



Date: October 3, 2019

Agenda Item No. 8(C)(1)

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

From: Carlos A. Gimenez
Mayor

Resolution No. R-1018-19

Subject: FY 2018-19 Tourist Development Council Grants Program Fourth Quarter
Recommendations for a Total of \$154,600.00

Recommendation

It is recommended that the Board of County Commissioners approve the funding of 17 grants for a total of \$154,600.00 from the FY 2018-19 Tourist Development Council Grants Program – Fourth Quarter. Attached is a list describing the projects being recommended for funding. In addition, it is recommended that Resolution No. R-130-06 (requiring contracts with non-governmental entities be signed by the other parties before being submitted to the Board of County Commissioners) be waived in order to expedite the allocation of funding support for these time-sensitive, tourism-oriented, and community events.

Scope

The impact of this agenda item is countywide.

Fiscal Impact/Funding Source

Funding for the Tourist Development Council (TDC) Grants Program comes from the two percent Tourist Development Room Tax Revenue and the two percent Hotel/Motel Food and Beverage Surtax revenues. In addition, the Greater Miami Convention and Visitors Bureau provides \$25,000.00 to the TDC pursuant to a multi-year agreement. Further, a remaining balance of \$425,272.00 from FY 2017-18 in unspent grant funds was carried over and is being appropriated as part of the FY 2018-19 program. TDC grants are disbursed through Index Code TU243964, Sub-object Code 60625, and drawn from Fund 150, Subfund 151.

Pursuant to Ordinance No. 18-102, \$1.275 million has been allocated for FY 2018-19 Tourist Development Council (TDC) Grants (\$1.175 million from Fund ST 150, Subfund 151, plus \$100,000.00 from Fund ST 150, Subfund 152). The current Fourth Quarter recommendations, totaling \$154,600.00, continue the recommended TDC grant allocations for this fiscal year.

Track Record/Monitor

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

Background

The Tourist Development Council convened on June 21, 2019 to review 17 applications requesting \$210,000.00 for the Fourth Quarter of the program. The TDC recommended funding 17 applicants for a total of \$154,600.00.

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.


Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners
Page 2

The Tourist Development Council Grants Program is responsive on a quarterly basis to organizations/events, which showcase Miami-Dade County's appeal as a tourist destination by sponsoring tourist-oriented sports events, cultural and special events (visual and performing arts, including theater, concerts, recitals, opera, dance, art exhibitions and festivals), and television origination projects.

The TDC specifically evaluated each applicant organization based on the following competitive review criteria: (1) tourism impact/marketing plan; (2) quality and track record of the organization and its event; (3) event coordination and management; (4) fiscal feasibility and accountability; and (5) efforts to comply with and incorporate the American with Disabilities Act (ADA) into projects.

It is recommended that Resolution No. R-130-06 (requiring contracts with non-governmental entities be signed by the other parties before being submitted to the Board of County Commissioners) be waived. These grant recommendations are being submitted to the Board immediately subsequent to their thorough evaluation by the Tourist Development Council and while the Department of Cultural Affairs simultaneously issues grant agreements for execution by grantees, subject to the Board's approval of this agenda item. It is in the best interest of the County to waive Resolution R-130-06 and proceed in this manner in order to expedite grant allocations for time-sensitive, tourism-oriented, and community events. This "dual track" approach saves from one to two months of time in providing funding support to projects that have been evaluated through a thorough and already lengthy grants review process. As a safeguard, the Department negotiates the grant agreements by closely adhering to the descriptions of projects that are summarized in the list of grant projects attached to this memorandum. In addition, grant funds are released on a reimbursement basis to ensure that County grant funds are used strictly for the activities that are listed in this memorandum and represented in the subsequent grant agreements.

Attached is a list describing the projects being recommended for funding.

for 

Michael Spring
Senior Advisor

**Miami-Dade County Department of Cultural Affairs
 FY 2018-2019 Tourist Development Council (TDC) Grants Program
 Fourth Quarter (July 1 - September 30)**

<i>Organization/ Project Description</i>	FY 2018-2019 TDC Recommendation
<p>1. <u>Arca Images, Inc.</u> One Alhambra Circle # 404, Coral Gables, Florida 33134-4679 Organization Established in 2001 District Location(s) for Project Activity: 5* <i>Arca Images Presents Jean-Luc Lagarce in Spanish Directed by Nilo Cruz</i> Grant funds are requested to support seven performances of "Estaba en casa y esperaba que llegara la lluvia" by Jean-Luc Lagarce, directed by Pulitzer Prize-winning playwright Nilo Cruz. Written by one of France's foremost playwrights, it depicts the return of a young man from the war and the reactions of the five women who waited for him for years. The play will be performed in Spanish with English and French simultaneous translation. The project activities will take place at the following venue: Miami-Dade Country Auditorium.</p>	<p>Award: \$9,000</p>
<p>2. <u>Area Performance Gallery, Inc. d/b/a Area Stage Company</u> 1560 South Dixie Highway, #103, Coral Gables, Florida 33146 Organization Established in 1990 District Location(s) for Project Activity: 7* <i>The Mystery of Irma Vep by Charles Ludlam</i> Grant funds are requested to support the Area Stage Company's production of The Mystery of Irma Vep by Charles Ludlam, a hilarious, witty satire of several theatrical conventions, including Victorian melodrama and farce. The show is scheduled to open September 13 and will run twelve performances through September 29, 2019. The project activities will take place at the following venue: Area Stage Company.</p>	<p>Award: \$7,200</p>
<p>3. <u>City Theater, Inc.</u> 444 Brickell Avenue, Suite 229, Miami, Florida 33131 Organization Established in 1995 District Location(s) for Project Activity: 3*, 6*; 7* <i>CityWrights/Industry Weekend 2019</i> Grant funds are requested to support CityWrights 2019, scheduled to take place June 7-9, 2019. CityWrights will consist of free public readings of new theatrical works and industry events marketed state-wide to theater professionals, in conjunction with the Epic, Books & Books, South Florida Theatre League, and 1,000 members of the national professional organization, TCG (Theater Communications Group). The project activities will take place at the following venues: Adrienne Arsht Center for the Performing Arts, Key Biscayne Community Center and Books & Books (varied locations).</p>	<p>Award: \$12,000</p>

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

**Miami-Dade County Department of Cultural Affairs
 FY 2018-2019 Tourist Development Council (TDC) Grants Program
 Fourth Quarter (July 1 - September 30)**

<i>Organization/ Project Description</i>	FY 2018-2019 TDC Recommendation
<p>4. <u>Coral Gables Congregational Church (United Church of Christ), Inc.</u> 3010 De Soto Boulevard, Coral Gables, Florida 33134 Organization Established in 1924 District Location(s) for Project Activity: 6* <i>Community Arts Program (CAP) 2019 Summer Concert Series and Master Classes</i> Grant funds are requested to support the marketing efforts associated with Community Arts Program 2019 Summer Concert Series (34th year) concerts and master classes from July 11 through August 23, 2019. Six exceptional concerts and four master classes, in all, present renowned classical and jazz artists. The project activities will take place at the following venue: Coral Gables Congregational Church.</p>	<p>Award: \$15,000</p>
<p>5. <u>Delou Africa, Inc.</u> 11054 SW 159th Terrace, Miami, Florida 33157 Organization Established in 2010 District Location(s) for Project Activity: 3* <i>DanceAfrica Miami Hosted by Delou Africa's 10th Annual African Diaspora Dance & Drum Festival of Florida.</i> Grant funds are requested to support the production costs associated with Delou Africa, Inc.'s DanceAfrica Miami hosted by Delou Africa's 10th Annual African Diaspora Dance & Drum Festival of Florida, a three-day festival held on August 2-4, 2019. Participants will enjoy African, contemporary and Caribbean dance, drum and music workshops, yoga, the Better Living Health Fair and symposium, an artisan market place and a complimentary Children's Village activity zone which includes movements, rhythms, arts & crafts, African Folktale and a back to school book bag giveaway. The project activities will take place at the following venue: The Little Haiti Cultural Complex.</p>	<p>Award: \$5,000</p>
<p>6. <u>Florida International University, Board of Trustees for the benefit of the Institute for Public Management and Community Service</u> 11200 SW 8th Street, PCA 270A, Miami, Florida 33199 Organization Established in 1965 District Location(s) for Project Activity: 3* <i>XXIV Inter-American Conference of Mayors and Local Authorities</i> Grant funds are requested to support the organization of the XXIV Inter-American Conference of Mayors and Local Authorities scheduled to take place on June 17-20, 2019. The Conference will bring together mayors, political leaders, representatives of non-governmental organizations (NGOs), as well a local, regional, and national leaders of the Americas to discuss issues pertaining to the strengthening of democracy and local governments. The project activities will take place at the following venue: Hilton Miami Downtown Hotel.</p>	<p>Award: \$14,400</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.

4

**Miami-Dade County Department of Cultural Affairs
 FY 2018-2019 Tourist Development Council (TDC) Grants Program
 Fourth Quarter (July 1 - September 30)**

<i>Organization/ Project Description</i>	FY 2018-2019 TDC Recommendation
<p>7. <u>Friends of the Bass Museum, Inc. dba Bass</u> 2100 Collins Avenue, Miami Beach, Florida 33139 Organization Established in 1980 District Location(s) for Project Activity: 5* <i>Overtime at The Bass</i></p> <p>Grant funds are requested to support Overtime at The Bass, the museum's monthly late-night summer series featuring one-night-only programming and evening hours to view the museum's current exhibitions. Overtime will be held on the second Friday of the month from June – September, 2019, for a total of four occurrences. Each occurrence will feature a carefully curated programmatic lineup that includes a mixture of performance, dance, music and films. The project activities will take place at the following venue: The Bass Museum of Art.</p>	<p>Award: \$5,000</p>
<p>8. <u>GableStage, Inc.</u> 1200 Anastasia Avenue, Suite 230, Coral Gables, Florida 33134 Organization Established in 1979 District Location(s) for Project Activity: 6* <i>SKELETON CREW by Dominique Morisseau</i></p> <p>Grant funds are requested to support the 5th production of GableStage's 21st Season, SKELETON CREW by Dominique Morisseau. Performances run from July 20 - August 18, 2019 featuring five performances per weekend (Thursday–Sunday). GableStage anticipates reaching 2,600 audience members that include South Florida residents, students, and tourists. The project activities will take place at the following venue: GableStage.</p>	<p>Award: \$9,000</p>
<p>9. <u>Inffinito Art & Cultural Foundation, Inc.</u> 8035 Noremac Avenue, Miami Beach, Florida 33141 Organization Established in 2000 District Location(s) for Project Activity: 5* <i>23rd Brazilian Film Festival of Miami</i></p> <p>Grant funds are requested to support the 23rd edition of the Brazilian Film Festival of Miami, scheduled to take place on September 14 - 21, 2019. The program will consist of an opening night at the Miami Beach Botanical Garden featuring a screening of "Bad to the Bone" by Lui Farias; university series at Florida International Univeristy (FIU) and University of Miami (UM); special screenings at Miami Beach Cinematheque; competitive screenings at Regal South Beach; and closing award ceremony at Tower Theater. The project activities will take place at the following venues: Regal South Beach 18 & Imax, Miami Beach Cinematheque and Miami Beach Botanical Garden.</p>	<p>Award: \$15,000</p>

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

**Miami-Dade County Department of Cultural Affairs
 FY 2018-2019 Tourist Development Council (TDC) Grants Program
 Fourth Quarter (July 1 - September 30)**

	<i>Organization/ Project Description</i>	FY 2018-2019 TDC Recommendation
10.	<p><u>Karen Peterson and Dancers, Inc.</u> 11760 Southwest 72th Avenue, Miami, Florida 33156-4616 Organization Established in 1989 District Location(s) for Project Activity: 5*, 8* <i>"Forward Motion - Edition Two - Miami's International Festival and Conference of Physically Integrated Dance"</i></p> <p>Grant funds are requested to support marketing costs associated with the second annual "Forward Motion International Festival and Conference of Physically Integrated Dance," which brings together professional dancers with and without disabilities. Workshops, panel discussions and main stage performances will take place between September 25 – 28, 2019 and will feature StopGap Dance from London, Kinetic Light from California, Heidi Latsky from New York City and KPD from Miami. The project activities will take place at the following venues: Miami-Dade County Auditorium, Miami Dade College and Excello.</p>	Award: \$6,000
11.	<p><u>Miami Hispanic Ballet Corp.</u> 111 SW 5th Avenue, Miami, Florida 33130 Organization Established in 1993 District Location(s) for Project Activity: 2*, 5* <i>XXIV International Ballet Festival of Miami / 2019</i></p> <p>Grant funds are requested to support the XXIV International Ballet Festival of Miami, presented by the Miami Hispanic Ballet from July 27 through August 18, 2019. The Festival will bring the works of over 100 artists from more than 20 worldwide ballet companies representing countries from Europe, Asia, Latin America and North America to Miami-Dade County. The festival also includes a dance film series, art exhibits, book presentations, workshops, master classes and six live performances. The project activities will take place at the following venues: Miami Hispanic Cultural Arts Center, Manuel Artime Theater and Lehman Theater Miami Dade College North Campus.</p>	Award: \$14,000
12.	<p><u>Miami Music Festival, Inc.</u> 16420 SW 91st Avenue, Miami, Florida 33157 Organization Established in 2014 District Location(s) for Project Activity: 2* <i>Miami Music Festival</i></p> <p>Grant funds are requested to offset the artistic, marketing and production costs associated with the Miami Music Festival, scheduled to take place May 29 through July 29, 2019. The Festival will feature 250 exceptional, pre-professional and emerging young artists from throughout the nation to perform in Miami-Dade County. These young artists will study alongside an internationally distinguished faculty representing organizations including New York Philharmonic, Philadelphia Orchestra, Bolshoi Opera, Metropolitan Opera, Vienna State Opera, and Washington National Opera. The project activities will take place at the following venues: Miami Beach Senior High, Miami Beach Community Church and Temple Emanuel.</p>	Award: \$10,500

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

**Miami-Dade County Department of Cultural Affairs
 FY 2018-2019 Tourist Development Council (TDC) Grants Program
 Fourth Quarter (July 1 - September 30)**

<i>Organization/ Project Description</i>	FY 2018-2019 TDC Recommendation
<p>13. <u>Miami-Dade County Days, Inc.</u> 6815 Biscayne Boulevard, Suite 103-469, Miami, Florida 33138 Organization Established in 1987 District Location(s) for Project Activity: <i>Miami-Dade County Days - Paella Fest</i></p> <p>Grant funds are requested to support Paella Fest, a two-day celebration of our community during Miami-Dade County Days in Tallahassee during the 2019 Florida Legislative Session from April 3 – 4, 2019. The goal is to highlight the vibrant culture of Miami-Dade County among the statewide elected officials and influential leaders that participate in the legislative process. The project activities will take place at the following venue: Florida State Capitol Grounds. All grant funds will be utilized for the benefit of Miami-Dade County.</p>	<p>Award: \$15,000</p>
<p>14. <u>Siempre Flamenco, Inc.</u> 8935 Byron Avenue, Surfside, Florida 33154 Organization Established in 2002 District Location(s) for Project Activity: 3* <i>14th annual Festival of Flamenco Song in Miami</i></p> <p>Grant funds are requested to support technical, marketing and production costs associated with the 14th annual Festival of Flamenco Song in Miami. The festival will present 4 concerts on August 30 - September 1, 2019, which will feature five guest artists from Spain. The project activities will take place at the following venue: Adrienne Arsht Center for the Performing Arts.</p>	<p>Award: \$5,000</p>
<p>15. <u>The Opera Atelier, Inc.</u> 2354 SW 8th Street, Miami, Florida 33135 Organization Established in 2012 District Location(s) for Project Activity: 6* <i>Embraces: Opera and Dance Rendezvous</i></p> <p>Grants funds are requested to support the production costs associated with The Opera Atelier's presentation of Embraces: Opera and Dance Rendezvous, a program combining modern dance with opera on September 1- 8, 2019. The program explores the relationship of opera to modern dance through opera scenes incorporating dance and a dance piece incorporating opera. The program is choreographed and performed by Carmen Werner and Leyson Ponce, featuring Silvia Luduena, Greisel Dominguez and Jorge Arcila and costumes by Luis Alonso. The project activities will take place at the following venue: Miracle Theater.</p>	<p>Award: \$2,500</p>

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

**Miami-Dade County Department of Cultural Affairs
FY 2018-2019 Tourist Development Council (TDC) Grants Program
Fourth Quarter (July 1 - September 30)**

<i>Organization/ Project Description</i>	FY 2018-2019 TDC Recommendation
<p>16. <u>Viernes Culturales / Cultural Fridays, Inc.</u> 1637 SW 8th Street, Miami, Florida 33135 Organization Established in 2000 District Location(s) for Project Activity: 5* <i>Viernes Culturales</i> Grant funds are requested to support the international marketing campaign associated with Viernes Culturales, an event produced to promote the cultural, touristic, artistic, economic and social renaissance of Little Havana. The project offers free tours, live music and local works by artists and artisans. The project activities will take place at the following venues: Domino Park, Futurama and Calle 8.</p>	Award: \$7,500
<p>17. <u>Voices of Miami, Inc.</u> 2649 SW 27 Court, Miami, Florida 33133 Organization Established in 2017 District Location(s) for Project Activity: 5* <i>Voices: An Inter-generational Celebration</i> Funds are requested to support an inter-generational celebration of opera and zarzuela in collaboration with the Loyola Children's Choir, August 24, 2019, with an outreach performance at the Sala Santa Cecilia in Little Havana August 12, 2019. The project activities will take place at the following venues: First Presbyterian Church of Miami and Sala Santa Cecilia.</p>	Award: \$2,500

* 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.

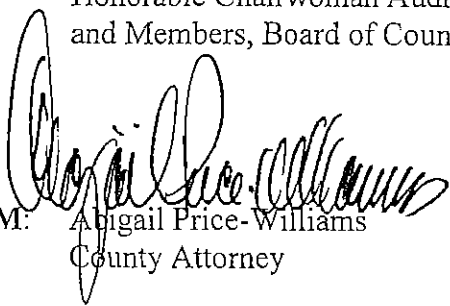
8



MEMORANDUM
(Revised)

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

DATE: October 3, 2019

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 present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(C)(1)
10-3-19

RESOLUTION NO. R-1018-19

RESOLUTION APPROVING THE FUNDING OF 17 GRANTS FOR A TOTAL OF \$154,600.00 FROM THE FISCAL YEAR 2018-2019 FOURTH 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 17 grants for a total of \$154,600.00 from the FY 2018-2019 Fourth 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:

Area Images, Inc.	\$9,000.00
Area Performance Gallery, Inc. d/b/a Area Stage Company	\$7,200.00
City Theater, Inc.	\$12,000.00
Coral Gables Congregational Church (United Church of Christ), Inc.	\$15,000.00
Delou Africa, Inc.	\$5,000.00
Florida International University Board of Trustees, for the benefit of Institute for Public Management	\$14,400.00
Friends of the Bass Museum, Inc. dba Bass	\$5,000.00
GableStage, Inc.	\$9,000.00
Inffinito Art & Cultural Foundation, Inc.	\$15,000.00

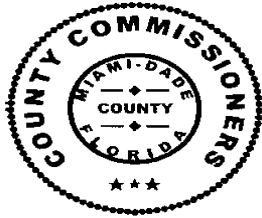
Karen Peterson and Dancers, Inc.	\$6,000.00
Miami Hispanic Ballet Corp.	\$14,000.00
Miami Music Festival, Inc.	\$10,500.00
Miami-Dade County Days, Inc.	\$15,000.00
Siempre Flamenco, Inc.	\$5,000.00
The Opera Atelier, Inc.	\$2,500.00
Viernes Culturales / Cultural Fridays, Inc.	\$7,500.00
Voices of Miami, Inc.	\$2,500.00.

This Board further 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 **Esteban L. Bovo, Jr.**, who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared this resolution duly passed and adopted this 3rd day of October, 2019. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



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

HARVEY RUVIN, CLERK

Linda L. Cave

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in black ink, appearing to read "MRLP", is written over a horizontal line.

Monica Rizo Perez



MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS

FY 2018-2019 Tourist Development Council Grants Program – Fourth Quarter (July 1 – September 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: July 1, 2019
- 6. GRANT END DATE: September 30, 2019
- 7. PROJECT/EVENT DATE(S): «Project_Dates»
- 8. REPORT DEADLINE: 45 days after project completion

The Parties hereto have executed this Agreement on the _____ day of _____, 20_____.

MIAMI-DADE COUNTY, FLORIDA, by its BOARD OF COUNTY COMMISSIONERS:

Clerk, Miami-Dade County
Board of County Commissioners

County Manager/Designee

GRANTEE:

Articles I, II, III, IV and V, together with their exhibits, the Restatement of Project Budget, original application and Universal Affidavit, make up this grant award contract. In signing this article, the undersigned officials, on behalf of the Grantee, certify that they have read and will abide by the terms and considerations set forth in the General Terms and Conditions for Grants (Articles II, III, IV and V) dated October, 2018 as provided with the grant award package, and with those provisions outlined in the notarized and attached Universal Affidavit. Further, the Grantee agrees that the funded project will be executed in substantially the form outlined in the original application as approved for funding; in accordance with the program guidelines of the **Tourist Development Council** program and within the scope of budget submitted in the attached Restatement of Project Budget.

(Grantee's Corporate Seal)

Signature Authorized Official #1

Printed Name/Title Authorized Official #1

Signature Authorized Official #2

Printed Name/Title Authorized Official #2

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

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
GENERAL TERMS AND CONDITIONS FOR TOURIST DEVELOPMENT COUNCIL GRANTS (October, 2018)
ARTICLES II, III, IV and V

ARTICLE II

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

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

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

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

If Article 1.2 designates this grant as a Reimbursement Award, the Grantee agrees to provide to the Director or his designee, within forty-five days (45) of the event, copies of original documentation conclusively demonstrating the expenditure of funds for the items indicated as grant award expenses in the Restatement of Project Budget as a condition of receiving payment of this award. Documentation shall include, but not be limited to, copies of original bills, invoices, vouchers, receipts, and canceled checks (front and back) clearly designating payment for expenses associated with the event. Cash transactions are not acceptable 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 forty-five days (45) of the event, or if the Director concludes that the documentation provided by the Grantee does not definitively demonstrate that funds were expended for the purposed allowed by this Agreement, the grantee shall waive any and all rights to receive payment of the grant.

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

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

Amendments to this Agreement and/or minor project revisions believed to be necessary for the purpose of completing the project, but which do not increase the amount of the grant award or substantially alter the original project, its quality, impact, or benefit to the organization, the County or its citizens, must be submitted/requested in writing to the Director sufficiently prior to implementation of

revisions for the Director's execution (in the case of an amendment) or approval (in the case of a revision). Minor revisions include, but are not limited to those affecting project scope, venue, artistic selections, program titles, timeframe and participants. The Director will make the final determination on revisions within fourteen (14) business days of the date of receipt of the request in the Department of Cultural Affairs' offices.

4. Project Budget: The Grantee agrees to demonstrate fiscal stability and the ability to administer grant funds responsibly and in accordance with standard accounting practices by developing and adhering to a project budget that is based upon reasonable revenue development and expenditures projected to accomplish the project covered under the Agreement. This budget is referenced in Article I.4 and is attached to the Agreement as the Restatement of Project Budget, and the Grantee agrees that all expenditures will be subject to the terms of the Agreement and will not significantly deviate from the budget included as a part of the Grantee's program application or funding request information provided to the Miami-Dade County Department of Cultural Affairs. **The Grantee agrees and expressly understands that any grant budget revisions including line item changes necessary for the purpose of completing the project must be requested in writing to the Director for his/her consideration prior to the Grant End Date stated in Article I.6 and that any requested changes may not exceed twenty-five percent (25%) of the total amount of the grant award.** The Director will approve or disapprove the Grantee's request in writing within fourteen (14) business days of the date of receipt of the request in the Department's offices.

5. Grant End Date: The Grantee shall encumber all grant and matching funds on or before the Grant End Date as outlined in Article I.6. Any grant funds not encumbered by the Grant End Date or for which a project extension has not been requested, or any encumbered funds not expended within forty-five (45) days of the Grant End Date shall revert to the Department and the Agreement shall be terminated in accordance with Article II.14. A project extension may be requested in writing from the Director at least thirty (30) business days prior to the Grant End Date. The Director, at his discretion, may grant an extension of up to one (1) year of the Grant End Date so long as such extension will not significantly alter the project including its quality, impact, or benefit to the organization, the County or its citizens.

6. Report Deadline: To demonstrate that the Grantee has used the grant award for the project as approved (Article I.3) and the Itemized Project Budget (Article I.4) as attached to the Agreement as the Restatement of Project Budget, and has met and fulfilled all requirements as outlined in the Agreement, original application, and any other substantive materials as may be attached or included as a condition to this grant award, the Grantee must submit to the Director or his designee, a written Final Report documenting that the Grantee is meeting or has fulfilled all project and financial requirements. This report is to be received by the Director or his designee by the date specified in Article I.7 in the form specific to the program through which this grant is being awarded. **The Grantee agrees and expressly understands that in making Final Report to the Department, any deviation from the grant expense budget attached to the Agreement as the Restatement of Project Budget must be requested in writing to the Director for his/her consideration prior to the Grant End Date stated in Article I.6 and that any requested changes may not exceed twenty-five percent (25%) of the total amount of the grant award.** The Director, at his/her sole discretion, may require the Grantee to submit interim reports demonstrating progress on the project and accounting for project expenses to date. The Director may also require that a compilation statement or independent financial audit encompassing the entire grant period and accounting for the expenditure of grant funds be prepared by an independent certified public accountant at the expense of the Grantee.

The Grantee shall attach to the Final Report, copies of original documentation conclusively demonstrating the expenditure of funds for the items indicated in the Restatement of Project Budget as grant award expenses. Documentation shall include, but not be limited to, copies of original bills, invoices, vouchers, receipts, and copies of canceled checks (front and back) clearly designating payment for expenses associated with the event. Cash transactions are not acceptable 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 I.7, the Director may terminate the Agreement in accordance with Article II.14. Further, the Director or his designee must approve this report before the Grantee is deemed to have met all conditions of the grant award.

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

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

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

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

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

9. Accounting and Financial Review: The Grantee must keep accurate and complete books and records for all receipts and expenditures of this grant award and any matching funds required in conformance with reasonable general accounting standards. These books and records, as well as all documents pertaining to payments received and made in conjunction with this grant, such as vouchers, bills, invoices, receipts and canceled checks, shall be retained in Miami-Dade County in a secure place and in an orderly fashion by the Grantee for at least two (2) years after: the Grant End Date specified in Article I.6.; the expiration of an extended grant period as approved by the Director; the completion of a County requested or mandated audit or compliance review; the conclusion of a legal action involving the grant award, the Grantee and/or project or activities related to the grant award.

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

10. Publicity and Credits: The Grantee must include the following credit line in all promotional and marketing materials related to this grant including web sites, news and press releases, public service announcements, broadcast media, event programs, and publications: "With the support of the Miami-Dade County Tourist Development Council, the Miami-Dade County Department of Cultural Affairs and the Cultural Affairs Council, the Miami-Dade County Mayor and Board of County Commissioners." For radio or television broadcast, we require the following voice-over language: "**This program is supported in part by the Miami-Dade County Tourist Development Council.**" For television broadcast, display of the County logo and the "www.miamidadearts.org" web address is required. The grantee must also use the County's logo in marketing and publicity materials, including but not limited to newsletters, press releases, brochures, fliers, websites or any other materials for dissemination to the media or general public. The County logo is available at www.miamidadearts.org under Grantee Resources. Grantees are required to credit the County's support in any communications about the grant-funded project on social media platforms using @MiamiDadeArts and #MiamiDadeArts

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

Please note that grantees receiving funds through any program supported by revenues from The Children's Trust must include The Children's Trust logo and the following statement in all materials related to the grant project, including but not limited to newsletters, press releases, brochures, fliers, websites or any other materials for dissemination to the media or general public:

"The (insert event/program name) is funded by The Children's Trust. The Children's Trust is a dedicated source of revenue established by voter referendum to improve the lives of children and families in Miami-Dade County by making strategic investments in their future." To download an electronic version of The Children's Trust logo, please go to: The Children's Trust Media Kit & Logos.

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

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

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

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

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

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

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

- (a) County Ordinance No. 72-82 - Miami-Dade County's Conflict of Interest and Code of Ethics Ordinance - as amended, which is incorporated herein by reference as if fully set forth herein;
- (b) Section 2-8.1- of the Miami-Dade County Code - Ownership Disclosure;
- (c) County Ordinance No. 90-133- Amending Sec. 2-8.1; (d)(2) - Employment Disclosure;
- (d) Section 2-8.6 -of the County Code - Criminal Record;
- (e) County Ordinance No. 92-15 codified as Section 2-8.1.2 of the County Code - Employment Drug-free Workplace;
- (f) County Ordinance No. 142-91 codified as Section 11A -29 et. seq. of the County Code – Family Leave;

- (g) County Resolution R-385-95 - Miami-Dade County Disability Nondiscrimination Affidavit, incorporating the following Federal laws and Acts:
- (1) The Americans with Disabilities Act of 1990 (ADA), Pub.L. 101-336, 104 Stat. 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment;
 - (2) Title II, Public Services;
 - (3) Title III, Public Accommodation and Services Operated by Private Entities; and Section 504 of the Rehabilitation Act of 1973;
 - (4) Title IV, Telecommunications;
 - (5) Title V, Miscellaneous Provisions: The Rehabilitation Act of 1973, 29 U.S.C. Section 794; The Federal Transit Act, as amended 49 U.S.C. Section 1612; The Fair House Act as amended, 42 U.S.C. Section 3601 - The foregoing requirements of this section shall not pertain to contracts with the United States or any department or agency thereof, or the State or any political subdivision or agency thereof or any municipality of this State;
- (h) Section 2-8.1 (c) of the County Code regarding Delinquent and Currently Due Fees or Taxes.

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

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

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

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

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

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

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

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

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

18. Contract Represents Total Agreement: The Agreement, including its special conditions and attachments, represents the whole and total agreement of the parties. No representations, except those contained within the Agreement and its attachments, are to be considered in construing its terms. Other than as specified in this agreement as delegated to the Director, no other modifications or amendments may be made to the Agreement unless made in writing, signed by both parties, and approved by appropriate action by the Miami-Dade County Board of County Commissioners and Mayor.

ARTICLE III - INSURANCE

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

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

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

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

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

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

ARTICLE IV - TERMINATION

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

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

ARTICLE V - SPECIAL CONDITIONS

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

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

Tourist Development Council grants are supported entirely through Tourist Development Room Tax Funds. Please note, however, that under County Commission resolution R-700-13, **no more than 25% of the Grantee's administrative budget** (i.e., salaries, benefits and fringes for the Grantee's management personnel; general overhead costs; clerical or administrative personnel who do not directly provide the services required pursuant to the Grantee's contract with the County) may be paid from Miami-Dade County General Funds. If the Grantee receives funds from multiple County sources that include Miami-Dade County General Funds, the aggregate total of funds received by the Grantee from all County sources may not be used for more than 25% of the Grantee's administrative budget.

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

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

Fiscal Year:
Grant Program Name:
Organization Name:
Program/Project Title:
Grant Start Date:
Grant End Date:
Project/Event Date(s):

FY 2018-2019
 Tourist Development Council Grants Program - 4th Quarter (July 1 - September 30)

Program/project description as per the application:

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

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

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

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

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

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
UNIVERSAL AFFIDAVITS

Each section of this form must be read, and initialed indicating acceptance and/or compliance with the County's policy related to the particular affidavit. For affidavit sections that you do not believe are applicable to your organization, please indicate this by placing "N/A" in the blank and your initials next to the "N/A." ALL SECTIONS MUST BE COMPLETED, either with your initials indicating compliance or "N/A" indicating non-applicable. **Sections not completed on the Affidavit will render the entire Universal Affidavit null and void and it will be returned to you for completion.**

The MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT, MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT, MIAMI-DADE COUNTY CRIMINAL RECORD AFFIDAVIT, and MIAMI-DADE COUNTY DISABILITY NONDISCRIMINATION AFFIDAVIT shall not pertain to contracts with the United States or any departments or agencies thereof, the State of Florida or any political subdivision or agency thereof, or any municipality of this State. The MIAMI-DADE COUNTY FAMILY LEAVE AFFIDAVIT shall not pertain to contracts with the United States or any of its departments or agencies, the State of Florida or any political subdivision or agency thereof, it shall, however, pertain to municipalities of the State of Florida.

I, _____ being first duly sworn state:

(Name of Affiant / Authorized Official)

The full legal name and business address of the person(s) or entity contracting or transacting business with Miami-Dade County are:

Federal Employer Identification Number

Name of Entity, Individual(s), Partners, or Corporation

Street Address

City

State

Zip Code

I. MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT (Sec. 2-8.1 of the County Code)

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a partnership, the foregoing information shall be provided for each partner. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. The foregoing requirements shall not pertain to contracts with publicly traded corporations or to contracts with the United States or any department or agency thereof, the State of Florida or any political subdivision or agency thereof or any municipality of this State. All such names and addresses are (Post Office addresses are not acceptable):

Full Legal Name

Address

Ownership

_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

2. The full legal name and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with Miami-Dade County are (Post Office addresses are not acceptable):

3. Any person who willfully fails to disclose the information required herein, or who knowingly discloses false information in this regard, shall be punished by a fine of up to five hundred dollars (\$500) or imprisonment in the County jail for up to sixty (60) days or both.

II. MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT (County Ordinance No. 90-133. Amending sec. 2.8-1: Subsection (d)(2) of the County Code).

Except where precluded by federal or State laws or regulations, each contract or business transaction or renewal thereof which involves the expenditure of ten thousand dollars (\$10,000) or more shall require the entity contracting or transacting business to disclose the following information. The foregoing disclosure requirements do not apply to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof or any municipality of this State.

1. Does your firm have a collective bargaining agreement with your employees?
 Yes No

2. Does your firm provide paid health care benefits for its employees?
 Yes No

3. Provide current breakdown (number of persons) of your firm's work force and ownership as to race, national origin and gender.

White:	<input type="checkbox"/> Males	<input type="checkbox"/> Females
Black:	<input type="checkbox"/> Males	<input type="checkbox"/> Females
Hispanic:	<input type="checkbox"/> Males	<input type="checkbox"/> Females
Native American:	<input type="checkbox"/> Males	<input type="checkbox"/> Females
Asian:	<input type="checkbox"/> Males	<input type="checkbox"/> Females
Aleut (Eskimo):	<input type="checkbox"/> Males	<input type="checkbox"/> Females
_____:	<input type="checkbox"/> Males	<input type="checkbox"/> Females

III. MIAMI-DADE COUNTY CRIMINAL RECORD AFFIDAVIT (Section 2-8.6 of the County Code)

The individual or entity entering into a contract or receiving funding from the County _____ has _____ has not as of the date of this affidavit been convicted of a felony during the past ten (10) years.

An officer, director, or executive of the entity entering into a contract or receiving funding from the County _____ has _____ has not as of the date of this affidavit been convicted of a felony during the past (10) years.

IV. MIAMI-DADE COUNTY EMPLOYMENT DRUG-FREE WORKPLACE AFFIDAVIT (County Ordinance No. 92-15 codified as Section 2-8.1.2 of the County Code)

That in compliance with Ordinance No. 92-15 of the Code of Miami-Dade County, Florida, the above named person or entity is providing a drug-free workplace. A written statement to each employee shall inform the employee about:

1. danger of drug abuse in the workplace;
2. the firm's policy of maintaining a drug-free environment at all workplaces;
3. availability of drug counseling, rehabilitation and employee assistance programs;
4. penalties that may be imposed upon employees for drug abuse violations.

The person or entity shall also require an employee to sign a statement, as a condition of employment that the employee will abide by the terms and notify the employer of any criminal drug conviction occurring no later than five (5) days after receiving notice of such conviction and impose appropriate personnel action against the employee up to and including termination.

Compliance with Ordinance No. 92-15 may be waived if the special characteristics of the product or service offered by the person or entity make it necessary for the operation of the County or for the health, safety, welfare economic benefits and well-being of the public. Contracts involving funding which is provided in whole or in part by the United States or the State of Florida shall be exempted from the provisions of this ordinance in those instances where those provisions are in conflict with the requirements of those governmental entities.

V. MIAMI-DADE COUNTY EMPLOYMENT FAMILY LEAVE AFFIDAVIT (County Ordinance No. 142-91 codified as Section 11A-29 et. seq. of the County Code)

That in compliance with Ordinance No. 142-91 of the Code of Miami-Dade County, Florida, an employer with fifty (50) or more employees working in Miami-Dade County for each working day during each twenty (20) or more calendar work weeks, shall provide the following information in compliance with all items in the aforementioned ordinance:

An employee who has worked for the above firm at least one (1) year shall be entitled to ninety (90) days of family leave during any twenty-four (24) month period, for medical reasons, for the birth or adoption of a child, or for the care of a child, spouse or other close relative who has a serious health condition without risk of termination of employment or employer retaliation.

The foregoing requirements shall not pertain to contracts with the United States or any department or agency thereof, or the State of Florida or any political subdivision or agency thereof. It shall, however pertain to municipalities of this State.

VI. MIAMI-DADE COUNTY DISABILITY NONDISCRIMINATION AFFIDAVIT (County Resolution R-385-95)

That the above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction in the following laws: 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; Title II, Public Services; Title III, Public Accommodation and Services Operated by Private Entities; Title IV, Telecommunications; and 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 Housing Act as amended, 42 U.S.C. Section 3601-3631. The foregoing requirements 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.

VII. MIAMI-DADE COUNTY AFFIDAVIT REGARDING DELINQUENT AND CURRENTLY DUE FEES OR TAXES (Sec. 2-8.1(c) of the County Code).

Except for small purchase orders and sole source contracts, the above named firm, corporation, organization or individual desiring to transact business or enter into a contract with the County verifies that all delinquent and currently due fees or taxes -- including but not limited to real and property taxes, utility taxes and occupational licenses -- which are collected in the normal course by the Miami-Dade County Tax Collector as well as Miami-Dade County issued parking tickets for vehicles registered in the name of the firm, corporation, organization or individual have been paid.

VIII. ATTESTATION REGARDING DUE AND PROPER ACKNOWLEDGEMENT OF COUNTY FUNDING SUPPORT

By initialing this subsection and accepting County funds, the above named firm, corporation, organization or individual agrees to abide by the grant contract requirement 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.

I have carefully read this entire three (3) page document entitled, "Universal Affidavit" and have initialed all affidavits that pertain to this contract and have indicated by "NA" all affidavits that do not pertain to this contract.

By: _____ (Signature of Affiant) _____ (Date)

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____, 20____ by

(Name of Affiant - Printed)

He / She:
 has produced _____ as identification.
(Type of Identification)

_____, Notary Public
(Signature of Notary) Imprint of Notary Seal

(Name of Notary Typed, Printed or Stamped)