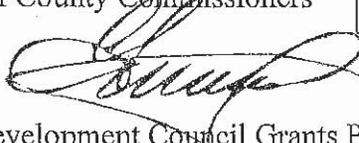


Date: May 17, 2016

Agenda Item No. 8(C)(3)

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

From: Carlos A. Gimenez
Mayor



Resolution No. R-366-16

Subject: FY 2015-16 Tourist Development Council Grants Program
Third Quarter Recommendations for a Total of \$320,150.00

Recommendation

It is recommended that the Board of County Commissioners approve the funding of 32 grants for a total of \$320,150.00 from the FY 2015-16 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 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 \$70,468.00 (\$4,265.00 from FY 2013-14 and \$66,203.00 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 Third Quarter recommendations, totaling \$320,150.00, continues 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 April 25, 2016 to review 33 applications requesting \$490,100.00 for the Third Quarter of the program. The TDC recommended funding 32 applicants for a total of \$320,150.00.

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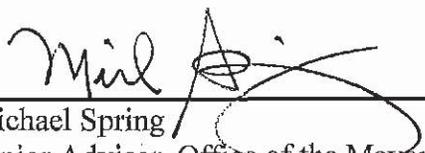
The projects selected for funding represent a diversified range of activities and demographic locations. In its deliberations, the TDC carefully considered and applied the Tourist Development Council Grants guidelines, as outlined below.

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
 3rd Quarter (April 1 - June 30)**

*Organization/
 Project Description*

**FY 2015-2016
 TDC Recommendation**

1. **ABFF Ventures LLC (Film Life, Inc.)** **Award: \$13,500.00**
 260 Madison Avenue, 11th Floor, New York, New York 10016
 Organization Established in 1997
 District Location(s) for Project Activity: 5*
American Black Film Festival
 The American Black Film Festival (ABFF) is an annual event dedicated to showcasing quality film and television content by and about people of African descent to a worldwide audience. This year's ABFF takes place June 15 -19, 2016. ABFF is committed to the belief that Black artists deserve the same opportunities as their mainstream counterparts. In addition to showcasing independent, studio and networks films and programs, each year the ABFF presents over 30 exciting events and networking activities designed to educate, nurture career development and inspire festival attendees. The project activities will take place at the following venues: Ritz Carlton South Beach Hotel, Loews Miami Beach Hotel, Olympia Theater, Colony Theater, and Regal Cimenas South Beach 18. All grant funds will be utilized for the benefit of Miami-Dade County.

2. **Aqua Foundation for Women, Inc.** **Award: \$6,000.00**
 4500 Biscayne Boulevard, Suite 340, Miami, Florida 33137
 Organization Established in 2014
 District Location(s) for Project Activity: 5*
Aqua Girl
 Grant funds are requested to support Aqua Girl 2016 scheduled to take place on May 11 – 15, 2016. 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. Aqua Girl is once again back in beautiful, sunny Miami Beach at our exciting new host hotel The Raleigh Hotel. The project activities will take place at the following venues: The Raleigh, Senor Frogs Miami, Hotel Gaythering, The Betsy, and Dream Nightclub.

3. **City Theatre, Inc.** **Award: \$8,000.00**
 444 Brickell Avenue, Suite 229, Miami, Florida 33131
 Organization Established in 1996
 District Location(s) for Project Activity: 3*, 5*
21st Annual Summer Shorts Festival
 Grant Funds are requested to support City Theatre's 21st Annual Summer Shorts Festival, scheduled to take place June 2 – 26, 2016, which includes Summer Shorts, presented at the Adrienne Arsht Center for the Performing Arts, featuring a selection of brand new productions and exciting discoveries including new commissions and works. In addition, CityWrights, a lively and comprehensive theatre symposium dedicated to the art, business, inspiration, mentorship, technology, and training of dramatists and the development of new work will also be presented. It is a highlight of the annual Summer Shorts Festival and is contributing to Miami's growing reputation as a year-round cultural destination. The project activities will take place at the following venues: Adrienne Arsht Center for the Performing Arts, EPIC Hotel and Olympia Theater at the Gusman 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
 3rd Quarter (April 1 - June 30)**

*Organization/
 Project Description*

**FY 2015-2016
 TDC Recommendation**

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| 4. | <p><u>Community Television Foundation of South Florida WPBT2</u>
 P.O. Box 610002, Miami, Florida 33261
 Organization Established in 1954
 District Location(s) for Project Activity: 2*
 <i>Art Loft</i>
 Grant funds are requested to support Art Loft, a weekly arts television program focusing on the emerging South Florida arts scene and its new special series called the Curator's Collection. The Curator's Collection will showcase 3 episodes where local museum and gallery curators are invited to produce (or "curate") a special episode of Art Loft based on their own artistic vision. It is a way to join together South Florida's world class arts institutions with the reach of public broadcasting to create true community impact and attract visitors. The project activities will be filmed at various Miami Dade museums and art galleries and presented on WPBT Channel 2 reaching an audience of over one million. The project activities will take place at the following venue: WPBT2.</p> | Award: \$12,250.00 |
| 5. | <p><u>Cuban Classical Ballet of Miami, Inc.</u>
 111 SW 5 Avenue, Miami, Florida 33130
 Organization Established in 2006
 District Location(s) for Project Activity: 5*
 <i>"GISELLE" Second Act & World Premiere "LA VALSE" By Maurice Ravel</i>
 Grant funds are requested to support the Cuban Classical Ballet of Miami's "Giselle" Second Act & World Premiere of "La Valse" by Maurice Ravel, an original work choreographed by Pedro Pablo Pena, June 4 - 5, 2016. The project activities will take place at the following venues: Miami-Dade County Auditorium and Colony Theater.</p> | Award: \$7,500.00 |
| 6. | <p><u>Dade Heritage Trust, Inc.</u>
 190 SE 12 Terrace, Miami, Florida 33131
 Organization Established in 1972
 District Location(s) for Project Activity: 5*
 <i>Dade Heritage Trust Visitors Center</i>
 Grant funds are requested to present and promote Official Visitors Center at Dade Heritage Trust's headquarters building, with a focus on Miami-Dade County heritage tourism, promotion of all Official Visitors Center throughout the County and associated programs, in conjunction with the Greater Miami Convention and Visitors Bureau. The Center, which will provide signage, printed materials and an interactive touchscreen to assist visitors with tourism information, is a much needed facility in the area south of downtown Miami as the Mary Brickell Village Visitors Center has closed. The project activities will take place at the following venue: Dade Heritage Trust.</p> | Award: \$5,000.00 |

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**Miami-Dade County Department of Cultural Affairs
 FY 2015-2016 Tourist Development Council (TDC) Grants Program
 3rd Quarter (April 1 - June 30)**

<i>Organization/ Project Description</i>	FY 2015-2016 TDC Recommendation
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|-----------|---|---------------------------|
| 7. | <p><u>Dr. Martin Luther King, Jr., Parade and Festivities Committee, Inc.</u>
 P.O. Box 380358, Miami, Florida 33138
 Organization Established in 1985
 District Location(s) for Project Activity: 3*
 <i>Dr. Martin Luther King, Jr., Parade and Festivities Committee, Inc.</i>
 Grant funds are requested to support the 2016 Dr. Martin Luther King, Jr. Parade and Festival traditional parade through Liberty City/Brownsville on January 18, 2016, from 11:00 am-6:00pm. The MLK Parade and Festivities Committee of Miami, Inc. will celebrate the national holiday and the birthday of Dr. Martin Luther King, Jr. by presenting a free and family friendly parade which will culminate at the MLK Park with a Community Powerfest at 6000 NW 32nd Court. The project activities will take place at the following venue: NW 54th Street and 10th Avenue to 27th Avenue.</p> | Award: \$15,000.00 |
| 8. | <p><u>Edge Zones, Inc.</u>
 609 Lenox Avenue #4, Miami Beach, Florida 33139
 Organization Established in 2004
 District Location(s) for Project Activity: 2*, 5*
 <i>Miami Performance International Festival '16</i>
 Grant funds are requested to support the 5th Edition of "Miami Performance International Festival '16" that will take place June 20 - 26, 2016 in four different locations across Miami where works by over 30 international and local artists from more than 15 countries unfold across the city. The project is free to the public and its goal is to encourage the public to engage with performance art which unlike theater is not scripted. Key components to this performance extravaganza will be live performances, collaborations, artist blogs, lifecam, and publications. Other public programs include workshops, opening receptions, artist talks and curated video screening. The project activities will take place at the following venues: Museum of Contemporary Art of North Miami (MoCA), Miami Beach Botanical Garden, Latinos Unidos, Koubek Center, and Art Center South Florida.</p> | Award: \$7,500.00 |
| 9. | <p><u>Florida Association of Nonprofit, Inc. as fiscal agent for Centro Cultural Bolivian Masis, Corp.</u>
 1051 SW 73 Avenue, Miami, Florida 33144
 Organization Established in 1990
 District Location(s) for Project Activity: 12*
 <i>Second Bolivian Carnival Miami USA - Parade</i>
 Funds are requested to support the Second Bolivian Carnival Miami USA - Parade. This event supports Centro Cultural Boliviano Masis's commitment to preserving cultural practices and heritage and the improvement of the quality of community life. The City of Sweetwater will serve as host to the "Ballet of the Streets" with groups of dancers that come directly from the famous Carnival of Oruro-Bolivia, Patrimony of Humanity under a Proclamation by UNESCO in 2001. The project activities will take place at the following venue: Street of Sweetwater, 107th Avenue, between Flagler and 3rd Streets.</p> | Award: \$3,500.00 |

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**Miami-Dade County Department of Cultural Affairs
 FY 2015-2016 Tourist Development Council (TDC) Grants Program
 3rd Quarter (April 1 - June 30)**

<i>Organization/ Project Description</i>	FY 2015-2016 TDC Recommendation
<p>10. <u>Florida Grand Opera, Inc.</u></p> <p>8390 NW 25 Street, Miami, Florida 33122 Organization Established in 1941 District Location(s) for Project Activity: 3*, 5*, 12* <i>The Passenger Opera</i></p> <p>Grant funds are requested to support the productions costs associated with Florida Grand Opera's (FGO) presentation of Mieczyslaw Weinberg's opera <i>The Passenger</i> at the Adrienne Arsht Center for the Performing Arts of Miami-Dade County on April 2 - 9, 2016. FGO will be the 5th company in North America to present this powerful opera about crossroads of a woman recalling her time as an overseer in Auschwitz during the Holocaust. 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 Theatre, Steinway Piano Gallery, and The Jewish Museum of Florida.</p>	<p>Award: \$10,500.00</p>
<p>11. <u>France-Florida Foundation for the Arts, Inc.</u></p> <p>1395 Brickell Avenue, Suite 1050, Miami, Florida 33131 Organization Established in 2005 District Location(s) for Project Activity: 5* <i>Films on the Beach 2016</i></p> <p>Grant funds are requested to support marketing and screening costs associated with the production of the third edition of the French film festival "Films on the Beach," featuring 6 outdoor screenings March 3 to May 12, 2016. This project is organized by the French Embassy Cultural Services and the FFFA in partnership with the City of Miami Beach Arts in the Parks. The project activities are free and open to public and will take place at the following venue: Miami Beach Soundscape.</p>	<p>Award: \$2,500.00</p>
<p>12. <u>Fundarte, Inc.</u></p> <p>7601 Byron Avenue, Suite 4C, Miami Beach, Florida 33141 Organization Established in 2003 District Location(s) for Project Activity: 5*, 7* <i>Out in the Tropics 2016</i></p> <p>Grant funds are requested to support Out in the Tropics (OITT) 2016, Miami's first performing arts festival specifically serving the GLBTQ community. Three artist companies from Seville, Madrid and New York will offer dance, music and theater performances and outreach activities from June 13 - 18, including: Juan Carlos Lerida, La Saraghina de Stalker, and Toshi Reagon. The project activities will take place at the following venues: Colony Theater, The Gleason Room at the Fillmore, Miami Beach Botanical Garden, Miami-Dade County Auditorium, UM, the GLBT Visitor's Center, and Hotel Gaythering.</p>	<p>Award: \$10,000.00</p>

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**Miami-Dade County Department of Cultural Affairs
 FY 2015-2016 Tourist Development Council (TDC) Grants Program
 3rd Quarter (April 1 - June 30)**

*Organization/
 Project Description*

**FY 2015-2016
 TDC Recommendation**

- 13. Greater Miami Billfish Tournament, Inc. Award: \$12,000.00**
 P.O. Box 1036, Key Biscayne, Florida 33149
 Organization Established in 1983
 District Location(s) for Project Activity: 5*
Yamaha Contender Miami Sportfish Tournament
 Grant funds are requested to support the Yamaha Contender Miami Sportfish Tournament that promotes sportfishing as an activity for the entire family. Scheduled to take place on April 21 – 23, 2016, 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, 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.
- 14. Jorge M. Perez Art Museum of Miami-Dade County, Inc. Award: \$16,000.00**
 1103 Biscayne Boulevard, Miami, Florida 33132
 Organization Established in 1980
 District Location(s) for Project Activity: 3*
Doris Salcedo
 Grant funds are requested to support an exhibition of works by Colombian sculptor Doris Salcedo, which will be traveling to Pérez Art Museum Miami from April 22 - July 17, 2016 via the Museum of Contemporary Art Chicago and Solomon R. Guggenheim Museum in New York. Salcedo's sculptures and installations subtly address her country's long history of civil conflicts with elegance and a poetic sensibility. The project activities will take place at the following venue: Pérez Art Museum Miami.
- 15. Little Haiti Optimist Foundation Award: \$15,000.00**
 1835 NE Miami Gardens Drive, North Miami Beach, Florida 33179
 Organization Established in 2011
 District Location(s) for Project Activity: 1*, 4*, 5*
Haitian Heritage Cultural Month
 Grant funds are requested to support the annual Haitian Heritage Cultural Month celebrations, which will begin May 1 and will continue through May 31, 2016. Through these celebrations, Miami-Dade County pays tribute to the Haitian community for their many significant cultural, artistic and historic contributions, while engaging the local community and attracting visitors nationally and internationally. Highlights of this year's events will include an opening reception, history bee, art contests for high school students, book fairs, art exhibits, musical performances, and festivals throughout Miami-Dade County. The project activities will take place at the following venues: City of North Miami MoCA Plaza, Stephen P. Clark Center Lobby (1st floor) and Commission Chambers (2nd floor), MoCA Museum, Sun Life Stadium, and Miami-Dade County Seaport.

* 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
 3rd Quarter (April 1 - June 30)**

<i>Organization/ Project Description</i>	FY 2015-2016 TDC Recommendation
<p>16. <u>MDGLCC Foundation, Inc. as fiscal agent for Miami Beach - Miami LGBT Sports and Cultural League</u> 1210 Washington Avenue, Suite 220, Miami Beach, Florida 33139 Organization Established in 2012 District Location(s) for Project Activity: 5* <i>OutGames Marketing Plan</i></p> <p>Grant funds are requested to execute a comprehensive advertising, social media, and marketing campaign targeted at Canada, North America, Latin America, and Europe (about 50% of OutGames expected registered participants) to brand, promote, publicize and attract international participants and visitors to World OutGames Miami. OutGames, a 10-day global event, hosted for the first time in the United States, will bring to life more than 400 events across three distinct areas: Sports, Culture and Human Rights in 22 unique venues across Miami and Miami-Beach from Friday, May 26th through Sunday, June 4, 2017. The project activities will take place at the following venues: Lummus Park Miami Beach, Miami Beach Convention Center, Colony Theater, The Gleason Room - Backstage at the Fillmore Miami Beach, and Wolfsonian- FIU.</p>	<p>Award: \$20,000.00</p>
<p>17. <u>Miami Gay & Lesbian Film Festival, Inc.</u> 6360 NE 4 Court, Miami, Florida 33138 Organization Established in 1998 District Location(s) for Project Activity: 3*, 5* <i>MiFo LGBT Film Festival - 18th Annual Miami Edition</i></p> <p>Grant funds are requested to support the marketing and screening of the MiFo LGBT Film Festival - 18th Annual Miami Edition, to be held from April 22 - May 1, 2016 at multiple locations in both Miami Beach and Miami. The festival will feature 79 films including features, documentaries, and shorts, as well as daily Q&A sessions with filmmakers, meet-and-greets, themed parties, and the awards brunch finale. The project activities will take place at the following venues: Regal Cinemas South Beach, The Colony Theatre, Miami Beach Cinematheque, The Wynwood Yard, and Sky Deck.</p>	<p>Award: \$25,000.00</p>
<p>18. <u>Miami International Jazz Fest Inc.</u> 1998 NE 180 Street, North Miami Beach, Florida 33162 Organization Established in 2012 District Location(s) for Project Activity: 3*, 11* <i>2016 Miami International Jazz Fest</i></p> <p>Grant funds are requested to support the third annual Miami International Jazz Festival (MIJF). This three-day event begins on April 28, 2016 with two performances featuring The Rodriguez Brothers. The festival will continue April 29th with Mozayik and then, close on April 30th with The Allan Harris Band and singers Roxana Amed and Natalia Sulca. Over 1,000 people are expected to attend and enjoy award winning international and multicultural performers contracted for this festival. The project activities will take place at the following venues: Koubek Center, Little Haiti Cultural Arts Center and Julius Littman Performing Arts Theater.</p>	<p>Award: \$12,000.00</p>

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**Miami-Dade County Department of Cultural Affairs
 FY 2015-2016 Tourist Development Council (TDC) Grants Program
 3rd Quarter (April 1 - June 30)**

<i>Organization/ Project Description</i>	FY 2015-2016 TDC Recommendation
<p>19. <u>Miami Northwest Express Track Club, Inc.</u> 1310 NW 90 Street, Miami, Florida 33147 Organization Established in 1979 District Location(s) for Project Activity: 2* <i>41st Annual Northwest Track and Field Classic</i> Grant funds are requested to support the 41st Annual Northwest Track and Field Classic which will be held on June 10 - 12, 2016 at the Miami Dade College, North Campus (if it is available; if not, another venue in Miami-Dade County will be secured). This annual event brings over 3,200 athletes and 12,000 spectators to South Florida each year from various parts of the United States, Bahamas, British Virgin Islands, Canada, Cayman Island, 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>	Award: \$15,000.00
<p>20. <u>Miami Piano Circle, Inc.</u> 11 Farrey Lane, Miami Beach, Florida 33139 Organization Established in 2008 District Location(s) for Project Activity: 5* <i>Miami Grands</i> Grant funds are requested to support the production costs associated with the presentation of Miami Grands, a concert piece written by internationally-renowned composer Michael Torke for Miami Piano Circle inspired entirely by Miami. This piece written in the unusual format of ten pianos playing simultaneously will be performed at the New World Center May 14, 2016 at 8:00 p.m. by local professional pianists and complemented with a stunning panoramic video footage correlating to the movements of the music. The project activities will take place at the following venue: New World Center.</p>	Award: \$5,000.00
<p>21. <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 20th Annual Miami Riverday</i> Grant funds are requested to assist with the marketing efforts of the free 20th Annual Miami Riverday Festival on April 2, 2016 from 1-6 PM. Miami Riverday celebrates the unique culture of the mixed-use and multicultural neighborhoods and will attract tourists via free Miami River Boat tours, live music by Spam Allstars, Elastic Bond and the FIU Orchestra, local cuisine and historic re-enactments in the 1844 Fort Dallas and the 1856 Wagner Homestead, children activities and more. The project activities will take place at the following venue: Lummus Park.</p>	Award: \$7,000.00

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**Miami-Dade County Department of Cultural Affairs
 FY 2015-2016 Tourist Development Council (TDC) Grants Program
 3rd Quarter (April 1 - June 30)**

<i>Organization/ Project Description</i>	FY 2015-2016 TDC Recommendation
<p>22. <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 Dance Festival</i></p> <p>Grant funds are requested to support the Michael-Ann Russell Jewish Community Center's (MAR-JCC) annual Festival Yachad Israeli Dance Festival, now in its 20th year. The Center celebrates its rich cultural heritage and connection to the Land of Israel through dance. Festival Yachad features 350 dancers from the MAR-JCC's year-round dance department as well as dance groups from Mexico, Panama, Canada, and Brazil (representing at least 120 dancers). The Festival will be comprised of 3 different choreographed performances - 2 of which will be presented in North Miami Beach - a free Showcase Performance featuring the visiting out-of-country dance groups on Friday, May 27 at the MAR-JCC and a Children's Performance on Sunday, June 5, at the Julius Litmann Performing Arts Theater. Funding is only being requested in support of the two Miami-Dade County performances. The project activities will take place at the following venues: Michael-Ann Russell Jewish Community Center and Julius Litman Performing Arts Theater.</p>	<p>Award: \$6,300.00</p>
<p>23. <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 Symphonic Dances</i></p> <p>Grant funds are requested to support the New World Symphony's Symphonic Dances on April 9 - 10, 2016. The Saturday, April 9 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: \$11,250.00</p>
<p>24. <u>Orchestra Miami, Inc.</u> P.O. Box 7598, Miami, Florida 33255 Organization Established in 2006 District Location(s) for Project Activity: 4*, 7 <i>Beethoven on the Beach</i></p> <p>Grant funds are requested to support Orchestra Miami's performance of "Beethoven on the Beach," its annual series of free outdoor concerts on Sunday, March 6 in Pinecrest at Pinecrest Gardens; Saturday, March 12 in Miami Beach; and Sunday, March 13 in Sunny Isles Beach, with rehearsals commencing on March 2, 2016. These concerts feature internationally renowned cellist Ian Maksin as the featured soloist, and the 38 piece orchestra will be led by Orchestra Miami Artistic Director Elaine Rinaldi. The project activities will take place at the following venues: Pinecrest Gardens, North Beach Bandshell and Heritage Park.</p>	<p>Award: \$8,000.00</p>

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**Miami-Dade County Department of Cultural Affairs
 FY 2015-2016 Tourist Development Council (TDC) Grants Program
 3rd Quarter (April 1 - June 30)**

<i>Organization/ Project Description</i>	FY 2015-2016 TDC Recommendation
<p>25. <u>South Florida Autism Charter Schools, Inc.</u> 18305 NW 75 Place, Hialeah, Florida 33015 Organization Established in 2008 District Location(s) for Project Activity: 10* <i>9th Annual Miami International Agriculture Horse & Cattle Show</i> Grant funds are requested to support the 9th Annual Miami International Agriculture Horse & Cattle Show. This 3-day event that will take place on April 15, 16 and 17, 2016 at Tropical Park and will celebrate international culture through cattle exhibitions and competitions, live musical acts, horse shows and exhibitions, agricultural exhibitions, and a farmers' market. The event attracts tourists to Miami-Dade County from all over the USA and South America and promotes Miami as the international gateway to domestic markets in the agricultural and livestock industries, with an average of 60,000 attendees. The project activities will take place at the following venue: Tropical Park - Ronald Reagan Equestrian Center.</p>	<p>Award: \$5,600.00</p>
<p>26. <u>Teatro Avante, Inc.</u> 744 SW 8 Street, 2nd Floor, Miami, Florida 33130 Organization Established in 1979 District Location(s) for Project Activity: 3*, 5*, 7* <i>31st International Hispanic Theatre Festival of Miami</i> Grant funds are requested to support the award-winning 31st International Hispanic Theatre Festival of Miami, presenting 8 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: Adreienne Arsht Center for the Performing Arts, Miami-Dade County Auditorium, Miami Dade College InterAmerican Campus and Key Biscayne Community Center.</p>	<p>Award: \$14,000.00</p>
<p>27. <u>The Greater Miami Festivals & Events Association, Inc.</u> 12555 Biscayne Boulevard, PMB #821, Miami, Florida 33181 Organization Established in 1985 District Location(s) for Project Activity: 6* <i>4th Annual Conference & Exhibition</i> Grant funds are requested to support the Greater Miami Festivals & Events Association's 4th Annual Regional Conference and Exhibition on June 22, 2016. The event is 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 project activities will take place at the following venue: DoubleTree MACC.</p>	<p>Award: \$5,000.00</p>

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Miami-Dade County Department of Cultural Affairs
FY 2015-2016 Tourist Development Council (TDC) Grants Program
3rd Quarter (April 1 - June 30)

<i>Organization/ Project Description</i>	FY 2015-2016 TDC Recommendation
<p>28. <u>The Rhythm Foundation, Inc.</u> Award: \$8,000.00 407 Lincoln Road #6E, Miami Beach, Florida 33139 Organization Established in 1988 District Location(s) for Project Activity: 4* <i>TransAtlantic Festival</i> Grant funds are requested to support the production of the 14th TransAtlantic Festival which features two evenings of modern world music on April 8 - 9, 2016 in Miami Beach. This year the festival's goal is to expand its footprint to encompass public spaces and venues throughout the neighboring North Beach area. The project activities will take place at the following venue: North Beach Bandshell.</p>	
<p>29. <u>Tigertail Productions, Inc.</u> Award: \$12,000.00 842 NW 9 Court, Miami, Florida 33136 Organization Established in 1979 District Location(s) for Project Activity: 3*, 5* <i>Tigertail Special Events</i> Grant funds are requested to support production costs associated with Tigertail's presentation of WATER. WATER which will take place throughout April 2016 and includes dynamic work in music, dance, film, poetry and visual arts. There are numerous free events for tourists and the general public throughout April. The project activities will take place at the following venues: Miami-Dade County Auditorium, ArtCenter South Florida, Miami Beach Botanical Garden, Miami Beach Cinematheque, and Pérez Art Museum of Miami-Dade County.</p>	
<p>30. <u>United States Artists, Inc</u> Award: \$6,250.00 980 N. Michigan Avenue, Suite 1300, Chicago, Illinois 60611 Organization Established in 2004 District Location(s) for Project Activity: 3*, 5* <i>Artists Assembly</i> Grant funds are requested to support the public component of the United States Artists' second annual Artists Assembly scheduled to take place on April 18, 2016. The event, in conjunction with a luncheon, which is open to the public, will consist of an open studio with USA Fellow Edouard Duval Carrie, a performance by Rhythm Foundation, and a panel discussion on Miami-based artist-run initiatives. The Artists Assembly, held in Miami for the first time, will bring together USA Fellows from across the country, with an emphasis on those from the Southern region, for a unique opportunity to discuss professional issues and their work, share ideas, engage with local artists and the arts community, and form new projects and collaborations. The majority of the Assembly is invitation-only, but the luncheon will invite the public to enjoy performances by local musicians and dancers and meet some of the area's—and country's—top artists. The project activities will take place at the following venues: Little Haiti Cultural Center, National YoungArts Foundation, New World Center, Pérez Art Museum Miami, and Thompson Miami Beach. All grant funds will be utilized for the benefit of Miami-Dade County.</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
 3rd Quarter (April 1 - June 30)**

*Organization/
 Project Description*

**FY 2015-2016
 TDC Recommendation**

- | | | |
|-----|---|--------------------|
| 31. | <p><u>University of Wynwood, Inc.</u>
 500 NE 56 Street, Miami, Florida 33137
 Organization Established in 2010
 District Location(s) for Project Activity: 3*, 5*
 <i>O, Miami Poetry Festival</i></p> <p>Grant funds are requested to support the O, Miami Poetry Festival's marketing efforts. During the month of April, O, Miami will produce or co-produce approximately 40 events and 25 projects over the course of 30 days, each one designed to change the audience for poetry across all of Miami-Dade County. The poetry projects for 2016 include Poetry Prescriptions available for pickup from Jackson Health; Poetry Today, a daily poetry newspaper delivered to the undeserved West Kendall neighborhood; the Rising Waters Poetry Flotilla bringing poetry, art, and song to the canals of Miami-Dade County; and Lines for the Fortune Cookies, surprise poetry in the ubiquitous Chinese takeout staple sponsored by Delivery Dudes. The project activities will take place at the following venues: National YoungArts Foundation, Little Haiti Cultural Center, The Kampong, New World Center, and Orchard Villa Elementary School.</p> | Award: \$10,500.00 |
| 32. | <p><u>Urban Reflections, INC.</u>
 780 NE 69 Street, Unit 702, Miami, Florida 33138
 Organization Established in 2013
 District Location(s) for Project Activity: 3*
 <i>Art of Fashion</i></p> <p>Grant funds are requested to support artistic, marketing and promotional fees associated with the production of Art of Fashion scheduled to take place June 17 - 18, 2016. This two-day event is a series of theatrical performances forged with coalesced art forms (performing, visual and media) to present fashion in an entertaining, theme-based, visual art format. The event serves as a platform to showcase Miami's professional and aspiring artist, designers, chefs, filmmakers, and musicians. It is marketed to attract national attention to all the talent Miami has to offer in the arts and entertainment. The project activities will take place at the following venues: Mana Wynwood and LMNY.</p> | Award: \$5,000.00 |

* 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: May 17, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(C)(3)

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)(3)
5-17-16

RESOLUTION NO. R-366-16

RESOLUTION APPROVING THE FUNDING OF THIRTY-TWO GRANTS FOR A TOTAL OF \$320,150.00 FROM THE FISCAL YEAR 2015-2016 THIRD QUARTER OF THE TOURIST DEVELOPMENT COUNCIL GRANTS PROGRAM ROOM TAX PLAN AND SURTAX CATEGORY TO PROMOTE MIAMI-DADE COUNTY TOURISM; WAIVING RESOLUTION NO. R-130-06, AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE GRANT AGREEMENTS WITH VARIOUS ENTITIES AND TO EXERCISE ALL PROVISIONS, INCLUDING CANCELLATION PROVISIONS CONTAINED THEREIN

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves funding of thirty-two (32) grants for a total of \$320,150.00 from the FY 2015-2016 Third Quarter of the Tourist Development Council Grants Program-Room Tax Plan and Surtax Category to promote Miami-Dade County tourism by funding tourist-oriented cultural, sporting, television and special event/promotions as follows:

ABFF Ventures LLC	13,500
Aqua Foundation for Women, Inc.	6,000
Florida Association of Nonprofit Organizations, Inc. as fiscal agent for Centro Cultural Bolivian Masis, Corp.	3,500
City Theatre, Inc.	8,000
Community Television Foundation of South Florida WPBT2	12,250
Cuban Classical Ballet of Miami, Inc.	7,500
Dade Heritage Trust, Inc.	5,000
Dr. Martin Luther King, Jr., Parade and Festivities Committee, Inc.	15,000

Edge Zones, Inc.	7,500
Florida Grand Opera, Inc.	10,500
France-Florida Foundation for the Arts, Inc.	2,500
Fundarte, Inc.	10,000
Greater Miami Billfish Tournament, Inc.	12,000
Jorge M. Perez Art Museum of Miami-Dade County, Inc.	16,000
Little Haiti Optimist Foundation	15,000
MDGLCC Foundation, Inc. as fiscal agent for Miami Beach - Miami LGBT Sports and Cultural League	20,000
Miami Gay & Lesbian Film Festival, Inc.	25,000
Miami International Jazz Fest, Inc.	12,000
Miami Northwest Express Track Club, Inc.	15,000
Miami Piano Circle, Inc.	5,000
Miami River Fund, Inc.	7,000
Michael-Ann Russell Jewish Community Center, Inc.	6,300
New World Symphony, Inc.	11,250
Orchestra Miami, Inc.	8,000
South Florida Autism Charter Schools, Inc.	5,600
Teatro Avante, Inc.	14,000
The Greater Miami Festivals & Events Association, Inc.	5,000
The Rhythm Foundation, Inc.	8,000
Tigertail Productions, Inc.	12,000
United States Artists, Inc	6,250
University of Wynwood, Inc.	10,500
Urban Reflections, Inc.	5,000

waives the requirements of resolution R-130-06, and authorizes the County Mayor or County Mayor's designee to execute grant agreements, in substantially the form of the sample attached hereto, with each grantee for and on behalf of Miami-Dade County, Florida and to exercise all provisions, including the cancellation provisions, contained therein.

The foregoing resolution was offered by Commissioner **Rebeca Sosa** who moved its adoption. The motion was seconded by Commissioner **José "Pepe" Diaz** 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	absent	Barbara J. Jordan	aye
Dennis C. Moss	absent	Rebeca Sosa	aye
Sen. Javier D. Souto	aye	Xavier L. Suarez	aye
Juan C. Zapata	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 17th day of May, 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) 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. *mmp*

Monica Rizo Perez



MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS

FY 2015-2016 Tourist Development Council Grants Program – Third Quarter (April 1 – June 30)

GRANT AWARD AGREEMENT - ARTICLE I

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

GRANTEE AND GRANT DESCRIPTION

- 1. GRANTEE: «Organization» (EIN#«Federal_ID»
«Address», «City», «State» «Zip»
- 2. AMOUNT OF GRANT: «Award» (Reimbursement / Direct)
- 3. PROJECT: «Project_Title»
(as described in the program application and any revisions attached hereto)
- 4. ITEMIZED PROJECT BUDGET: (as described in the Restatement of Project Budget attached hereto)
- 5. GRANT START DATE: October 1, 2015
- 6. GRANT END DATE: December 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

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

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
GENERAL TERMS AND CONDITIONS FOR TOURIST DEVELOPMENT COUNCIL GRANTS (October, 2015)
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. Documentation for credit card transactions must include a copy of the relevant monthly credit card statement highlighting the charge for the expense, and proof of remittance to the credit card issuing company confirming payment made and accepted for the expense incurred. The Director reserves the right to request original documentation to substantiate grant expenditures. Within forty-five (45) business days of receipt of satisfactory documentation described and required by this Agreement, the County shall reimburse the Grantee for the grant expenditures. If documentation as outlined above is not received within 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. Documentation for credit card transactions must include a copy of the relevant monthly credit card statement highlighting the charge for the expense, and proof of remittance to the credit card issuing company confirming payment made and accepted for the expense incurred. The Director reserves the right to request original documentation to substantiate grant expenditures.

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