

Date: March 8, 2016

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

From: Carlos A. Gimenez
Mayor

Subject: FY 2015-16 Tourist Development Council Grants Program
Second Quarter Recommendations for a Total of \$332,650.00

Agenda Item No. 8(C)(1)

Resolution No. R-197-16

Recommendation

It is recommended that the Board of County Commissioners approve the funding of 31 grants for a total of \$332,650.00 from the FY 2015-16 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 two (2) percent Tourist Development Room Tax Revenue and the two (2) 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 \$45,970.00 (\$4,265.00 from FY 2013-14 and \$41,705.00 from FY 2014-15) in unspent grant funds was carried over and is being appropriated as part of the FY 2015-16 program. TDC grants are disbursed through Index Code TU243964, Sub-object Code 60625, and drawn from Fund 150, Subfund 151.

Pursuant to Ordinance 15-99, \$1.2 million has been allocated for FY 2015-16 Tourist Development Council (TDC) Grants (\$1.1 million from Fund ST 150, Subfund 151, plus \$100,000.00 from Fund ST 150, Subfund 152). The current Second Quarter recommendations, totaling \$332,650.00, continue the recommended TDC grant allocations for this fiscal year.

Delegation of Authority

Authority for executing contracts for these grants resides with the County 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 December 14, 2015 to review 32 applications requesting \$515,000.00 for the Second Quarter of the program. The TDC recommended funding 31 applicants for a total of \$332,650.00.

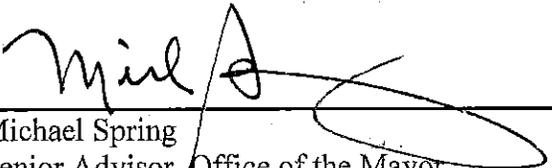
The projects selected for funding represent a diversified range of activities and demographic locations. In its deliberations, the TDC carefully considered and applied the Tourist Development Council Grants guidelines, as outlined below.

The Tourist Development Council Grants Program is responsive on a quarterly basis to organizations/events, which 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.



Michael Spring
Senior Advisor, Office of the Mayor

**Miami-Dade County Department of Cultural Affairs
 FY 2015-2016 Tourist Development Council (TDC) Grants Program
 2nd Quarter (January 1 - March 31)**

Organization/
 Project Description

FY 2015-2016
 TDC Recommendation

4. Barry University, Inc. Award: \$5,000

11300 NE 2 Avenue, Miami Shores, Florida 33161
 Organization Established in 1940
 District Location(s) for Project Activity: 3*

La Traviata

Grant funds are requested to support Barry University's production of Verdi's "La Traviata," one of the world's most popular operas. Professional artists will perform in "La Traviata" alongside faculty and students from Barry University's Music Program. The production, which is part of Barry's 75th anniversary celebration, is offered to the public at no charge and will take place on March 19 - 20, 2016 in Miami Shores. The project activities will take place at the following venue: Barry University - Shepard and Ruth K. Broad Performing Arts Center.

5. Center for Advancement of Jewish Education, Inc. Award: \$6,000

4200 Biscayne Boulevard, Miami, Florida 33137
 Organization Established in 2002
 District Location(s) for Project Activity: 3*, 5*, 6*, 7*

19th Annual Miami Jewish Film Festival

Grant funds are requested to support the 19th Annual Miami Jewish Film Festival (MJFF), which brings filmmakers, educators, and industry professionals to Miami to interact with audiences through screenings of award-winning films, panel discussions, and other events. The 2016 Festival will occur over 13 days, with 70+ screenings held across Miami-Dade County at over 5 different venues. MJFF redefines the term festival with its year-round programs beyond its annual 13-day celebration of film. The project activities will take place at the following venues: Regal Cinemas South Beach, O Cinema Miami Shores, Miami Beach Cinematheque, Coral Gables Art Cinema, and Bill Cosford Cinema.

6. Chopin Foundation of the United States, Inc. Award: \$9,000

1440 79th Street Causeway, Suite 117, North Bay Village, Florida 33141
 Organization Established in 1977
 District Location(s) for Project Activity: 4*, 7*

2015-16 Season of Winners

Grant funds are requested to support the 2015-16 "Season of Winners." The year following the National Chopin Competition (held every 5 years), the prize winners are invited back to perform at the annual Chopin For All Free Concert Series. The Series is presented monthly and includes 2 Chopin Salon Concerts at the La Gorce Country Club on Miami Beach (January & March) and the annual Chopin at Key Biscayne Concert in March. The project activities will take place at the following venues: Granada Presbyterian Church, La Gorce Country Club and Key Biscayne Community Center.

* 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 2015-2016 Tourist Development Council (TDC) Grants Program
 2nd Quarter (January 1 - March 31)**

Organization/
 Project Description

FY 2015-2016
 TDC Recommendation

7. City of Miami Gardens Award: \$25,000

1515 NW 167th Street, Building 5, Suite 200, 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 Jazz in the Gardens (JITG) music festival presented by the City of Miami Gardens, being held Friday to Saturday, March 18-20, 2016, with a Friday (March 18th) kick-off party and the Women's Impact Luncheon (location TBA). Celebrating its 11th year, JITG will be hosted by celebrity comedian, Rickey Smiley and is negotiating to feature performances by Usher, Aretha Franklin, Stevie Wonder, and Diana Ross just to name a few. The project activities will take place at the following venue: Sun Life Stadium.

8. Coconut Grove Arts & Historical Association, Inc. Award: \$25,000

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

Coconut Grove Arts Festival

Grant funds are requested to support the 53rd Annual Coconut Grove Arts Festival, which continues to be a Miami tradition by maintaining its position as one of the largest and most prestigious events of its kind in the country. The Festival is one of the most visible and celebrated events in Miami-Dade County. Held annually during Presidents' Day Weekend, The Festival will be celebrating 53 years of excellence February 13, 14 and 15, 2016. The project activities will take place at the following venues: Streets of Coconut Grove, McFarlane Road, S. Bayshore Drive, Pan American Drive and Coconut Grove Arts & Historical Association, Inc.

9. Florida International University Board of Trustees for the benefit of Jewish Museum of Florida Award: \$9,000

11200 SW 8th Street, MARC 430, Miami, Florida 33199
Organization Established in 1989
District Location(s) for Project Activity: 5*

Discovery and Recovery: Preserving Iraqi Jewish Heritage

Grant funds are requested to support this limited run exhibit provided in partnership with the National Archives and displayed in only 6 select institutions throughout the country. The exhibit details the dramatic recovery of historic materials relating to the Jewish community in Iraq from a flooded basement in Saddam Hussein's intelligence headquarters and the National Archives' recovery work in preserving and making these artifacts and materials available. The project activities will take place at the following venue: Jewish Museum of Florida- FIU.

* 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 2015-2016 Tourist Development Council (TDC) Grants Program
 2nd Quarter (January 1 - March 31)**

Organization/
 Project Description

FY 2015-2016
 TDC Recommendation

10. Florida International University Board of Trustees for the benefit of The Patricia & Phillip Frost Art Museum Award: \$13,500
 11200 SW 8th Street, MARC 430, Miami, Florida 33199
 Organization Established in 1969
 District Location(s) for Project Activity: 11*
The Art of Video Games
 Grant funds are requested to support educational programming and an integrated marketing campaign to promote a variety of programs to enhance the visitor experience of the presentation of the *Art of Video Games*, including lectures, workshops, three related video game film screenings and art making opportunities, January 24 – March 31, 2016. The project activities will take place at the following venue: Florida International University - Frost Art Museum.
11. Florida International University Board of Trustees for the benefit School of Hospitality Management SoBch Wine Award: \$14,000
 11200 SW 8th Street, MARC 430, Miami, Florida 33199
 Organization Established in 1965
 District Location(s) for Project Activity: 3*
2016 Fun & Fit as a Family
 Grant funds are requested to support the 9th annual Fun & Fit as a Family as part of Florida International University's South Beach Wine & Food Festival on February 27 – 28, 2016. 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. The project activities will take place at the following venue: Jungle Island.
12. Florida International University Board of Trustees for the benefit School of Music Award: \$5,000
 11200 SW 8th Street, MARC 430, Miami, Florida 33199
 Organization Established in 1965
 District Location(s) for Project Activity: 11*
Miami International GuitART Festival
 Grant funds are requested to support artistic and marketing costs for the 2016 Miami International GuitART Festival, which is presented by the FIU School of Music as part of its GuitART Series at the Wertheim Performing Arts Center from February 24--28, 2016. The festival features internationally acclaimed artists in eleven concerts, five masterclasses, three lectures, and a composers panel, as well as a composition competition and luthiers expo. The project activities will take place at the following venues: Herbert and Nicole Wertheim Performing Arts Center, Patricia and Phillip Frost Art Museum and Miami Beach Urban Studios.

* 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.

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**Miami-Dade County Department of Cultural Affairs
 FY 2015-2016 Tourist Development Council (TDC) Grants Program
 2nd Quarter (January 1 - March 31)**

Organization/
 Project Description

FY 2015-2016
 TDC Recommendation

13. Florida Opera Prima, Inc. Award: \$7,500

500 NW 36 Street, Suite 302, Miami, Florida 33127
 Organization Established in 2013
 District Location(s) for Project Activity: 5*

IL CENERENTOLO

Grant funds are requested to support Florida Opera Prima's production of "Il Cenerentolo," an original work based on the classic fairytale Cinderella. This fairytale is set to the music of Handel and Vivaldi and seeks to introduce audiences to baroque opera. In addition, this work will highlight the rich music and culture that existed during the baroque period. The project activities will take place at the following venue: Colony Theater.

14. Friends of the Bass Museum, Inc. Award: \$5,000

2100 Collins Avenue, Miami Beach, Florida 33139
 Organization Established in 1964
 District Location(s) for Project Activity: 5*

MISO@theBass

Grant funds are requested to support the Bass Museum of Art's 4th annual MISO@theBass outdoor orchestra concert on January 24, 2016. The annual event, featuring the renowned Miami Symphony Orchestra, will take place in Collins Park, the de facto "front lawn" of the Bass. Offered directly after the museum's monthly IDEA@theBass Family Day, MISO@theBass will offer residents and tourists alike the opportunity to experience world-class classical music entirely free of charge. The project activities will take place at the following venues: Bass Museum of Art and Collins Park.

15. Historical Association of Southern Florida, Inc. Award: \$10,000

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

HistoryMiami Museum's 23rd International Map Fair

Grant funds are requested to support HistoryMiami Museum's 23rd Annual Miami International Map Fair, February 5 – 7, 2016, for collectors, renowned map dealers, academics and hobbyists who make Miami their destination for the largest and longest running Map Fair in the world. For twenty-three years HistoryMiami has welcomed visitors from around the world, regionally and locally. Map Fair provides visitors with a window through which to see how cartography has given form to the worlds in which we explore and inhabit. The project activities will take place at the following venue: HistoryMiami.

* 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.

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**Miami-Dade County Department of Cultural Affairs
FY 2015-2016 Tourist Development Council (TDC) Grants Program
2nd Quarter (January 1 - March 31)**

Organization/
Project Description

FY 2015-2016
TDC Recommendation

19. **Miami Dade College Foundation- Miami International Film Festival** Award: \$16,000
300 NE 2nd Avenue, Miami, Florida 33132
Organization Established in 1966
District Location(s) for Project Activity: 5*, 7*,
Miami International Film Festival 2016
 Grant funds are requested to support the marketing and programming associated with the production of Miami International Film Festival 2016. Funds will be used for local transportation of invited guests, and advertising and marketing, with emphasis on media who reach tourists and seasonal visitors. Advertising and marketing will include print advertising, outdoor advertising, online and direct e-mails, and social media as well as public relations and Film Guide distribution through hotel concierge desks and retailers. The project activities will take place at the following venues: Olympia Theater at Gusman Center, Regal Cinemas, Cinepolis Coconut Grove, MDC's Tower Theater and Cosford Cinema.
20. **Miami Design Preservation League, Inc.** Award: \$25,000
1001 Ocean Drive, Miami Beach, Florida 33139
Organization Established in 1977
District Location(s) for Project Activity: 5*
Art Deco Weekend 2016
 Grant funds are requested to support the 39th Annual Art Deco Weekend. The Art Deco Festival was started in 1976 by the Miami Design Preservation League to attract visitors to Miami Beach's Art Deco District and to raise awareness of the arts and culture of the Art Deco era. Now, Art Deco Weekend draws over 300,000 people for the three-day community event (January 15-17, 2016) highlighting culture, art, architecture, entertainment and education. The 2016 theme is "The Art of Architecture." The project activities will take place at the following venues: Art Deco Museum and Ocean Drive (5th - 15th Streets).
21. **Miami Light Project, Inc.** Award: \$10,500
P.O. Box 1048, Miami, Florida 33137
Organization Established in 1989
District Location(s) for Project Activity: 3*
Global Cuba Fest 2016
 Grant funds are requested to support Miami Light Project's 9th Global Cuba Fest at The Light Box at Goldman Warehouse in Miami's Wynwood Arts District on March 11-12 and 18-19, 2016. Global Cuba Fest is an annual celebration of the best musicians from the Cuban diaspora. In 2016, Gema Corredera (Master Cuban Jazz Vocalist), Dayme Arocena (Afro-Cuban Jazz revelation), DJ BJoyce (Cuba's leading female DJ), and DJ Leydis (US-Cuban Hip Hop artist) are scheduled to be presented. The project activities will take place at the following venue: The Light Box at Goldman Warehouse.

* 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 2015-2016 Tourist Development Council (TDC) Grants Program
2nd Quarter (January 1 - March 31)**

Organization/
Project Description

FY 2015-2016
TDC Recommendation

25. Rotary Foundation of South Miami, Inc. Award: \$5,000
6401 SW 87 Avenue, Miami, Florida 33173
Organization Established in 1992
District Location(s) for Project Activity: 7*
South Miami Rotary Art Festival
Grant funds are requested to support the 33rd annual South Miami Rotary Art Festival, February 20-21, 2016, from 10am – 6pm on Saturday with extended hours of jazz and beverage service until 8pm and from 10am – 5pm on Sunday. The Festival takes place on Sunset Drive from US1 to Red Road just across US1 from the South Miami Metrorail station. There are 150 artists, 11 food vendor spaces, and continuous jazz onstage. The event, produced by the Rotary Foundation of South Miami, is juried and free to the public. The project activities will take place at the following venue: Sunset Drive between US1 and Red Road.
26. Teatro en Miami Corp. Award: \$6,000
10302 NW 9 Street Circle, Unit 104, Miami, Florida 33172
Organization Established in 2002
District Location(s) for Project Activity: 3*, 5*
XII Festival Latinoamericano del mOnologo
Grant funds are requested to support and present the XII edition of Festival Latinoamericano del mOnologo 2016. The Festival will be presented in five different venues in Miami-Dade County from February 8 - 21, 2016. An estimated 15,200 children, adults, family members, tourists, and others will make up the audiences for the 24 performances. The festival will host 42 local and international artists featuring world premieres, street theater, and five children's theater productions. The project activities will take place at the following venues: Teatro 8, Centro Cultural Español, La Casa del Teatro and ArtSpoken.
27. The Dance NOW! Ensemble, Inc. Award: \$5,000
PO Box 416525, Miami Beach, Florida 33141
Organization Established in 2000
District Location(s) for Project Activity: 3*, 4*
Dance NOW! presents the work of José Limón as part of the Limón 70th Anniversary Celebration
Grant funds are requested to support "Dance NOW! presents the work of José Limón as part of the Limón 70th Anniversary Celebration" March 18 and 26, 2016. Dance NOW! presents duets from "Choreographic Offering" and "There is a Time," and the "Beethoven Sextet" from Limón's protégée and Miami dance luminary Daniel Lewis, as well as work from Dance NOW!'s own critically acclaimed artistic directors. The project activities will take place at the following venues: Aventura Arts and Cultural Center and Little Haiti Cultural Complex.

* 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 2015-2016 Tourist Development Council (TDC) Grants Program
 2nd Quarter (January 1 - March 31)**

<i>Organization/ Project Description</i>	FY 2015-2016 TDC Recommendation
<p>28. <u>The Deering Estate Foundation, Inc.</u> 16701 SW 72 Avenue, Miami, Florida 33157 Organization Established in 1989 District Location(s) for Project Activity: 8* <i>12th Annual Deering Seafood Festival on the Bay</i> Grant funds are requested to support the 12th 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, Li'l Shrimp Kids Zone and Deering Discovery Cove Adventure with interactive educational, arts, crafts and recreational activities for children, Artist Lane featuring local artists and artisan crafters, and guided tours of the Deering Estate. The project activities will take place at the following venue: Deering Estate.</p>	<p>Award: \$10,000</p>
<p>29. <u>The Dirt Box</u> 114 NE 107 Street, Miami Shores, Florida 33161 Organization Established in 2014 District Location(s) for Project Activity: 3*, 5* <i>Seed Food and Wine Festival</i> Grant funds are requested to support the marketing and public relations costs of the Seed Food and Wine Festival on November 18-22, 2015 featuring dinners, film screening, 5K run and children's programming, culminating in a large indoor/outdoor festival celebrating health and wellness at the 'Art Miami' tent in Midtown Miami. Engaging and educating patrons on the healthy benefits of conscious and sustainable living, the project activities will take place at the following venues: Miami Beach Botanical Gardens, Eden Roc Resort, Tongue and Cheek, Thompson Resort and Mana Wywood.</p>	<p>Award: \$5,000</p>
<p>30. <u>The Miami Bach Society, Inc.</u> One Alhambra Plaza, PH, Coral Gables, Florida 33114 Organization Established in 2014 District Location(s) for Project Activity: 6* <i>Tropical Baroque Music Festival XVII</i> Funds are requested to support Tropical Baroque Music Festival XVII. All concerts are scheduled for 8 PM and will feature artists such as: Grammy Nominee El Mundo (2/26/16); Virtuoso Russian violinist Dmitry Sinkovsky (2/27/16); and Thomas Dunford (3/4/16). The project activities will take place at the following venues: St. Philip's Presbyterian Church, Coral Gables Museum and Miami Beach Community Church.</p>	<p>Award: \$10,800</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.

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**Miami-Dade County Department of Cultural Affairs
FY 2015-2016 Tourist Development Council (TDC) Grants Program
2nd Quarter (January 1 - March 31)**

*Organization/
Project Description*

**FY 2015-2016
TDC Recommendation**

31. Village of Pinecrest - Pinecrest Gardens

Award: \$5,250

12645 Pinecrest Parkway, Pinecrest, Florida 33156

Organization Established in 1996

District Location(s) for Project Activity: 7*

13th Annual Pinecrest Gardens Fine Arts Festival

Grant funds are requested to support the 13th Annual Pinecrest Gardens Fine Arts Festival to be held at Pinecrest Gardens (former home of Parrot Jungle) in south Miami-Dade County on Saturday, January 9 through Sunday, January 10, 2016. 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 premiere jazz concerts, food, children's activities and the popular farmers' market. The project activities will take place at the following venue: Pinecrest Gardens.

* 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: March 8, 2016

FROM: Abigail Price-Williams
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
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's _____, 3/5's _____, unanimous _____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(C)(1)
3-8-16

RESOLUTION NO. R-197-16

RESOLUTION APPROVING THE FUNDING OF 31 GRANTS FOR A TOTAL OF \$332,650.00 FROM THE FISCAL YEAR 2015-2016 SECOND QUARTER OF THE TOURIST DEVELOPMENT COUNCIL GRANTS PROGRAM ROOM TAX PLAN AND SURTAX CATEGORY TO PROMOTE MIAMI-DADE COUNTY TOURISM; WAIVING RESOLUTION NO. R-130-06, AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE GRANT AGREEMENTS WITH VARIOUS ENTITIES AND TO EXERCISE ALL PROVISIONS, INCLUDING CANCELLATION PROVISIONS CONTAINED THEREIN

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves funding of 31 grants for a total of \$332,650.00 from the FY 2015-2016 Second Quarter of the Tourist Development Council Grants Program-Room Tax Plan and Surtax Category to promote Miami-Dade County tourism by funding tourist-oriented cultural, sporting, television and special event/promotions as follows:

Alyans Atizay Ayisyen, Inc.	10,000.00
Artists in Residence in Everglades	12,500.00
AspirationsPR, LLC	5,000.00
Barry University, Inc.	5,000.00
Center for Advancement of Jewish Education, Inc.	6,000.00
Chopin Foundation of the United States, Inc.	9,000.00
City of Miami Gardens	25,000.00
Coconut Grove Arts & Historical Association, Inc.	25,000.00

Florida International University Board of Trustees for the benefit of Jewish Museum of Florida	9,000.00
Florida International University Board of Trustees for the benefit of The Patricia & Phillip Frost Art Museum	13,500.00
Florida International University Board of Trustees for the benefit School of Hospitality Management SoBch Wine	14,000.00
Florida International University Board of Trustees for the benefit School of Music	5,000.00
Florida Opera Prima, Inc.	7,500.00
Friends of the Bass Museum, Inc.	5,000.00
Historical Association of Southern Florida, Inc.	10,000.00
Junior Orange Bowl Committee, Inc.	9,600.00
Miami Center for Architecture & Design, Inc.	13,500.00
Miami City Ballet, Inc.	18,000.00
Miami Dade College Foundation- Miami International Film Festival	16,000.00
Miami Design Preservation League, Inc.	25,000.00
Miami Light Project, Inc.	10,500.00
National Foundation for Advancement in the Arts, Inc.	10,500.00
National LGBTQ Task Force	9,000.00
Performing Arts Center Trust, Inc. dba Adrienne Arsht Center for the Performing Arts of Miami-Dade County	12,000.00
Rotary Foundation of South Miami, Inc.	5,000.00
Teatro en Miami Corp.	6,000.00
The Dance Now! Ensemble, Inc.	5,000.00
The Deering Estate Foundation, Inc.	10,000.00
The Dirt Box	5,000.00
The Miami Bach Society, Inc.	10,800.00
Village of Pinecrest - Pinecrest Gardens	5,250.00

waives the requirements of Resolution No. R-130-06, and authorizes the County Mayor or County Mayor's designee to execute grant agreements, in substantially the form of the sample attached hereto, with each grantee for and on behalf of Miami-Dade County, Florida and to exercise all provisions, including the cancellation provisions, contained therein.

The foregoing resolution was offered by Commissioner **Sally A. Heyman**

who moved its adoption. The motion was seconded by Commissioner **Barbara J. Jordan**

and upon being put to a vote, the vote was as follows:

	Jean Monestime, Chairman	aye	
	Esteban L. Bovo, Jr., Vice Chairman	absent	
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 the 8th day of March, 2016. 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) approved 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.

Monica Rizo Perez



MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS

FY 2015-2016 Tourist Development Council Grants Program – Second Quarter (January 1 – March 31)

GRANT AWARD AGREEMENT - ARTICLE I

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

GRANTEE AND GRANT DESCRIPTION

- 1. GRANTEE: «Organization» (EIN#«Federal_ID»
«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, 2016
- 6. GRANT END DATE: March 31, 2016
- 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

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

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

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!	
Tuition/Enrollment Fees			#DIV/0!	
Contracted Services: Outside Programs/Performances			#DIV/0!	
Contracted Services: Special Exhibition Fees			#DIV/0!	
Contracted Services: Other			#DIV/0!	
Rental Income			#DIV/0!	
Corporate Support			#DIV/0!	
Foundation Support			#DIV/0!	
Private/Individual Support			#DIV/0!	
Other Private Support: Auxilliary Activities			#DIV/0!	
Other Private Support: Special Event Proceeds			#DIV/0!	
Gov't Grants: Federal (Itemize Below)			#DIV/0!	
			#DIV/0!	
			#DIV/0!	
Gov't Grants: State (Itemize Below)			#DIV/0!	
			#DIV/0!	
			#DIV/0!	
Gov't Grants: Local (Not Dept of Cultural Affairs Grants)			#DIV/0!	
			#DIV/0!	
			#DIV/0!	
			#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 AMOUNT:	Tourist Development Council (TDC)			Grant Award % of cash revenues #DIV/0!
	Subtotal: Cash Revenues + Grant Award:	\$ -		
TOTAL REVENUES:		\$ -		Surplus/Deficit \$ -
				In-kind % #DIV/0!
Authorizing Official:				
	Signature: _____		Date: _____	
	Typed/Printed Name: _____		Title: _____	