's offices.

5. Grant End Date: The Grantee shall encumber all grant and matching funds on or before the Grant End Date as outlined in Article 1.6. Any grant funds not encumbered by the Grant End Date or for which a project extension has not been requested, or any encumbered funds not expensed within forty-five (45) days of the Grant End Date shall revert to the Department and the Agreement shall be terminated in accordance with Article II.14. A project extension may be requested in writing from the Director at least thirty (30) business days prior to the Grant End Date. The Director, at his discretion, may grant an extension of up to one (1) year of the Grant End Date so long as such extension will not significantly alter the project including its quality, impact, or benefit to the organization, the County or its citizens.

6. Report Deadline: To demonstrate that the Grantee has used the grant award for the project as approved (Article 1.3) and the Itemized Project Budget (Article 1.4) as attached to the Agreement as the Restatement of Project Budget, and has met and fulfilled all requirements as outlined in the Agreement, original application, and any other substantive materials as may be attached or included as a condition to this grant award, the Grantee must submit to the Director or his designee, a written Final Report documenting that the Grantee is meeting or has fulfilled all project and financial requirements. This report is to be received by the Director or his designee by the date specified in Article 1.7 in the form specific to the program through which this grant is being awarded. **The Grantee agrees and expressly understands that in making Final Report to the Department, any deviation from the grant expense budget attached to the Agreement as the Restatement of Project Budget must be requested in writing to the Director for his/her consideration prior to the Grant End Date stated in Article 1.6 and that any requested changes may not exceed twenty-five percent (25%) of the total amount of the grant award.** The Director, at his/her sole discretion, may require the Grantee to submit interim reports demonstrating progress on the project and accounting for project expenses to date. The Director may also require that a compilation statement or independent financial audit encompassing the entire grant period and accounting for the expenditure of grant funds be prepared by an independent certified public accountant at the expense of the Grantee.

The Grantee shall attach to the Final Report, copies of original documentation conclusively demonstrating the expenditure of funds for the items indicated in the Restatement of Project Budget as grant award expenses. Documentation shall include, but not be limited to, copies of original bills, invoices, vouchers, receipts, and copies of canceled checks (front and back) clearly designating payment for expenses associated with the event. Cash transactions are not acceptable unless a copy of a contract, invoice, receipt or other documentation supporting such cash payment is received, marked "paid" and signed by the recipient of the cash. The Director reserves the right to request original documentation to substantiate grant expenditures.

In the event that the Grantee fails to submit the required Final Report by the deadline date specified in Article 1.7, the Director may terminate the Agreement in accordance with Article II.14. Further, the Director or his designee must approve this report before the Grantee is deemed to have met all conditions of the grant award.

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

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

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 I.6.; the expiration of an extended grant period as approved by the Director; the completion of a County requested or mandated audit or compliance review; the conclusion of a legal action involving the grant award, the Grantee and/or project or activities related to the grant award.

The Director or his designee may examine these books, records and documents at the Grantee's offices or other approved site under the direct control and supervision of the Grantee during regular business hours and upon reasonable notice. Furthermore, the Director may, upon reasonable notice and at the County's expense, audit or have audited all financial records of the Grantee, whether or not purported to be related to this grant.

10. Publicity and Credits: The Grantee must include the following credit line in all promotional and marketing materials related to this grant including web sites, news and press releases, public service announcements, broadcast media, event programs, and publications: "With the support of the Miami-Dade County Tourist Development Council, the Miami-Dade County Department of Cultural Affairs and the Cultural Affairs Council, the Miami-Dade County Mayor and Board of County Commissioners." The grantee must also use the County's logo in marketing and publicity materials whenever possible. Please call the Department to request an electronic logo file or download it from our website (www.miamidadearts.org).

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

11. Liability and Indemnification: It is expressly understood and intended that the Grantee, as the recipient of grant funds, is not an officer, employee or agent of Miami-Dade County, its Board of County Commissioners, its Mayor, the Tourist Development Council, the Department of Cultural Affairs or the Cultural Affairs Council. Further, for purposes of the Agreement and the grant project or activity, the parties hereto agree that the Grantee, its officers, agents and employees are independent contractors.

The Grantee shall take all actions as may be necessary to ensure that its officers, agents, employees, assignees and/or subcontractors shall not act as nor give the appearance of that of an agent, servant, joint venturer, collaborator or partner of the

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 <u>not</u> pertain to contracts with the United States or any department or agency thereof, or the State or any political subdivision or agency thereof or any municipality of this State;
(h) Section 2-8.1 (c) of the County Code regarding Delinquent and Currently Due Fees or Taxes.

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.

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

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

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

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

Numbers of Children/Youth to be Served: *Attending, Participating and/or Performing COMBINED*	# of Infants/Preschoolers (Ages 0-5):	
	# of Children (Ages 6-12):	
	# of Youth (Ages 13-17):	
	TOTAL # of Children/Youth to be Served:	0
Numbers of Children/Youth with Disabilities:	# of Children/Youth with Disabilities (Ages 0-17):	
	# of Young Adults with Disabilities (Ages 18-22):	
	TOTAL # of Children/Youth with Disabilities:	0

TOTAL PARTICIPATION:
All Adults PLUS All Children/Youth COMBINED

Audience / Attending: _____ **Performing / Instructing:** _____

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

Grant Program Name:

	GRANT DOLLARS ALLOCATED		TOTAL EXPENSES	
EXPENSES	**GRANT DOLLARS +**	**CASH MATCH =**	**TOTAL CASH**	**IN-KIND**
Personnel: Administration			$ -	
Personnel: Artistic			$ -	
Personnel: Technical/Production			$ -	
Outside Artistic Fees/Services			$ -	
Outside Other Fees/Services			$ -	
Marketing: ADV/PR/Printing/Publication			$ -	
Marketing: Postage/Distribution			$ -	
Marketing: Web Design/Support/Maintenance			$ -	
Travel: In County			$ -	
Travel: Out of County			$ -	
Equipment Rental			$ -	
Equipment Purchase			$ -	
Space Rental			$ -	
Mortgage/Loan Payments			$ -	
Insurance			$ -	
Utilities			$ -	
Fundraising/Development *(Non-Personnel)*			$ -	
Merchandise/Concessions/Gift Shops			$ -	
Supplies/Materials			$ -	
Other Expenses *(Itemize Below)*				
			$ -	
			$ -	
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TOTAL GRANT AWARD:	CASH MATCH	Subtotal: CASH Expenses	Subtotal: In-Kind Expenses
$ -	$ -	$ -	$ -

TOTAL EXPENSES: $ -

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

REVENUES	TOTAL REVENUES CASH	TOTAL REVENUES IN-KIND	% of cash revenues
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!
Corportate Support			#DIV/0!
Foudation 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!
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			#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 % of cash revenues*
GRANT AWARD AMOUNT:			#DIV/0!
Subtotal: Cash Revenues + Grant Award:	$ -		
TOTAL REVENUES:	$ -		

Surplus/Deficit	*in-kind %*
$ -	#DIV/0!

Authorizing Official:

Signature: _____ Date: _____

Typed/Printed Name: _____ Title: _____

DECEMBER 2010
Restatement of Project Budget