OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Agenda Item No. 8(C)(2)

Resolution No. R-1067-15

Date: December 1, 2015

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

From: Carlos A. Gimenez
Mayor

Subject: FY 2015-16 Tourist Development Council Grants Program
First Quarter Recommendations for a Total of $429,400.00

Recommendation

It is recommended that the Board of County Commissioners approve the funding of 35 grants for a total of $429,400.00 from the FY 2015-16 Tourist Development Council Grants Program – First Quarter. Attached is a list describing the projects being recommended for funding. In addition, it is recommended that Resolution R-130-06 (requiring contracts with non-governmental entities be signed by the other parties before being submitted to the Board of County Commissioners) be waived in order to expedite the allocation of funding support for these time-sensitive, tourism-oriented, and community events.

Scope

The impact of this agenda item is countywide.

Fiscal Impact/Funding Source

Funding for the Tourist Development Council (TDC) Grants Program comes from the two (2) percent Tourist Development Room Tax Revenue and the two (2) percent Hotel/Motel Food and Beverage Surtax revenues. In addition, the Greater Miami Convention and Visitors Bureau provides $25,000.00 to the TDC pursuant to a multi-year agreement. Further, a remaining balance of $45,970.00 ($4,265.00 from FY 2013-14 and $41,705.00 from FY 2014-15) in unspent grant funds was carried over and is being appropriated as part of the FY 2015-16 program. TDC grants are disbursed through Index Code TU243964, Sub-object Code 60625, and drawn from Fund 150, Subfund 151.

Pursuant to Ordinance 15-99, $1.2 million has been allocated for FY 2015-16 Tourist Development Council (TDC) Grants ($1.1 million from Fund ST 150, Subfund 151, plus $100,000.00 from Fund ST 150, Subfund 152). The current First Quarter recommendations, totaling $429,400.00, begins 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 October 1, 2015 to review 41 applications requesting $656,525.00 for the First Quarter of the program. The TDC recommended funding 35 applicants for a total of $429,400.00.

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

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

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

It is recommended that Resolution R-130-06 (requiring contracts with non-governmental entities be signed by the other parties before being submitted to the Board of County Commissioners) be waived. These grant recommendations are being submitted to the Board immediately subsequent to their thorough evaluation by the Tourist Development Council and while the Department of Cultural Affairs simultaneously issues grant agreements for execution by grantees, subject to the Board's approval of this agenda item. It is in the best interest of the County to waive Resolution R-130-06 and proceed in this manner in order to expedite grant allocations for time-sensitive, tourism-oriented, and community events. This "dual track" approach saves from one to two months of time in providing funding support to projects that have been evaluated through a thorough and already lengthy grants review process. As a safeguard, the Department negotiates the grant agreements by closely adhering to the descriptions of projects that are summarized in the list of grant projects attached to this memorandum. In addition, grant funds are released on a reimbursement basis to ensure that County grant funds are used strictly for the activities that are listed in this memorandum and represented in the subsequent grant agreements.

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

Michael Spring
Senior Advisor, Office of the Mayor

Miami-Dade County Department of Cultural Affairs
FY 2015-2016 Tourist Development Council (TDC) Grants Program
1st Quarter (October 1 - December 31)

Organization/ Project Description | **FY 2015-2016 TDC Recommendation**

1. **Actors' Playhouse Productions, Inc.** — **Award: $20,000.00**

The Miracle Theatre 280 Miracle Mile, Coral Gables, Florida 33134
Organization Established in 1988
District Location(s) for Project Activity: 6*

2015-2016 Season

Grant funds are requested to support marketing and advertising for the promotion of the Off-Broadway musical hit, "The Toxic Avenger" and the Florida premiere play, "The Trial of Ebenezer Scrooge" from October 1 - December 31, 2015. The project activities will take place at the following venue: Miracle Theatre.

2. **American Art Initiative** — **Award: $5,000.00**

615 NE 22 Street, Unit 302, Miami, Florida 33137
Organization Established in 2012
District Location(s) for Project Activity: 3*

Caribe Arts Fest

Grant funds are requested to support Caribe Arts Fest, a multi-genre art festival celebrating the arts of the Caribbean and the Americas. Now in its 3rd year, the festival will be held from October 23 - 25, 2015. The festival features multimedia creations representing the culture and creativity of the Caribbean and the Americas and celebrates the diversity of Miami. The project activities will take place at the following venue: Little Haiti Cultural Complex.

3. **Bayfront Park Management Trust Corporation** — **Award: $8,000.00**

301 N Biscayne Boulevard, Miami, Florida 33132
Organization Established in 1987
District Location(s) for Project Activity: 5*

Downtown Miami's 2015 New Year's Eve Celebration

Grant funds are requested to support Downtown Miami's 2015 New Year's Eve Celebration. The park's Trust produces this event each year on December 31 at Bayfront Park. The free, family-friendly event begins at 8 pm and includes music, food and vendors. The evening culminates with the Big Orange ascending the Hotel Intercontinental and fireworks over Biscayne Bay. The Trust is in negotiations for the return of Pitbull performing and emceeing a nationally televised event on the FOX network. The project activities will take place at the following venue: Bayfront Park.

4. **CI Foundation, Inc.** — **Award: $15,000.00**

17301 SW 93 Avenue, Miami, Florida 33157
Organization Established in 2011
District Location(s) for Project Activity: 5*

South Beach Seafood Festival

Grant funds are requested to support the 3rd Annual South Beach Seafood Festival, October 21 - 24, 2015, highlighting Miami's top chefs with the ultimate seafood experience to kick off stone crab season. The festival features various ancillary events and culminates with the festival, presented by Hess Wines & hosted by Coca-Cola between 7th - 9th Streets and Ocean Drive in Miami Beach. The project activities will take place at the following venues: Lummus Park, Wine Theater at Miami Dade College and Joe's Stone Crab.

** 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*

Organization/ Project Description | **FY 2015-2016 TDC Recommendation**

5. **City of Sunny Isles Beach** — **Award: $15,000.00**

18070 Collins Avenue, Sunny Isles Beach, Florida 33160
Organization Established in 1997
District Location(s) for Project Activity: 4*

Sunny Isles Beach Jazz Fest 2015

Grant funds are requested to support the 8th annual Sunny Isles Beach Jazz Fest from November 20 - 22, 2015. The main event will be held at Heritage Park on November 21, 2015, and begins at 7pm. This year's theme is "A Moment in Time," and aims to capture an evening filled with awe. Musical guests include Carole Ann Taylor, Maryel Epps, Shenita Hunt, and Lisanne Lyons. The project activities will take place at the following venues: Heritage Park, Acqualina Resort & Spa on the Beach and Trump International Beach Resort.

6. **Community Performing Arts Association, Inc.** — **Award: $3,500.00**

15250 SW 108 Avenue, Miami, Florida 33157
Organization Established in 2002
District Location(s) for Project Activity: 12*

La Griteria and Holiday Celebration

Grant funds are requested to support "La Griteria" on December 5, 2015 in the streets of downtown Sweetwater between Flagler Street and SW 5th Street along 107 Avenue from 6pm to 12pm. An outdoor celebratory holiday festival with colorful parades, fireworks, food and musical performances, "La Griteria" is a Nicaraguan tradition celebrated by the community that welcomes all residents, tourists, artists and artisans to join the celebration. The project activities will take place at the following venue: City of Sweetwater.

7. **Cor Jesu Corp** — **Award: $5,000.00**

6416 SW 10 Street, West Miami, Florida 33144
Organization Established in 1999
District Location(s) for Project Activity: 13*

Hispanic Heritage Concert at the Milander Center

Grant funds are requested to assist with production of the Hispanic Heritage Concert scheduled to take place on October 18, 2015. The concert features the Puerto Rican group "Voces de Alabanza" for a one-time performance in Hialeah. The project activities will take place at the following venue: Milander Center.

8. **Coral Gables Congregational Church (United Church of Christ), Inc.** — **Award: $9,000.00**

3010 De Soto Boulevard, Coral Gables, Florida 33134
Organization Established in 1924
District Location(s) for Project Activity: 6*

2015 Summer Concert Series & Young Musicians' Summer Master Classes

Grant funds are requested to support July 2 through August 14 marketing expenses and artists' fees for the Coral Gables Congregational Church Community Arts Program 2015 Summer Concert Series (30th Year) and Young Musicians' Summer Master Classes. In total, the Series presents six exceptional concerts to Miami-Dade County visitors and residents. The Series' roster of world-renowned classical and jazz artists also provides four Young Musicians' Summer Master Classes to children (ages 8-18). The project activities will take place at the following venue: Coral Gables Congregational Church.

** 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*

Organization/ Project Description | **FY 2015-2016 TDC Recommendation**

9. **Florida International University, Board of Trustees for the benefit of the Institute for Public Management and Community Service** — **Award: $14,400.00**

11200 SW 8th Street PCA 270A, Miami, Florida 33199
Organization Established in 1965
District Location(s) for Project Activity: 3*

XXII Inter-American Conference of Mayors and Local Authorities

Grant funds are requested to support the organization of the XXII Inter-American Conference of Mayors and Local Authorities scheduled for June 13 - 16, 2016. The conference will bring together mayors, political leaders, representatives of non-governmental organizations, as well as local, regional, and national leaders of the Americas to discuss issues pertaining to the strengthening of democracy. The Conference is sponsored by Miami-Dade County. The project activities will take place at the following venue: Hilton Downtown Hotel.

10. **GableStage, Inc.** — **Award: $15,000.00**

1200 Anastasia Avenue Suite 230, Coral Gables, Florida 33134
Organization Established in 1979
District Location(s) for Project Activity: 6*

2014-2015 Season

Grant funds are requested to support a portion of GableStage's 2014-2015 Season. From August 1 -30, 2015, I'LL EAT YOU LAST by Academy Award nominated playwright, John Logan will be premiered at GableStage located in the Biltmore Hotel in Coral Gables reaching an audience of 3,000 including students, tourists, and residents. Performances are Thursday - Saturday at 8pm and Sunday at 2pm and 7pm. Ticket prices range from $15-55. The Biltmore Hotel, Miami Herald, and WLRN are sponsors. The project activities will take place at the following venue: GableStage.

11. **Institute of Contemporary Art Miami, Inc.** — **Award: $10,000.00**

4040 NE Second Avenue Suite 200, Miami, Florida 33137
Organization Established in 2014
District Location(s) for Project Activity: 3*

Alex Bag

Grant funds are requested to support the Institute of Contemporary Art Miami's (ICA Miami) exhibition, Alex Bag, in conjunction with Art Basel: Miami Beach events and related programming for this exhibition, which opens December 1, 2015 and will be on view until January 31, 2016 in the ICA Miami atrium gallery. The project activities will take place at the following venue: Institute of Contemporary Art.

12. **Italian Film Festival, Inc.** — **Award: $5,000.00**

5151 Collins Avenue Suite 224, Miami Beach, Florida 33140
Organization Established in 2003
District Location(s) for Project Activity: 5*

2015 Cinema Italy (formerly Italian Film Festival)

Grant funds are requested to support the 13th Annual Italian Film Festival to be held October 8 - 13, 2015. This year's festival will include 10 of the top Italian films produced in 2014 and 2015 that have not yet been screened for South Florida audiences. The festival will also include a tribute to Italian cinema, a Short Film Competition and various documentary screenings. The project activities will take place at the following venues: Regal Cinemas South Beach, Tower Theatre.

** 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*

Organization/ Project Description | **FY 2015-2016 TDC Recommendation**

13. **Miami Dade College, Cultural Affairs Department** — **Award: $17,500.00**

300 NE 2 Avenue, Miami, Florida 33132
Organization Established in 1960
District Location(s) for Project Activity: 3*

MDC Live Arts 2015: Holoscences

Grant funds are requested to present the performance installation Holoscenes at MDC's Wolfson Campus in Downtown Miami from December 2 – 5, 2015, aligned with Art Fair Week in Miami. The project, a vision of award-winning artist Lars Jan, explores the effects of climate change and sea level rise; an issue of particular relevance and interest to Miami. The presentation of this internationally significant project further solidifies the role of Miami-Dade County as an international cultural leader. The project activities will take place at the following venue: Miami Dade College Wolfson Campus - Kyriakides Plaza.

14. **MDGLCC Foundation, Inc.** — **Award: $20,000.00**

1130 Washington Avenue, Miami Beach, Florida 33139
Organization Established in 2008
District Location(s) for Project Activity: 5*

LGBT Visitor Center

Grant funds are requested to support the LGBT Visitor Center located in Miami Beach. Since its inception in 2010, the Center has provided LGBT travelers a sense of welcome, hospitality and vital resources to ensure a successful stay in Miami and the Beaches. The LGBT Visitor Center provides visitors with information and ideas to plan their stay. Located at 1130 Washington Avenue, the center opens its door with Pride to thousands of tourists from around the globe each year. Situated in the historic Old City Hall building, the Center is literally at the epicenter of LGBTQ activity in South Beach. Steps to Ocean Drive and the beach, a few blocks from famed Lincoln Road and right in the middle of restaurants, shops and hotels. To assist our visitors, we provide a free wireless environment and knowledgeable staff to make recommendations upon request. The project activities will take place at the following venue: LGBT Visitor Center.

15. **Miami Beach Bowl** — **Award: $10,000.00**

501 Marlins Way, Miami, Florida 33125
Organization Established in 2014
District Location(s) for Project Activity: 5*

Miami Beach Bowl

Grant funds are requested to support the production costs associated with the Miami Beach Bowl, a second-year postseason college football game taking place at Marlins Park on December 22, 2015. The bowl week schedule consists of five days of activities taking place in Miami-Dade County, with all team travel bands, cheerleaders and fans staying in Miami-Dade County hotel properties. The goal is to increase awareness of Miami-Dade County as a travel destination while increasing the economic impact. The project activities will take place at the following venue: Marlins Park.

** 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*

16. **Miami Beach Chamber of Commerce** **Award: $20,000.00**

1920 Meridian Avenue, Miami Beach, Florida 33139
Organization Established in 1921
District Location(s) for Project Activity: 5 *

Visit Miami Beach

Grant funds are requested to support Visit Miami Beach, Visitor Center, within the Miami Beach Convention Center which is part of the overall Miami Beach Guest program, including Miamibeachguest.com and the new Apogee Card. Open 7 days a week, providing concierge services as well as tourist information and hotel bookings the Visitor Center is subsidized by the Miami Beach Chamber of Commerce that also administers and manages the program. The project activities will take place at the following venue: Miami Beach Convention Center.

17. **Miami Beach Latin Chamber of Commerce, Inc.** **Award: $20,000.00**

1620 Drexel Avenue, Miami Beach, Florida 33139
Organization Established in 1988
District Location(s) for Project Activity: 5*

Tourist Hospitality Center

Grant funds are requested to support the operation of the Tourist Hospitality Center, a well established tourist customer service program at Lincoln Road with a 20 year track record, serving all year round, Mondays to Fridays, an average of 10,000 domestic/international visitors. Multilingual staff assist walk-in visitors, visitors by phone and internet on everything there is to do and see in Miami, and help create itineraries and assist with travel emergencies. The Center will run a Google summer ad campaign in Latin America promoting hotel discounts in Miami. The project activities will take place at the following venue: Tourist Hospitality Center at Lincoln Road.

18. **Miami Book Fair International at Miami Dade College** **Award: $25,000.00**

300 NE 2nd Avenue, Miami, Florida 33132
Organization Established in 1960
District Location(s) for Project Activity: 5*

Miami Book Fair International 2015

Grant funds are requested to support the national martketing campaign for the 32nd edition of Miami Book Fair International, a literary festival that attracts several hundred authors and exhibitors, as well as hundreds of thousands of tourists to the Wolfson Campus of Miami Dade College and its surrounding streets. This year's Fair is held on November 15 - 22, 2015. The project activities will take place at the following venue: Miami Dade College, Wolfson Campus.

19. **Miami Short Film Festival, Inc.** **Award: $7,000.00**

247 SW 8th Street, Suite # 393, Miami, Florida 33130
Organization Established in 2005
District Location(s) for Project Activity: 2*, 4*, 5*, 7*

The 14th Edition of the Miami short Film Festival

Grant funds are requested to support the 14th edition of the Miami short Film Festival (MsFF) taking place November 2 - 7, 2015 at various venues throughout Miami-Dade County. MsFF highlights the best of short films, attracting film professionals, tourists and enthusiasts to Miami-Dade County for a week of cinematic excellence. MsFF also invites directors and actors to attend the festival from around the world to be present during screenings, participate in Q&As and to receive their awards. The project activities will take place at the following venues: Cinepolis, Miami Beach Cinematheque, Downtown Doral Park, O Cinema Miami Beach, and Boys & Girls Club Gwen Cherry.

** 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*

Organization/ Project Description | **FY 2015-2016 TDC Recommendation**

20. **Miami-Dade County Days, Inc.** **Award: $15,000.00**

6815 Biscayne Boulevard Suite 103-469, Miami, Florida 33138
Organization Established in 1997
District Location(s) for Project Activity:

Miami-Dade County Days in Tallahassee - Paella Fest

Grant funds are requested to support Paella Fest, a two-day celebration of our community during Miami-Dade County Days in Tallahassee through Florida's Legislative Session from February 9 – 10, 2016. The project activities will take place at the following venue: Florida State Capitol Grounds.

21. **Museum of Contemporary Art, Inc.** **Award: $16,000.00**

770 NE 125 Street, North Miami, Florida 33161
Organization Established in 1981
District Location(s) for Project Activity: 2*

Carlos Salas Re/coding: Latin America and the Global Imagination

Grant funds are requested to support MOCA's Carlos Salas Re/coding: Latin America and the Global Imagination, the first museum exhibition dedicated to this acclaimed abstract Colombian artist in the United States. The exhibition will run from December 2, 2015 through February 2, 2016 and include approximately 100 works spanning the artist's career. The exhibition is organized by MOCA and curated by Executive Director and Chief Curator Babacar Mbow. The project activities will take place at the following venue: Museum of Contemporary Art.

22. **National Tropical Botanical Garden** **Award: $12,000.00**

4013 Douglas Road, Miami, Florida 33133
Organization Established in 1965
District Location(s) for Project Activity: 7*

100th Anniversary of The Kampong - Flavours of Indonesia

Grant funds are requested to support the "100th Anniversary of The Kampong-Flavours of Indonesia" featuring 50 artists from Indonesia to celebrate the 100th anniversary of The Kampong. The celebration takes place at The Kampong in Coconut Grove from November 5 – 8, 2015. Twelve events, including rehearsals, performances, dance workshops, Batik fashion show and Batik demonstrations and workshops and culinary demonstrations and workshops, are open to the public. A number of events will be either FREE or at a nominal fee. The project activities will take place at the following venue: The Kampong.

23. **Northeast Second Avenue Partnership** **Award: $5,000.00**

181 NE 82 Street, Miami, Florida 33181
Organization Established in 2008
District Location(s) for Project Activity: 3*

Art Beat Miami, the pulse and flavor of Little Haiti

Grant funds are requested to support the production costs associated with Art Beat Miami. Spearheaded by Northeast Second Avenue Partnership (NE2P), Art Beat Miami is inspired by Haiti and its culture and includes an art fair at the Caribbean Marketplace featuring multidisciplinary works of art by international and local artists, a Mural Mile (20 Caribbean-themed murals throughout Little Haiti) and a self-guided tour of the Little Haiti community. Tourists will have the opportunity to patronize local galleries, restaurants and botanicals spurring economic development in Little Haiti. The project activities will take place at the following venue: Caribbean Markeplace.

** 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*

Organization/ Project Description | **FY 2015-2016 TDC Recommendation**

24. **Opa-locka Community Development Corporation, Inc.** **Award: $10,000.00**

490 Opa-locka Boulevard, Suite 20, Opa-locka, Florida 33054
Organization Established in 1980
District Location(s) for Project Activity: 1*, 3*

Art of Transformation

Funds are requested to support the Opa-locka Community Development Corporation's 4th annual Art of Transformation (AOT), a multidisciplinary arts exhibition with related public programming showcasing renowned artists of the African Diaspora in a 3,500 square foot multifuntional flexspace and gallery in Opa-locka and partner venues in Greater Miami from November 6 – December 11, 2015. AOT aims to engage residents and visitors with unique arts experiences in northwest Miami-Dade County. The project activities will take place at the following venues: The ARC (Arts & Recreation Center) and YoungArts Foundation.

25. **Peter London Global Dance Company, Inc.** **Award: $9,000.00**

1470 NE 123 Street A605, North Miami, Florida 33161
Organization Established in 2013
District Location(s) for Project Activity: 3*

Dancing under the Mistletoe

Grant funds are requested to support "Dancing under the Mistletoe," a program to be presented, for three nights, at the Carnival Studio Theater of the Arsht Center, December 18 - 20, 2015. The program will celebrate the Latin, African American, Jewish and Afro Caribbean cultural heritage of South Florida. Five local natives who are international dance stars will create passionate choreography fusing contemporary dance with Tango, Jazz and Afro Caribbean dances and rhythms. The project activities will take place at the following venues: Carnival Studio Theater, Adrienne Arsht Center and Little Haiti Cultural Center.

26. **Prizm Art Fair, LLC** **Award: $7,500.00**

P.O. Box 172083, Hialeah, Florida 33017
Organization Established in 2013
District Location(s) for Project Activity: 3*

Prizm Art Fair

Grant funds are requested to support the production and marketing of the 3rd Annual Prizm Art Fair, a cutting-edge art fair that is multidisciplinary in scope, taking place December 1 – 6, 2015. The goal is to expand the spectrum of exhibiting international artists from the global African Diaspora and emerging markets to promote the work of artists of color, who reflect global trends in contemporary art, through a series of cultural events which culminate in an annual curated fair held during Art Basel | Miami Beach. Prizm anticipates welcoming approximately 10,000 guests during the course of Art Basel Miami Beach week. The project activities will take place at the following venue: Adrienne Arsht 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*

Organization/ Project Description | **FY 2015-2016 TDC Recommendation**

27. **Reading Queer** — **Award: $3,500.00**

860 NE 75 Street, Miami, Florida 33138
Organization Established in 2013
District Location(s) for Project Activity: 5*

Reading Queer Literary Festival

Grant funds are requested to support programming for the Reading Queer Literary Festival, an annual festival featuring locally and nationally recognized queer writers (Danez Smith, Saeed Jones, Rigoberto Gonzalez, Achy Abejas and more) who create hybrid, genre-bending works that address queer identity. The festival will take place on November 9 – November 22, 2015 at variuos venues around Miami-Dade. The project activities will take place at the following venues: Miami Dade College – Wolfson Campus, Gusman Center, O Cinema – Wynwood.

28. **Seraphic Fire, Inc.** — **Award: $13,500.00**

2153 Coral Way Suite 401, Miami, Florida 33145
Organization Established in 2004
District Location(s) for Project Activity: 3*, 4*, 6*, 5*,

Seraphic Fire's 14th Miami-Dade Fall Season

Grant funds are requested to support Seraphic Fire's 14th Miami-Dade Fall Season: four choral or choral/orchestral programs totaling 11 concerts, presented from October 14 to December 20, 2015 in a variety of venues across Miami-Dade County. The artists will be the professional singers of Seraphic Fire conducted by Patrick Dupré Quigley; they will be accompanied by New York-based chamber orchestra The Sebastians on three of the four programs. The project activities will take place at the following venues: All Souls Episcopal Church, Miami Shores Presbyterian Church, South Miami-Dade Cultural Arts Center, St. Philips Episcopal Church, and St. Sophia Greek Orthodox Cathedral.

29. **Tcapital Films, LLC** — **Award: $5,000.00**

6099 Stirling Road, #103, Davie, Florida 33314
Organization Established in 2013
District Location(s) for Project Activity: 5*

Tammy In Miami

Grant funds are requested to support a travel television origination project to enhance Miami-Dade County's appeal as a tourist destination by exploring Miami's diverse culture, dining facilities, and inimitable art scene locations. This project is scheduled to begin July 15, 2015 with a series of 13 episodes produced all through September 2015. It will be televised on a local station reaching 450,000 households and 13,000 hotel rooms within Miami-Dade and surrounding areas. The project activities will take place at the following venues: Seaspice, Eden Rock, Mangos Tropical Cafe, N by Noae, and Everglades National Park. All grant funds will be utilized for the benefit of Miami-Dade County.

** 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*

Organization/ Project Description | **FY 2015-2016 TDC Recommendation**

30. **THE DAVE AND MARY ALPER JEWISH COMMUNITY CENTER, INC.** **Award: $10,500.00**

11155 SW 112 Avenue, Miami, Florida 33176
Organization Established in 1934
District Location(s) for Project Activity: 7*

2015-16 Quarter 1 Alper JCC Cultural Arts Season

Grant funds are requested to support Quarter 1 Cultural Arts at the Alper JCC, (October 11 - November 29, 2015) Holocaust Heroes: Fierce Females - Tapestries by Linda Stein; (December 6, 2015 - January 21, 2016): Stephen Mack Photography: Rockscapes of South Florida; (November 9 – December 10, 2015) Impressions in Watercolor children's art exhibit; 35th Annual Jewish Book Festival featuring nationally acclaimed authors. The project activities will take place at the following venues: The Dave and Mary Alper Jewish Community Center, Temple Beth Am, Temple Judea, Bet Breira-Samuel Or Olam, and Temple Bet Sira.

31. **The Key Biscayne Chamber of Commerce, Inc.** **Award: $15,000.00**

88 W McIntyre Street #100, Key Biscayne, Florida 33149
Organization Established in 1957
District Location(s) for Project Activity: 7*

The Key Biscayne Chamber of Commerce and Visitor Center

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

32. **The Miami Children's Museum, Inc.** **Award: $20,000.00**

980 Macarthur Causeway, Miami, Florida 33132
Organization Established in 1983
District Location(s) for Project Activity: 5*

The Wizard of Oz Educational Exhibition at Miami Children's Museum

Grant funds are requested to support marketing and promotional expenses for The Wizard of Oz Educational Exhibition, a family-friendly interactive exhibit that will be open to the public October 3, 2015 - January 10, 2016 from 10 am - 6 pm daily at Miami Children's Museum (MCM). After a nationwide tour, this engaging traveling exhibit, created as the only Warner Bros. Consumer Products licensed and sanctioned traveling Children's Museum Exhibit, comes back to Miami for the first time since 2010. The project activities will take place at the following venue: Miami Children's Museum.

** 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*

Organization/ Project Description | **FY 2015-2016 TDC Recommendation**

33. **Tropical Everglades Visitor Association, Inc.** **Award: $20,000.00**

160 US Highway One, Florida City, Florida 33034
Organization Established in 1993
District Location(s) for Project Activity: 9*

Tropical Everglades Visitor Center

Grant funds are requested to support the Tropical Everglades Visitor Center located in Florida City. This 27 year old Visitor Center has helped close to 2 million visitors and serves to promote local hotels, restaurants, and attractions in southern Miami-Dade County. Monies from this grant provide vital operational support that helps to keep the Visitor Center open throughout the year. The project activities will take place at the following venue: Tropical Everglades Visitor Center.

34. **Unity Coalition | Coalicion Unida, Inc** **Award: $9,000.00**

831 Ninth Street, Miami Beach, Florida 33139
Organization Established in 2008
District Location(s) for Project Activity: 3*

Celebrate ORGULLO Hispanic LGBT PRIDE Festival

Grant funds are requested to support a free one day event at Museum Park. Now in its 5th successful year, Celebrate ORGULLO is a month long celebration of events across South Florida leading up to the ORGULLO Carnaval itself (free admission) on Saturday, October 3, 2015, 10am to 9pm. The project activities will take place at the following venue: Museum Park.

35. **University of Miami, Frost School of Music** **Award: $14,000.00**

University of Miami Frost School of Music
Gables One Tower, Ste. 901, 1320 South Dixie Highway, Coral Gables, Florida 33146
Organization Established in 1925
District Location(s) for Project Activity: 7*

Festival Miami 2015

Grant funds are requested to support artist fees for Festival Miami 2015. This highly sophisticated four-week festival provides a variety of music programming to meet the needs and preferences of Miami-Dade County's diverse community. The 2015 season is from October 16 to November 7, 2015 and the majority of the concerts are held at the UM Maurice Gusman Concert Hall on the University of Miami campus. The project activities will take place at the following venues: University of Miami Gusman Concert Hall, University of Miami Clarke Recital Hall.

** 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: December 1, 2015

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(C)(2)

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)(2)
12-1-15

RESOLUTION NO. R-1067-15

RESOLUTION APPROVING THE FUNDING OF 35 GRANTS FOR A TOTAL OF $429,400.00 FROM THE FISCAL YEAR 2015-2016 FIRST 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 35 grants for a total of $429,400.00 from the FY 2015-2016 First 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:

Actors' Playhouse Productions, Inc.	$20,000
American Art Initiative	$5,000
Bayfront Park Management Trust Corporation	$8,000
CI Foundation, Inc.	$15,000
City of Sunny Isles Beach	$15,000
Community Performing Arts Association, Inc.	$3,500
Cor Jesu Corp	$5,000
Coral Gables Congregational Church (United Church of Christ), Inc.	$9,000

Florida International University, Board of Trustees for the benefit of the Institute for Public Management and Community Service	$14,400
GableStage, Inc.	$15,000
Institute of Contemporary Art Miami, Inc.	$10,000
Italian Film Festival, Inc.	$5,000
MDGLCC Foundation, Inc.	$20,000
Miami Beach Bowl	$10,000
Miami Beach Chamber of Commerce	$20,000
Miami Beach Latin Chamber of Commerce, Inc.	$20,000
Miami Book Fair International at Miami Dade College	$25,000
Miami Dade College, Cultural Affairs Department	$17,500
Miami Foundation, Inc. as fiscal agent for Reading Queer	$3,500
Miami Short Film Festival, Inc.	$7,000
Miami-Dade County Days, Inc.	$15,000
Museum of Contemporary Art, Inc.	$16,000
National Tropical Botanical Garden	$12,000
Northeast Second Avenue Partnership	$5,000
Opa-locka Community Development Corporation, Inc.	$10,000
Peter London Global Dance Company, Inc.	$9,000
Prizm Art Fair, LLC	$7,500
Seraphic Fire, Inc.	$13,500
Tcapital Films, LLC	$5,000
The Dave and Mary Alper Jewish Community Center, Inc.	$10,500
The Key Biscayne Chamber of Commerce, Inc.	$15,000
The Miami Children's Museum, Inc.	$20,000
Tropical Everglades Visitor Association, Inc.	20,000
Unity Coalition | Coalicion Unida, Inc	$9,000
University of Miami, Frost School of Music	$14,000

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

The Chairperson thereupon declared the resolution duly passed and adopted the 1st day of December, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approved by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By: *Christopher Agrippa*
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Monica Rizo

MIAMI-DADE COUNTY

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS

FY 2015-2016 Tourist Development Council Grants Program – First Quarter (October 1 – December 31)

GRANT AWARD AGREEMENT - ARTICLE I

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

GRANTEE AND GRANT DESCRIPTION

1.	GRANTEE:	«Organization» (EIN#«Federal_ID») «Address», «City», «State» «Zip»
2.	AMOUNT OF GRANT:	«Award» (Reimbursement / Direct)
3.	PROJECT:	«Project_Title» (as described in the program application and any revisions attached hereto)
4.	ITEMIZED PROJECT BUDGET:	(as described in the Restatement of Project Budget attached hereto)
5.	GRANT START DATE:	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, 2014)
ARTICLES II, III, IV and V

ARTICLE II

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

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

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

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

If Article 1.2 designates this grant as a Reimbursement Award, the Grantee agrees to provide to the Director or his designee, within ninety days (90) of the event, copies of original documentation conclusively demonstrating the expenditure of funds for the items indicated as grant award expenses in the Restatement of Project Budget as a condition of receiving payment of this award. Documentation shall include, but not be limited to, copies of original bills, invoices, vouchers, receipts, and canceled checks (front and back) clearly designating payment for expenses associated with the event. Cash transactions are not acceptable unless a copy of a contract, invoice, receipt or other documentation supporting such cash payment is received, marked "paid" and signed by the recipient of the cash. The Director reserves the right to request original documentation to substantiate grant expenditures. Within forty-five (45) business days of receipt of satisfactory documentation described and required by this Agreement, the County shall reimburse the Grantee for the grant expenditures. If documentation as outlined above is not received within ninety days (90) of the event, or if the Director concludes that the documentation provided by the Grantee does not definitively demonstrate that funds were expended for the 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 1.4 and is attached to the Agreement as the Restatement of Project Budget, and the Grantee agrees that all expenditures will be subject to the terms of the Agreement and will not significantly deviate from the budget included as a part of the Grantee's program application or funding request information provided to the Miami-Dade County Department of Cultural Affairs. **The Grantee agrees and expressly understands that any grant budget revisions including line item changes necessary for the purpose of completing the project must be requested in writing to the Director for his/her consideration prior to the Grant End Date stated in Article 1.6 and that any requested changes may not exceed twenty-five percent (25%) of the total amount of the grant award.** The Director will approve or disapprove the Grantee's request in writing within fourteen (14) business days of the date of receipt of the request in the Department's offices.

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

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

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

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

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

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

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

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

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

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

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

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

10. **Publicity and Credits:** The Grantee must include the following credit line in all promotional and marketing materials related to this grant including web sites, news and press releases, public service announcements, broadcast media, event programs, and publications: "With the support of the Miami-Dade County Tourist Development Council, the Miami-Dade County Department of Cultural Affairs and the Cultural Affairs Council, the Miami-Dade County Mayor and Board of County Commissioners." The grantee must also use the County's logo in marketing and publicity materials, 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

Fiscal Year:	2015-2016
Grant Program Name:	Tourist Development Council (TDC)
Organization Name:	
Program/Project Title:	
Grant Start Date:	
Grant End Date:	

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

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

TOTAL PARTICIPATION:

All Adults PLUS All Children/Youth COMBINED

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

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

Grant Program Name:

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

	TOTAL GRANT AWARD:	CASH MATCH	Subtotal: CASH Expenses	Subtotal: In-Kind Expenses
	$ -	$ -	$ -	$ -

TOTAL EXPENSES: $ -

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

	TOTAL REVENUES		
REVENUES	**CASH**	**IN-KIND**	% of cash revenues
Admissions			#DIV/0!
Memberships			#DIV/0!
Tuitions/Enrollment Fees			#DIV/0!
Contracted Services: Outside Programs/Performances			#DIV/0!
Contracted Services: Special Exhibition Fees			#DIV/0!
Contracted Services: Other			#DIV/0!
Rental Income			#DIV/0!
Corporate Support			#DIV/0!
Foundation Support			#DIV/0!
Private/Individual Support			#DIV/0!
Other Private Support: Auxilliary Activities			#DIV/0!
Other Private Support: Special Event Proceeds			#DIV/0!
Gov't Grants: Federal *(Itemize Below)*			
			#DIV/0!
			#DIV/0!
			#DIV/0!
Gov't Grants: State *(Itemize Below)*			
			#DIV/0!
			#DIV/0!
			#DIV/0!
Gov't Grants: Local *(Not Dept of Cultural Affairs Grants)*			
			#DIV/0!
			#DIV/0!
			#DIV/0!
			#DIV/0!
Gov't Grants: The Children's Trust *(Direct Funding)*			#DIV/0!
Merchandise/Concession/Gift Shop Revs			#DIV/0!
Investment Income *(Endowment)*			#DIV/0!
Interest and Dividends			#DIV/0!
Cash on Hand			#DIV/0!
Other Revenues *(Itemize Below)*			
			#DIV/0!
			#DIV/0!
			#DIV/0!
			#DIV/0!
			#DIV/0!
			#DIV/0!
Department of Cultural Affairs Grants *(Itemize below)*			
(Do Not include this contract's grant award here.)			
			#DIV/0!
			#DIV/0!
			#DIV/0!
			#DIV/0!
Subtotals: CASH Revenues / In-Kind:	$ -	$ -	*Grant Award % of cash revenues*
GRANT AWARD AMOUNT: **Tourist Development Council (TDC)**			#DIV/0!
Subtotal: Cash Revenues + Grant Award:	$ -		
TOTAL REVENUES:	**$ -**		*Surplus/Deficit* $ - / *In-kind %* #DIV/0!

Authorizing Official:

Signature: _____ Date: _____

Typed/Printed Name: _____ Title: _____