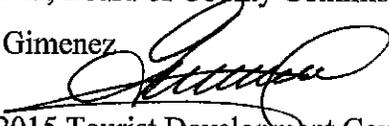


Date: June 2, 2015

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor 

Subject: FY 2014-2015 Tourist Development Council Grants Program
Third Quarter Recommendations for a Total of \$277,450.00

Agenda Item No. 8(C)(1)

Resolution No. R-476-15

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the funding of 30 grants for a total of \$277,450.00 from the FY 2014-2015 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 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 two percent Hotel/Motel Food and Beverage Surtax revenues. In addition, the Greater Miami Convention and Visitors Bureau provides \$25,000.00 to the TDC pursuant to a multi-year agreement. Further, a remaining balance of \$119,047.00 in unspent grant funds in FY 2013-14 was carried over and is being appropriated as part of the FY 2014-2015 program. TDC grants are disbursed through Index Code TU243964, Sub-object Code 60625, and drawn from Fund 150, Subfund 151.

In Ordinance 13-92, a total of \$1,175,000.00 has been allocated for FY 2014-2015 Tourist Development Council (TDC) Grants (\$1,075,000.00 from Fund ST 150, Subfund 151, plus \$100,000.00 from Fund ST 150, Subfund 152). The current Third Quarter recommendations, totaling \$277,450.00, 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 March 26, 2015 to review 33 applications requesting \$495,500.00 for the Third Quarter of the program. The TDC recommended funding 30 applicants for a total of \$277,450.00.

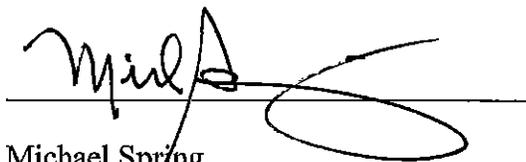
The projects selected for funding represent a diversified range of activities and demographic locations. In its deliberations, the TDC carefully considered and applied the Tourist Development Council Grants guidelines, as outlined below.

The Tourist Development Council Grants Program is responsive on a quarterly basis to organizations/events, which showcases 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 events; 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) 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 (1) to two (2) 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.

A handwritten signature in black ink, appearing to read "Michael Spring", is written over a horizontal line. The signature is stylized and includes a large, sweeping flourish that extends to the right.

Michael Spring,
Senior Advisor, Office of the Mayor

**Miami-Dade County Department of Cultural Affairs
 FY 2014-2015 Tourist Development Council (TDC) Grants Program
 3rd Quarter (April 1 - June 30)**

<i>Organization/ Project Description</i>	FY 2014-2015 TDC Recommendation
<p>1. <u>Aqua Foundation for Women, Inc.</u> 4500 Biscayne Boulevard Suite 340, Miami, Florida 33137 Organization Established in 2004 District Location(s) for Project Activity: 5* <i>Aqua Girl</i> Grant funds are requested to support Aqua Girl 2015 (May 13th-17th) in Miami and Miami Beach. Aqua Girl is an annual national women's week designed to promote the visibility, health and equality of lesbian, bisexual and transgender women and showcase a variety of LGBT artists. This year there will be many cultural and social events across Miami and Miami Beach including dance parties, pool parties, speed dating, sip and savor and fitness challenge. The project activities will take place at the following venues: Radio Bar, The Betsy, Dream Nightclub, Trade, and National Hotel.</p>	<p>Award: \$6,750.00</p>
<p>2. <u>Arts Ballet Theatre of Florida, Inc</u> 15939 Biscayne Boulevard, North Miami Beach, Florida 33160 Organization Established in 1997 District Location(s) for Project Activity: 4*, 5 * <i>Great Moments from Opera, Ballet, and Zarzuela</i> Grant funds are requested to support a performance of Great Moments from Opera, Ballet and Zarzuela at the Miami-Dade County Auditorium (MDCA) on May 17, 2015. This program will be co-presented by MDCA, The Opera Atelier, and Arts Ballet Theatre of Florida. This staged music program will include elements from different disciplines such as ballet and visual arts and will feature the collaboration of different local organizations such as Florida Chamber Orchestra and Amazonia Vocal Ensemble. The project activities will take place at the following venues: Miami-Dade County Auditorium and Arts Ballet Theatre of Florida.</p>	<p>Award: \$9,000.00</p>
<p>3. <u>Council of International Fashion Designers, Inc.</u> 9378 NW 8 Circle, Plantation, Florida 33324 Organization Established in 1999 District Location(s) for Project Activity: 5* <i>Miami Fashion Week</i> Grant funds are requested to support the promotional and marketing activities of Miami Fashion Week to help increase awareness and attendance of 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. The project activities will take place at the following venue: Miami Beach Convention Center All grant funds will be utilized for the benefit of Miami-Dade County..</p>	<p>Award: \$9,000.00</p>

* 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 2014-2015 Tourist Development Council (TDC) Grants Program
 3rd Quarter (April 1 - June 30)**

<i>Organization/ Project Description</i>	FY 2014-2015 TDC Recommendation
<p>4. <u>Dr. Martin Luther King, Jr., Parade and Festivities Committee, Inc.</u> P.O. Box 80358, Miami, Florida 33138 Organization Established in 1985 District Location(s) for Project Activity: 3* <i>Dr. Martin Luther King, Jr. Parade and Festivities</i> Grant funds are requested to support the 2015 Martin Luther King Jr., Parade Festivities. This year's project includes an Oratorical Essay Contest featuring Miami-Dade County Public School students, an awards and scholarship banquet and the traditional parade through Liberty City/Brownsville on MLK Boulevard. The project activities will take place at the following venues: Joseph Caleb Auditorium and the Martin Luther King Boulevard (62nd Street).</p>	<p>Award: \$10,000.00</p>

<i>Organization/ Project Description</i>	FY 2014-2015 TDC Recommendation
<p>5. <u>Film Life, Inc.</u> Chelsea Piers, Pier 62, Suite 303, New York, New York, 10011 Organization Established in 2001 District Location(s) for Project Activity: 5* <i>Plunge Culture and Creativity Conference</i> Grant funds are requested to support the Plunge Culture and Creativity Conference (PLUNGE), a multicultural gathering of professional people with a common interest in artistry, innovation and ingenuity. The three-day event will showcase extraordinary people at the vanguard of groundbreaking work in the arts, entertainment and media, food and lifestyle, and technology. PLUNGE will offer inspiring talks, culture classes, networking sessions, and showcases of innovative products and ideas. The project activities will take place at the following venues: Eden Roc Resort and Regal South Beach Stadium 18. All grant funds will be utilized for the benefit of Miami-Dade County.</p>	<p>Award: \$16,750.00</p>

<i>Organization/ Project Description</i>	FY 2014-2015 TDC Recommendation
<p>6. <u>Fire Haus Projects, Inc.</u> 8000 SW 26 Street, Miami, Florida 33155 Organization Established in 2007 District Location(s) for Project Activity: 7*, 9* <i>Altered Arts Festival</i> Grant funds are requested to support "Altered Arts Festival" that will showcase duo-piano virtuosos Kirk Whipple and Marilyn Morales, and other South Florida based performing artists. The festival will also include a curated exhibition by two local photographers, Julian Sanz and Jorge Fernandez. These events will be held during the months of April, May and June 2015. The project activities will take place at the following venues: Gold Coast Railroad Museum and Unitarian Universalist Congregation of Miami.</p>	<p>Award: \$2,500.00</p>

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**Miami-Dade County Department of Cultural Affairs
 FY 2014-2015 Tourist Development Council (TDC) Grants Program
 3rd Quarter (April 1 - June 30)**

<i>Organization/ Project Description</i>	FY 2014-2015 TDC Recommendation
<p>7. <u>Florida Grand Opera, Inc.</u> 8390 Northwest 25th Street, Miami, Florida 33122 Organization Established in 1941 District Location(s) for Project Activity: 3*, 5*, 6*, 12* <i>The Consul by Gian Carlo Menotti</i> Grant funds are requested to support FGO in attracting national and international audiences to its debut of Gian Carlo Menotti's The Consul. Five performances will play at the Adrienne Arsht Center for the Performing Arts of Miami-Dade County. This production is part of FGO's "Made for Miami" series, which presents one opera every season that will resonate with the South Florida community. Visitors will experience a story that is representative of the exile and immigrant nature of Miami. The project activities will take place at the following venues: Adrienne Arsht Center for the Performing Arts of Miami-Dade County, Florida Grand Opera, Inc., Actors' Playhouse at the Miracle Theater, The Wolfsonian Museum at FIU, and Books and Books Coral Gables</p>	<p>Award: \$12,000.00</p>

<i>Organization/ Project Description</i>	FY 2014-2015 TDC Recommendation
<p>8. <u>France-Florida Foundation for the Arts, Inc.</u> 1395 Brickell Avenue, Espirito Santo Plaza, Suite 1050, Miami, Florida 33131 Organization Established in 2004 District Location(s) for Project Activity: 5* <i>Films on the Beach</i> Grant funds are requested to support artistic, marketing and promotional fees for the second edition of the French film festival "Films on the Beach" which consists of five outdoor screenings every Thursday evening of April 2015. The program is organized by the French Embassy Cultural Services and the France-Florida Foundation for the Arts in partnership with the City of Miami Beach Arts in the Parks and the Miami Beach Cinematheque. Free and open to public. The project activities will take place at the following venue: Miami Beach Soundscape</p>	<p>Award: \$2,500.00</p>

<i>Organization/ Project Description</i>	FY 2014-2015 TDC Recommendation
<p>9. <u>Greater Miami Billfish Tournament, Inc.</u> P.O. Box 1036, Key Biscayne, Florida 33149 Organization Established in 1983 District Location(s) for Project Activity: 5* <i>Yamaha Contender Miami Sportfishing Tournament</i> Grant funds are requested to support the marketing costs associated with the production of a fishing tournament that promotes sportfishing as an enjoyable activity for the entire family. Scheduled for April 23-25, 2015, this tournament attracts tourists and anglers to Miami-Dade County showcasing the destination as the capital of this spectator and participant sport, while promoting marine conservation and preservation ethics, education, scholarships and youth programs, along with businesses and artists from the local area. The project activities will take place at the following venue: Miami Beach Marina.</p>	<p>Award: \$13,500.00</p>

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**Miami-Dade County Department of Cultural Affairs
 FY 2014-2015 Tourist Development Council (TDC) Grants Program
 3rd Quarter (April 1 - June 30)**

<i>Organization/ Project Description</i>	FY 2014-2015 TDC Recommendation
<p>10. <u>Hispanic-American Lyric Theatre, Inc. as fiscal agent for Miami Chamber Music Society</u> 255 Alhambra Circle, Penthouse, Coral Gables, Florida 33134 Organization Established in 2013 District Location(s) for Project Activity: 3*, 6* <i>Mainly Mozart Festival</i></p> <p>Funds are requested to support the XXII edition of the Mainly Mozart Festival. The landmark festival will present world class visiting guest artists and showcase the finest South Florida classical musicians. 9 concerts will be presented in Coral Gables on consecutive Sundays, April 26-June 21, 2015. In addition, the festival will present 2 interactive educational concerts for children. The project activities will take place at the following venues: The Biltmore Hotel and Adrienne Arsht Center for the Performing Arts.</p>	<p>Award: \$9,000.00</p>

<i>Organization/ Project Description</i>	FY 2014-2015 TDC Recommendation
<p>11. <u>Hispanic-American Lyric Theatre, Inc. as fiscal agent for West Arts</u> 8785 SW 165 Avenue, Suite 203, Miami, Florida 33193 Organization Established in 1986 District Location(s) for Project Activity: 11* <i>West End Arts Festival</i></p> <p>Grant funds are requested to support a major arts festival in West Miami-Dade, featuring local visual artists and performing arts organizations. This free outdoor cultural event will include musical concerts and live performances for the community. This festival, with a projected attendance of 5,000, will bring new demographics to the area and generate increased tourism for the West part of Miami-Dade County. The project activities will take place at the following venues: Howard Hughes Lot.</p>	<p>Award: \$7,500.00</p>

<i>Organization/ Project Description</i>	FY 2014-2015 TDC Recommendation
<p>12. <u>Living Arts Trust, Inc. d/b/a O Cinema</u> 2401 Swanson Avenue, Miami, Florida 33133 Organization Established in 2008 District Location(s) for Project Activity: 3*, 4* <i>Hyphenated-American Series</i></p> <p>Grant funds are requested to support O Cinema's spring 2015 Hyphenated-American Series, a quarterly series highlighting Hispanic and Caribbean identity through current cinema and multidisciplinary events. The screenings and events will feature films selected from current festivals. The project activities will take place at the following venues: O Cinema Miami Beach and O Cinema Wynwood.</p>	<p>Award: \$5,000.00</p>

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**Miami-Dade County Department of Cultural Affairs
 FY 2014-2015 Tourist Development Council (TDC) Grants Program
 3rd Quarter (April 1 - June 30)**

<i>Organization/ Project Description</i>	FY 2014-2015 TDC Recommendation
<p>13. <u>Mad Cat Theatre Company, Inc.</u> P.O. Box 347621, Miami, Florida 33134 Organization Established In 2002 District Location(s) for Project Activity: 5* <i>Mad Cat Theatre at the 2015 South Beach Comedy Festival</i> For the 5th time, Mad Cat Theatre is returning to the South Beach Comedy Festival to put on a new comedic play at the festival. The play will be directed by the company's Artistic Director Paul Tei and will feature local actors and showcase the company's local designers as well. The play is a work in progress comedy being written in tandem by company playwrights Jessica Farr and Theo. The project activities will take place at the following venue: Backstage at the Fillmore.</p>	<p>Award: \$2,500.00</p>

<i>Organization/ Project Description</i>	FY 2014-2015 TDC Recommendation
<p>14. <u>Miami Gay & Lesbian Film Festival, Inc.</u> 6360 NE 4th Court, Miami, Florida 33138 Organization Established In 1999 District Location(s) for Project Activity: 5*, 6* <i>17th Annual Miami Gay and Lesbian Film Festival</i> Grant funds are requested to support the production and marketing of the 17th Annual Miami Gay and Lesbian Film Festival, to be held from April 24 - May 3, 2015. The festival will feature approximately 60 films, as well as daily Q&A sessions with filmmakers, meet-and-greets, themed parties, and an extravagant awards brunch finale. The project activities will take place at the following venues: Colony Theatre, Regal Cinemas South Beach, Miami Beach Cinematheque, Miami Beach Botanical Garden, and Coral Gables Art Cinema.</p>	<p>Award: \$25,000.00</p>

<i>Organization/ Project Description</i>	FY 2014-2015 TDC Recommendation
<p>15. <u>Miami International Jazz Fest Inc.</u> 1998 N. E. 180 Street, North Miami Beach, Florida 33162 Organization Established in 2012 District Location(s) for Project Activity: 5* <i>2015 Miami International Jazz Festival</i> Grant funds are requested to support the 2nd annual Miami International Jazz Festival kicking off Friday, May 1st at the Cuba Ocho Cultural Arts Center and continuing Saturday, May 2nd at the Manuel Artime Theatre and closing Sunday, May 3, 2015 at the Miami Senior High School Auditorium. This festival features world-renowned artists such as Jimmy Bosch, Lew Soloff, Johnny "Dandy" Rodriguez and other equally talented musicians and artists over the three day festival. The project activities will take place at the following venues: Miami Senior High School Auditorium, Manuel Artime Theater and Cubo Ocho Cultural Arts Center.</p>	<p>Award: \$13,500.00</p>

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**Miami-Dade County Department of Cultural Affairs
FY 2014-2015 Tourist Development Council (TDC) Grants Program
3rd Quarter (April 1 - June 30)**

<i>Organization/ Project Description</i>	FY 2014-2015 TDC Recommendation
<p>16. <u>Miami Momentum Dance Company, Inc.</u> PO Box 331973, Miami, Florida 33233 Organization Established in 1982 District Location(s) for Project Activity: 2*, 4*, 5* <i>Miami Dance Festival 2015</i></p> <p>Grant funds are requested to support the 2015 Miami Dance Festival featuring six weeks (April 5 – May 9, 2015) of concert performances, lectures and demonstrations, special events, master classes with nationally recognized guest artists and locally based dance artists. The project activities will take place at the following venues: Colony Theater, Aventura Performing Arts Center, Miami-Dade County Auditorium, Miami Dade College, Wolfson Campus, and PAN.</p>	<p>Award: \$7,000.00</p>

<i>Organization/ Project Description</i>	FY 2014-2015 TDC Recommendation
<p>17. <u>Miami Northwest Express Track Club, Inc.</u> 1310 NW 90th Street, Miami, Florida 33147 Organization Established in 1979 District Location(s) for Project Activity: 2* <i>40th Annual Northwest Track and Field Classic</i></p> <p>Grant funds are requested to support the 40th Annual Northwest Track & Field Classic. This event serves thousands of youth each year from the United States, Bahamas, British Virgin Islands, Canada, Cayman Islands, Jamaica, Mexico, Puerto Rico and the U.S. Virgin Islands. The project activities will take place at the following venue: Miami Dade College North Campus, Traz Powell Stadium.</p>	<p>Award: \$15,000.00</p>

<i>Organization/ Project Description</i>	FY 2014-2015 TDC Recommendation
<p>18. <u>Miami Piano Circle, Inc.</u> 11 Farrey Lane, Miami Beach, Florida 33139 Organization Established in 2007 District Location(s) for Project Activity: 5* <i>American Grands</i></p> <p>Grant funds are requested to support American Grands, an original work of ten grand pianos simultaneously playing arrangements of J.P. Sousa, Scott Joplin, MacDowell, Gottschalk, and Ives, performed by Miami-based concert pianists from around the globe and supplemented by a stunning lighting design. The project activities will take place at the following venue: New World Center.</p>	<p>Award: \$5,400.00</p>

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**Miami-Dade County Department of Cultural Affairs
 FY 2014-2015 Tourist Development Council (TDC) Grants Program
 3rd Quarter (April 1 - June 30)**

<i>Organization/ Project Description</i>	FY 2014-2015 TDC Recommendation
<p>19. <u>Miami River Fund, Inc.</u> 1407 NW 7 Street, Suite D, Miami, Florida 33125 Organization Established in 1998 District Location(s) for Project Activity: 5* <i>Free 19th Annual Miami Riverday</i> Grant funds are requested to support the free 19th Annual Miami Riverday Festival, (April 11, 2015, 1-6 PM) a unique event celebrating the history, culture and environment of the Miami River. The festival features a variety of activities for everyone including: Miami River boat tours, live music from local bands, paddleboard races, historic re-enactors in Wagner Homestead (1856) Fort Dallas (1844), 20 environmental education booths, and much more. The project activities will take place at the following venue: Lummus Park.</p>	<p>Award: \$8,000.00</p>

<i>Organization/ Project Description</i>	FY 2014-2015 TDC Recommendation
<p>20. <u>Michael-Ann Russell Jewish Community Center, Inc.</u> 18900 NE 25 Avenue, North Miami Beach, Florida 33180 Organization Established in 1987 District Location(s) for Project Activity: 4* <i>Festival Yachad - Israeli Folk Dance Festival</i> Grant funds are requested to support the Jewish Community Center's (JCC) annual Festival Yachad - Israeli Folk Dance Festival featuring 350 dancers from the JCC's year-round Bamachol Dance Academy and 150 dancers from Israeli dance troupes from Mexico, Peru, Panama, and Brazil. Festival Yachad will feature 2 shows in North Miami Beach - a Children's Performance on Sunday, May 31, at the Julius Littman Performing Arts Theater and a Showcase Performance on Friday, June 5, at the Michael-Ann Russell JCC. The project activities will take place at the following venues: Michael-Ann Russell Jewish Community Center and Julius Littman Performing Arts Theater.</p>	<p>Award: \$7,000.00</p>

<i>Organization/ Project Description</i>	FY 2014-2015 TDC Recommendation
<p>21. <u>National LGBTQ Task Force</u> 1325 Massachusetts Avenue NW, Suite 600, Washington DC, District of Columbia 20005 Organization Established in 1973 District Location(s) for Project Activity: 5* <i>Winter Party Festival</i> Grant funds are requested to support the 2015 Winter Party Festival which includes 20 paid and free events in Miami Beach and Miami over a six-day period. Approximately 14,000 LGBTQ people, supporters, and allies are expected to attend this year's event with a majority attending from out-of-state and internationally. The project activities will take place at the following venues: Shelborne Wyndham Grand South Beach, Lummus Park, Miami Beach Botanical Garden, Cameo, and Mansion. All grant funds will be utilized for the benefit of Miami-Dade County.</p>	<p>Award: \$10,000.00</p>

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**Miami-Dade County Department of Cultural Affairs
 FY 2014-2015 Tourist Development Council (TDC) Grants Program
 3rd Quarter (April 1 - June 30)**

<i>Organization/ Project Description</i>	FY 2014-2015 TDC Recommendation
<p>22. <u>New World Symphony, Inc.</u> New World Center, 500 17th Street, Miami Beach, Florida 33139 Organization Established in 1987 District Location(s) for Project Activity: 5* <i>New World Symphony's Season Finale with MTT and Anne-Sophie Mutter</i> Grant funds are requested to support the New World Symphony's Season Finale with Michael Tilson Thomas and Anne-Sophie Mutter on April 25 and 26, 2015. These two concerts will be presented in Miami Beach to kick off a tour to New York (Carnegie Hall) and Washington, DC (Kennedy Center). The April 25 performance will also be presented via WALLCAST™ (i.e., projected live onto the façade of New World Center). This is a free presentation offered to Miami-Dade County residents and tourists. The project activities will take place at the following venue: New World Center.</p>	<p>Award: \$12,500.00</p>

<i>Organization/ Project Description</i>	FY 2014-2015 TDC Recommendation
<p>23. <u>South Florida Autism Charter Schools, Inc.</u> 13835 NW 97 Avenue, Hialeah, Florida 33018 Organization Established in 2008 District Location(s) for Project Activity: 10* <i>8th Annual Miami International Agriculture Horse & Cattle Show</i> Grant funds are requested to support the 8th Annual Miami International Agriculture Horse & Cattle Show, sponsored by Miami-Dade County, Commissioner Javier D. Souto, and the Miami Horse Council. This event is open to the public and will take place on April 10, 11, and 12, 2015. This event attracts tourists from the USA and South America, and also provides farmers, ranchers and local businesses the opportunity to promote their businesses. The project activities will take place at the following venue: Tropical Park - Ronald Reagan Equestrian Center.</p>	<p>Award: \$6,300.00</p>

<i>Organization/ Project Description</i>	FY 2014-2015 TDC Recommendation
<p>24. <u>Sweat Records, Inc.</u> 5505 NE 2nd Avenue, Miami, Florida 33137 Organization Established in 2005 District Location(s) for Project Activity: 3* <i>Sweatstock Festival 2015</i> Grant funds are requested to support Sweat Records' sixth annual Sweatstock Festival - a free and all-ages community block party/pop-up music festival in Little Haiti that spotlights homegrown bands and musicians, as well as local food, culture, and non-profit organizations. This year's Sweatstock is celebrating 10 years of Miami independent music store Sweat Records and Record Store Day 2015. The project activities will take place at the following venues: Sweat Records and Churchill's Pub.</p>	<p>Award: \$2,500.00</p>

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**Miami-Dade County Department of Cultural Affairs
FY 2014-2015 Tourist Development Council (TDC) Grants Program
3rd Quarter (April 1 - June 30)**

<i>Organization/ Project Description</i>	FY 2014-2015 TDC Recommendation
<p>25. <u>Teatro Avante, Inc.</u> 744 SW 8th Street, 2nd Floor, Miami, Florida 33130 Organization Established in 1979 District Location(s) for Project Activity: 3*, 5*, 7* <i>XXX International Hispanic Theatre Festiva Iof Miami</i> Grant funds are requested to support the XXX International Hispanic Theatre Festival of Miami, presenting 16 productions from six countries, at several venues in Miami-Dade County. The comprehensive educational component includes post-performance forums, theatre conference, workshops, exhibits, book presentation and the International Children's Day celebration. The project activities will take place at the following venues: Adrienne Arst Center for the Performing Arts, Miami-Dade County Auditorium, Miami Dade College InterAmerican Campus, Key Biscayne Community Center, and Miami Dade College Koubek Center.</p>	<p>Award: \$15,750.00</p>

<i>Organization/ Project Description</i>	FY 2014-2015 TDC Recommendation
<p>26. <u>The Greater Miami Festivals and Events Association, Inc.</u> 12555 Biscayne Boulevard PMB #821, Miami, Florida 33181 Organization Established in 1985 District Location(s) for Project Activity: 7* <i>GMFEA 3rd Annual Conference & Exhibition</i> Grant funds are requested to support Greater Miami Festival and Events Association's 3rd annual regional conference and exhibition, composed of workshops, an exhibition and a performance showcase, to promote artists, craftsmen, vendors, performers and support services to the festival and event production community. The event will be held on June 18, 2015. The project activities will take place at the following venue: University of Miami Bank United Center Complex.</p>	<p>Award: \$5,000.00</p>

<i>Organization/ Project Description</i>	FY 2014-2015 TDC Recommendation
<p>27. <u>The Miami Foundation, Inc. as fiscal agent for Indie Film Club Miami</u> 90 NW 29th Street, Miami, Florida 33127 Organization Established in 2012 District Location(s) for Project Activity: 3* <i>Ace Ventura Pet Detective Experience</i> Grant funds are requested to support Indie Film Club Miami's creation of an immersive cinematic experiences around the iconic and Miami beloved film Ace Ventura Pet Detective. Interactive installations will be crafted around the film, building the very best moment to watch a movie. This event will take place on May 1, 2015 and is open to the public. The project activities will take place at the following venue: Jungle Island (Garden Outpost).</p>	<p>Award: \$5,000.00</p>

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**Miami-Dade County Department of Cultural Affairs
 FY 2014-2015 Tourist Development Council (TDC) Grants Program
 3rd Quarter (April 1 - June 30)**

<i>Organization/ Project Description</i>	FY 2014-2015 TDC Recommendation
<p>28. <u>The Miami Foundation, Inc. as fiscal agent for PhilanthroFest International, Inc.</u> 2246 SW 1st Street, Miami, Florida 33135 Organization Established in 2012 District Location(s) for Project Activity: 3* <i>PhilanthroFest 2015 Carnival of Dreams</i> Grant funds are requested to support the PhilanthroFest 2015 Carnival of Dreams festival, an outdoor family-festival showcasing South Florida's philanthropic organizations, cultural arts groups and community resources, as well as live musical performances and entertainment. PhilanthroFest aims to encourage community engagement and volunteerism. This event is open and free to the public. The project activities will take place at the following venues: Museum Park.</p>	<p>Award: \$10,000.00</p>

<i>Organization/ Project Description</i>	FY 2014-2015 TDC Recommendation
<p>29. <u>Tigertail Productions, Inc.</u> 842 NW 9th Court, Miami, Florida 33136 Organization Established in 1979 District Location(s) for Project Activity: 5*, 6* <i>Tigertail International & Special Events</i> Grant funds are requested to support production costs associated with the FLA-FRA (Florida-France) festival. FLA-FRA will take place every single day the entire month of April 2015. FLA-FRA includes dynamic and stimulating new work in music, dance, film, poetry and visual arts in theaters and outdoor locations. There are numerous free events for tourists and the general public throughout the month. The project activities will take place at the following venues: Colony Theatre, Miami-Dade County Auditorium, ArtCenter South Florida, Miami Beach Botanical Garden, and Books & Books.</p>	<p>Award: \$13,500.00</p>

<i>Organization/ Project Description</i>	FY 2014-2015 TDC Recommendation
<p>30. <u>Zoological Society of Florida</u> 12400 SW 152 Street, Miami, Florida 33177 Organization Established in 1956 District Location(s) for Project Activity: 9* <i>Dinosaurs Live! at Zoo Miami</i> Grant funds are requested to support the Dinosaurs LIVE! temporary exhibition at Zoo Miami. Dinosaurs LIVE! will feature life-sized, animatronic dinosaurs located throughout the zoo that will excite, enthrall, and entice our diverse South Florida community. As part of the exhibition, Zoo Miami will conduct a campaign to raise awareness for animals currently facing the threat of extinction. The project activities will take place at the following venue: Zoo Miami.</p>	<p>Award: \$10,000.00</p>

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



MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: June 2, 2015

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)
6-2-15

RESOLUTION NO. R-476-15

RESOLUTION APPROVING FUNDING OF 30 GRANTS FOR A TOTAL OF \$277,450.00 FROM THE FISCAL YEAR 2014-2015 THIRD QUARTER MEETING 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 waives the requirements of Resolution No. R-130-06, and approves funding of 30 grants for a total of \$277,450.00 from the FY 2014-2015 Third Quarter meeting of the Tourist Development Council Grants Program-Room Tax Plan and Surtax Category to promote Miami-Dade County tourism by funding tourist-oriented cultural, sporting, television and special event/promotions as follows:

Aqua Foundation for Women, Inc.	\$6,750
Arts Ballet Theatre of Florida, Inc.	9,000
Council of International Fashion Designers, Inc.	9,000
Dr. Martin Luther King, Jr., Parade and Festivities Committee, Inc.	10,000
Film Life, Inc.	16,750
Fire Haus Projects, Inc.	2,500
Florida Grand Opera, Inc.	12,000
France-Florida Foundation for the Arts, Inc.	2,500

Greater Miami Billfish Tournament, Inc.	\$13,500
Hispanic-American Lyric Theatre, Inc. as fiscal agent for Miami Chamber Music Society	9,000
Hispanic-American Lyric Theatre, Inc. as fiscal agent for West Arts	7,500
Living Arts Trust, Inc. d/b/a O Cinema	5,000
Mad Cat Theatre Company, Inc.	2,500
Miami Gay & Lesbian Film Festival, Inc.	25,000
Miami International Jazz Fest Inc.	13,500
Miami Momentum Dance Company, Inc.	7,000
Miami Northwest Express Track Club, Inc.	15,000
Miami Piano Circle, Inc.	5,400
Miami River Fund, Inc.	8,000
Michael-Ann Russell Jewish Community Center, Inc.	7,000
National LGBTQ Task Force	10,000
New World Symphony, Inc.	12,500
South Florida Autism Charter Schools, Inc.	6,300
Sweat Records, Inc.	2,500
Teatro Avante, Inc.	15,750
The Greater Miami Festivals and Events Association, Inc.	5,000
The Miami Foundation, Inc. as fiscal agent for Indie Film Club Miami	5,000
The Miami Foundation, Inc. as fiscal agent for PhilanthroFest International Inc.	10,000
Tigertail Productions, Inc.	13,500
Zoological Society of Florida	10,000

and authorizes the County Mayor or County Mayor's designee to execute grant agreements, in substantially the form of the sample attached hereto, with each grantee for and on behalf of Miami-Dade County, Florida and to exercise all provisions, including 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:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of June, 2015. 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: **Christopher Agrippa**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

MRP

Monica Rizo



**MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
FY 2014-2015 Tourist Development Council Grants Program – Third Quarter**

GRANT AWARD AGREEMENT - ARTICLE I

The Miami-Dade County Department of Cultural Affairs and the Cultural Affairs Council, the Mayor and the Board of County Commissioners are pleased to announce that Miami-Dade County has awarded a grant as described herein to «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, 2015
- 6. GRANT END DATE: June 30, 2015
- 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, 2014 as provided with the grant award package, and with those provisions outlined in the notarized and attached Universal Affidavit. Further, the Grantee agrees that the funded project will be executed in substantially the form outlined in the original application as approved for funding; in accordance with the program guidelines of the **Tourist Development Council** program and within the scope of budget submitted in the attached Restatement of Project Budget.

(Grantee's Corporate Seal)

Signature Authorized Official #1

Printed Name/Title Authorized Official #1

Signature Authorized Official #2

Printed Name/Title Authorized Official #2

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
GENERAL TERMS AND CONDITIONS FOR TOURIST DEVELOPMENT COUNCIL GRANTS (October, 2014)
ARTICLES II, III, IV and V

ARTICLE II

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

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

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

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

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

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

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

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

evaluation, that the Grantee is not in compliance with the terms of the Agreement, is not fulfilling other program requirements or stipulations for which this Grant has been provided, or for other reasons prompting significant concerns regarding the Grantee's ability to fulfill the conditions of this grant award, the Director or his designee must provide in writing to the Grantee, within thirty (30) days of the date of said monitoring/evaluation, notice of the inadequacy or deficiencies noted which may significantly impact on the Grantee's ability to complete the project or fulfill the terms of the Agreement within a reasonable time frame. If Grantee refuses or is unable to address the areas of concern within thirty (30) days of receipt of such notice, the Director, at his discretion, may take other actions, which may include the withholding, reduction or rescission of grant funds until such time as the Grantee can demonstrate that such issues have been corrected.

Further, in the event that the Grantee refuses or is unable to address the areas of concern and the grant award has been disbursed in full or in part, then the Director may request the return of the full or partial grant payment. At the Director's sole discretion, a Grantee found to be deficient or in default of a previous grant contract may be declared permanently ineligible to apply to the Department of Cultural Affairs' grants programs. Reinstating the Grantee's eligibility to apply is also at the Director's sole discretion, and may only be considered subsequent to all deficient areas on prior grants having been addressed to the satisfaction of the Director.

If Grantee is not in compliance with the conditions of any other County agreement, the Director, at his discretion, may take other actions, which may include the withholding, reduction or rescission of grant funds until such time as the Grantee can demonstrate that such issues have been corrected.

8. Bank Accounts: Monies received pursuant to the Agreement shall be kept in accounts in established Florida banks, credit unions or savings and loan associations whose identity shall be disclosed in writing, with the identity and title of individuals whom the Grantee authorizes to withdraw or write checks on grant funds from the banking institution identified on the "Bank Account Disclosure" form submitted by the Grantee. These accounts need not be accounts which are segregated from other accounts maintained by the Grantee. However, it is highly recommended that the Grantee maintain a separate account for these grant funds.

9. Accounting and Financial Review: The Grantee must keep accurate and complete books and records for all receipts and expenditures of this grant award and any matching funds required in conformance with reasonable general accounting standards. These books and records, as well as all documents pertaining to payments received and made in conjunction with this grant, such as vouchers, bills, invoices, receipts and canceled checks, shall be retained in Miami-Dade County in a secure place and in an orderly fashion by the Grantee for at least two (2) years after: the Grant End Date specified in Article 1.6.; the expiration of an extended grant period as approved by the Director; the completion of a County requested or mandated audit or compliance review; the conclusion of a legal action involving the grant award, the Grantee and/or project or activities related to the grant award.

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

10. Publicity and Credits: The Grantee must include the following credit line in all promotional and marketing materials related to this grant including web sites, news and press releases, public service announcements, broadcast media, event programs, and publications: "With the support of the Miami-Dade County Tourist Development Council, the Miami-Dade County Department of Cultural Affairs and the Cultural Affairs Council, the Miami-Dade County Mayor and Board of County Commissioners." The grantee must also use the County's logo in marketing and publicity materials, including but not limited to newsletters, press releases, brochures, fliers, websites or any other materials for dissemination to the media or general public. 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.

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

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 11.14. 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 11.14. 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

investments in their future.” To download an electronic version of The Children's Trust logo, please go to: [The Children's Trust Media Kit & Logos.](#)

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

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

The Grantee shall take all actions as may be necessary to ensure that its officers, agents, employees, assignees and/or subcontractors shall not act as nor give the appearance of that of an agent, servant, joint venturer, collaborator or partner of the Tourist Development Council, the Department of Cultural Affairs, the Cultural Affairs Council, the Miami-Dade County Mayor, the Miami-Dade County Board of County Commissioners, or its employees.

The Grantee agrees to be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in the Agreement, including entering into subcontracts with vendors for services and commodities, provided that it is understood by the Grantee that Miami-Dade County shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract, and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

The Grantee shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, law suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Agreement by the Grantee or its employees, agents, servants, partners, principals or subcontractors. The Grantee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the County, where applicable including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The Grantee expressly understands and agrees that any insurance protection required by the Agreement or otherwise provided shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the County or its officers, employees, agents and instrumentalities as herein provided.

12. Assignment: The Grantee is not permitted to assign this grant award or any portion thereof. Any purported assignment will render this grant null and void and the Grantee shall be subject to immediate rescission of the full amount of the grant award and reimbursement by the Grantee of its full value to the County.

13. Compliance with Laws: It shall be a contractual obligation of the Grantee hereunder, that during the term of the Agreement, the Grantee agrees to abide by and be governed by all applicable federal, state and county laws and the terms of grants made to Miami-Dade County and the Miami-Dade County Department of Cultural Affairs and Cultural Affairs Council, of which this grant is a sub grant, including, but not limited to the following Miami-Dade County Ordinances, Resolutions, sections of the County Code and federal laws:

- (a) County Ordinance No. 72-82 - Miami-Dade County's Conflict of Interest and Code of Ethics Ordinance - as amended, which is incorporated herein by reference as if fully set forth herein;
- (b) Section 2-8.1- of the Miami-Dade County Code - Ownership Disclosure;
- (c) County Ordinance No. 90-133- Amending Sec. 2-8.1; (d)(2) - Employment Disclosure;
- (d) Section 2-8.6 -of the County Code - Criminal Record;
- (e) County Ordinance No. 92-15 codified as Section 2-8.1.2 of the County Code - Employment Drug-free Workplace;
- (f) County Ordinance No. 142-91 codified as Section 11A -29 et. seq. of the County Code – Family Leave;
- (g) County Resolution R-385-95 - Miami-Dade County Disability Nondiscrimination Affidavit, incorporating the following Federal laws and Acts:
 - (1) The Americans with Disabilities Act of 1990 (ADA), Pub.L. 101-336, 104 Stat. 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment;
 - (2) Title II, Public Services;

- (3) Title III, Public Accommodation and Services Operated by Private Entities; and Section 504 of the Rehabilitation Act of 1973;
 - (4) Title IV, Telecommunications;
 - (5) Title V, Miscellaneous Provisions: The Rehabilitation Act of 1973, 29 U.S.C. Section 794; The Federal Transit Act, as amended 49 U.S.C. Section 1612; The Fair House Act as amended, 42 U.S.C. Section 3601 - The foregoing requirements of this section shall not pertain to contracts with the United States or any department or agency thereof, or the State or any political subdivision or agency thereof or any municipality of this State;
- (h) Section 2-8.1 (c) of the County Code regarding Delinquent and Currently Due Fees or Taxes.

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

Further, all funded activities must provide equal access and equal opportunity in employment and services, and may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation or physical ability, in accordance with Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972 as amended (42 U.S.C. 2000d et seq.), the Americans with Disabilities Act (ADA) of 1990, Section 504 of the Rehabilitation Act of 1973, and Miami-Dade County ordinances No. 97-170, § 1, 2-25-97 and No. 98-17, § 1, 12-1-98.

14. Remedies: In the event the Grantee shall fail to materially conform with any of the provisions of the Agreement or its attachments referenced herein, the Director may withhold or cancel all, or any, unpaid installments of the grant upon giving five (5) calendar days written notice to the Grantee, and the County shall have no further obligation to the Grantee under the Agreement. Further, in the event of a material breach of any term or condition of the Agreement, upon five (5) calendar days written demand by the Director, the Grantee shall repay to Miami-Dade County all portions of the grant which have been received by the Grantee, but which have not actually been disbursed by the Grantee as of the date that the written demand is received.

In the event this grant is canceled or the Grantee is requested to repay grant funds because of a breach of the Agreement, the Grantee may be declared permanently ineligible to apply to the Tourist Development Council or the Miami-Dade County Department of Cultural Affairs' grants programs. Reinstating the Grantee's eligibility to apply is at the Director's sole discretion, and may only be considered subsequent to all deficient areas on prior grants having been addressed to the satisfaction of the Director. Further, the Grantee will be liable to reimburse Miami-Dade County for all unauthorized expenditures discovered after the expiration of the grant period. The Grantee will also be liable to reimburse the County for all lost or stolen grant funds.

Grant funds which are to be repaid to Miami-Dade County pursuant to this Section or other Sections in the Agreement, are to be repaid by delivering to the Director a certified check for the total amount due, payable to the Miami-Dade County Board of County Commissioners.

These provisions do not waive or preclude the County from pursuing any other remedy, which may be available to it under the law.

15. Indulgence Will Not Be A Waiver of Breach: The indulgence of either party with regard to any breach or failure to perform any provision of the Agreement shall not be deemed to constitute a waiver of the provision or any portion of the Agreement either at the time the breach or failure occurs or at any time throughout the term of the Agreement.

16. Written Notices: Any written notices required under the Agreement will become effective when delivered in person or upon the receipt of a certified letter addressed to the Grantee at the address specified in Article I.1 of the Agreement, and to the Director when addressed as follows: Director, Miami-Dade County Department of Cultural Affairs, 111 NW First Street, Suite 625, Miami, Florida 33128.

17. Captions Used in the Agreement: Captions as used in the Agreement are for convenience of reference only and should not be deemed or construed as in any way limiting or extending the language or provisions to which such captions may refer.

18. Contract Represents Total Agreement: The Agreement, including its special conditions and attachments, represents the whole and total agreement of the parties. No representations, except those contained within the Agreement and its attachments, are to be considered in construing its terms. Other than as specified in this agreement as delegated to the Director, no other

modifications or amendments may be made to the Agreement unless made in writing, signed by both parties, and approved by appropriate action by the Miami-Dade County Board of County Commissioners and Mayor.

ARTICLE III - INSURANCE

The Grantee must maintain and shall furnish upon request to the Director or his designee, certificates of insurance indicating that insurance has been obtained which meets the requirements as outlined below:

1. Workers Compensation Insurance for all employees of the Grantee as required by Florida Statute 440.
2. Commercial General Liability Insurance in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.
3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the project, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

The insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

1. The Company must be rated no less than "B" as to the management, and no less than "Class V" as to financial strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division;
- or,
2. The Company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida," issued by the State of Florida Department of Insurance, and is a member of the Florida Guaranty Fund.

Certificates must indicate that no modification or change in insurance shall be made without thirty (30) days advance written notice to the certificate holder.

Modification or waiver of any of the aforementioned insurance requirements is subject to the approval of the County's Risk Management Division. The Grantee shall notify the County of any intended changes in insurance coverage, including any renewals of existing policies.

ARTICLE IV - TERMINATION

If, for any reason, the Grantee shall fail to fulfill in a timely and proper manner its obligations under the Agreement, or should violate any of the covenants, agreements, or stipulations of the Agreement, the County shall thereupon have the right to terminate the Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

Notwithstanding the above, the Grantee shall not be relieved of liability to the County by virtue of any breach of the Agreement by the Grantee, and the County may withhold any payments to the Grantee until such time as the exact amount of damages due to the County from the Grantee is determined.

ARTICLE V - SPECIAL CONDITIONS

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

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

Tourist Development Council grants are supported entirely through Tourist Development Room Tax Funds. Please note, however, that under County Commission resolution R-700-13, **no more than 25% of the Grantee's administrative budget** (i.e., salaries,

benefits and fringes for the Grantee's management personnel; general overhead costs; clerical or administrative personnel who do not directly provide the services required pursuant to the Grantee's contract with the County) may be paid from Miami-Dade County General Funds. If the Grantee receives funds from multiple County sources that include Miami-Dade County General Funds, the aggregate total of funds received by the Grantee from all County sources may not be used for more than 25% of the Grantee's administrative budget.

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

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

REVENUES	TOTAL REVENUES		% of cash revenues
	CASH	IN-KIND	
Admissions			#DIV/0!
Memberships			#DIV/0!
Tuitions/Enrollment Fees			#DIV/0!
Contracted Services: Outside Programs/Performances			#DIV/0!
Contracted Services: Special Exhibition Fees			#DIV/0!
Contracted Services: Other			#DIV/0!
Rental Income			#DIV/0!
Corporate Support			#DIV/0!
Foundation Support			#DIV/0!
Private/Individual Support			#DIV/0!
Other Private Support: Auxillary Activities			#DIV/0!
Other Private Support: Special Event Proceeds			#DIV/0!
Gov't Grants: Federal (Itemize Below)			#DIV/0!
			#DIV/0!
			#DIV/0!
Gov't Grants: State (Itemize Below)			#DIV/0!
			#DIV/0!
			#DIV/0!
Gov't Grants: Local (Not Dept of Cultural Affairs Grants)			#DIV/0!
			#DIV/0!
			#DIV/0!
			#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!
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:	Tourist Development Council (TDC)		#DIV/0!
Subtotal: Cash Revenues + Grant Award:	\$ -		
TOTAL REVENUES:	\$ -		Surplus/Deficit
			\$ -
			In-kind %
			#DIV/0!

Authorizing Official:
 Signature: _____ Date: _____
 Typed/Printed Name: _____ Title: _____

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