

# Memorandum



**Date:** April 5, 2022

**To:** Honorable Chairman Jose “Pepe” Diaz  
and Members, Board of County Commissioners

Agenda Item No. 8(C)(2)

**From:** Daniella Levine Cava  
Mayor

**Subject:** FY 2021-2022 Tourist Development Council Grants Program First Quarter  
Recommendations for a Total of \$349,000.00

## **Recommendation**

It is recommended that the Board of County Commissioners approve the funding of 25 grants for a total of \$349,000.00 from the FY 2021-2022 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 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.

## **Delegation of Authority**

In accordance with Section 2-8.3 of the Miami-Dade Code related to identifying delegation of Board authority, there are no authorities beyond that specified in the resolution which includes authority for the Mayor and Mayor’s designee to execute the grant agreements and exercise all provisions, including cancellation provisions contained therein.

## **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 \$1,186,302.00 from FY 2019-20 and \$1,300,000.00 in unspent grant funds was carried over and is being appropriated as part of the FY 21-22 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, \$1.35 million has been allocated for FY 2021-22 Tourist Development Council (TDC) Grants (\$1.25 million from Fund ST 150, Subfund 151, plus \$100,000.00 from Fund ST 150, Subfund 152). The current First Quarter recommendations, totaling \$349,000.00, begin 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 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) hotel accommodations; (3) quality and track record, event coordination, management and efforts to comply with and incorporate the American with Disabilities Act (ADA) into projects; and (4) fiscal feasibility.

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.

  
\_\_\_\_\_  
Morris Copeland  
Chief Community Services Officer



**Miami-Dade County Department of Cultural Affairs  
FY 2021-2022 Tourist Development Council (TDC) Grants Program  
First Quarter (October 1 - December 31)**

<i>Organization/ Project Description</i>	<b>FY 2021-2022 TDC Recommendation</b>
<p><b>4. <u>Junior Orange Bowl Committee, Inc</u></b>  <b>2525 Ponce De Leon Boulevard, Suite 300, Coral Gables, Florida 33134</b>  <b>Organization Established in 1978</b>  <b>District Location(s) for Project Activity: 7*, 6*</b>  <i>Junior Orange Bowl International Tennis and Basketball Classic</i>            Funds are requested to cover the marketing costs associated with the production of Junior Orange Bowl International Tennis and National Basketball Classic. Each of these events hosts participants living in and outside Miami-Dade County. These events attract over 2,500 participants and 10,050 attendees. The International Tennis Championship is scheduled to take place December 11-21, 2021 and the National Basketball Classic is to take place December 28-30, 2021. The project activities will take place at the following venues: Crandon Park Tennis Center, Biltmore Tennis Center, Westminster Christian School, and Salvadore Park Tennis Center.</p>	<p><b>Award: \$15,000</b></p>

<p><i>Organization/ Project Description</i></p> <p><b>5. <u>Marti Productions Inc</u></b>  <b>9137 Fountainebleau Boulevard, Suite 7, Miami, Florida 33172</b>  <b>Organization Established in 2008</b>  <b>District Location(s) for Project Activity: 5*</b>  <i>Feria de Coplas y Paso Doble</i>            Funds are requested to support Marti Productions presentation of "Feria de Copla y Paso Doble" at the Manuel Artime Theater on November 14, 2021 under the direction of Manuel Albelo and the participation of local and international singers and actors including Tania Marti, Jesse James Vargas, Tenor (Puerto Rico), Armando Naranjo, Baritono (Cuba), Paco Aguilera (Barcelon Spain), Grace de España, Malaga (Spain), Eugenia Sanchez (Valencia, Spain), and the participation of the Spanish Ballet "Cristina Masdueño." The project activities will take place at the following venues: Manuel Artime Theater and Miami Hispanic Cultural Arts Center.</p>	<p><b>Award: \$5,000</b></p>
---	------------------------------

<p><i>Organization/ Project Description</i></p> <p><b>6. <u>Martial Arts Kids Against Drugs Corp.</u></b>  <b>1550 W. 84th Street Bay 23-24, Hialeah, Florida 33014</b>  <b>Organization Established in 2019</b>  <b>District Location(s) for Project Activity: 6*</b>  <i>The Pan American International Karate Tournament</i>            Funds are requested to support space rental, printing and marketing efforts for The Pan American International Karate Tournament taking place November 11-13, 2021. Martial Arts students from all over the world will attend and compete to defend or win a title in a first class, intergenerational event where hard work, discipline, and perseverance are rewarded and celebrated. The project activities will take place at the following venue: Double Tree Hotel.</p>	<p><b>Award: \$7,500</b></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 2021-2022 Tourist Development Council (TDC) Grants Program  
First Quarter (October 1 - December 31)**

*Organization/  
Project Description*

**FY 2021-2022  
TDC Recommendation**

- 10. Miami Dade College, DBA Miami Book Fair  
300 NE 2nd Avenue, Miami, Florida 33132  
Organization Established in 1960  
District Location(s) for Project Activity: 5\*  
*2021 Miami Book Fair***

**Award: \$30,000**

Funds are requested to support the 2021 Miami Book Fair presented by Miami Dade College. Miami Book Fair is a literary festival that includes author presentations, book exhibitors, educational programming, children's activities, music, dance, and writing workshops. The 2021 Fair will be a hybrid event with programs presented digitally through the platform MiamiBookFairOnline.com and in-person following CDC guidelines and protocols. The project activities will take place at the following venues: Miami Dade College and Wolfson Campus.

*Organization/  
Project Description*

- 11. Miami New Drama Inc  
1040 Lincoln Road, Miami Beach, Florida 33139  
Organization Established in 2014  
District Location(s) for Project Activity: 5\*  
*A Wonderful World***

**Award: \$20,000**

Funds are requested to support the world premiere return of A WONDERFUL WORLD - a new Louis Armstrong musical launching Miami New Drama's 2021-2022 season and welcoming the return of audiences to the theatre. Rehearsals begin November 2 with the show running December 2, 2021 to January 31, 2022. Performances will take place Thursday – Sunday with 10,000 individuals expected to attend. The project activities will take place at the following venue: Colony Theatre.

*Organization/  
Project Description*

- 12. Miami Short Film Festival, Inc.  
12450 NW 7th Lane, Miami, Florida 33182  
Organization Established in 16  
District Location(s) for Project Activity: 5\*, 8\*  
*The 20th Annual Miami Short Film Festival***

**Award: \$15,000**

Funds are requested to support the 20th edition of the Miami short Film Festival (November 12-14, 2021) showcasing the most innovative short films from around the world. The project will take place in various venues in Miami-Dade County and will feature more than 50 short films, workshops, filmmaker Q&As, and an official awards ceremony. The project activities will take place at the following venues: Miami Beach Botanical Garden, Deering Estate and Regal Cinema South Beach.

---

\* 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 2021-2022 Tourist Development Council (TDC) Grants Program  
 First Quarter (October 1 - December 31)**

*Organization/  
 Project Description*

**FY 2021-2022  
 TDC Recommendation**

- 13. Miami-Broward One Carnival Host Committee, Inc. Award: \$17,500**  
**18425 NW 2 Avenue Suite 435, Miami Gardens, Florida 33169**  
**Organization Established in 2009**  
**District Location(s) for Project Activity: 11\***

*Miami Carnival*

Funds are requested to support the 37th Annual Miami Carnival, to be held on October 10, 2021, during the Columbus Day weekend, welcoming masquerade troupes and Caribbean artists to a parade, concert, and festival. It is the third-largest Caribbean Carnival in North America. There are many events associated with the festival throughout the County and is supported by Greater Miami Convention & Visitors Bureau which recognizes its impact on both domestic and international tourism. The project activities will take place at the following venue: Miami-Dade County Fair and Exhibition.

*Organization/  
 Project Description*

- 14. Museum of Contemporary Art, Inc. Award: \$25,000**  
**770 NE 125th Street, North Miami, Florida 33161**  
**Organization Established in 1981**  
**District Location(s) for Project Activity: 3\***

*My Name is Maryan Art Week Programs*

Funds are requested to support Museum of Contemporary Arts' Miami Art Week programming in conjunction with My Name is Maryan, the first comprehensive retrospective of Polish-born artist Maryan, on view November 17, 2021 - March 28, 2022. Curated by Alison Gingeras, the exhibition retrieves the artist's oeuvre from near-obscurity, inserting him into the canon of 20th-century art. A robust series of public programs include an opening reception, exhibition tours, and a public talk with the exhibition's curator. The project activities will take place at the following venue: Museum of Contemporary Art North Miami.

*Organization/  
 Project Description*

- 15. Orchestra Miami, Inc. Award: \$13,500**  
**P.O. Box 7598, Miami, Florida 33255**  
**Organization Established in 2006**  
**District Location(s) for Project Activity: 5\***

*Ode to Joy- A New Year's Celebration*

Funds are requested to support Orchestra Miami's Free New Year's Eve Celebration Concert featuring Beethoven's Symphony #9 "Ode to Joy." The event will include performances from other local performing groups on December 31, 2021, beginning at 7 PM, leading to Orchestra Miami's 10 PM performance, with choir and all-star soloists. The event will be timed to end with a fireworks display. The project activities will take place at the following venue: Collins 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.

**Miami-Dade County Department of Cultural Affairs  
FY 2021-2022 Tourist Development Council (TDC) Grants Program  
First Quarter (October 1 - December 31)**

*Organization/  
Project Description*

**FY 2021-2022  
TDC Recommendation**

- 16. Paso Fino Horse Association **Award: \$20,000****  
**4067 Iron Works Parkway, Lexington, Kentucky 40511**  
**Organization Established in 2014**  
**District Location(s) for Project Activity: 10\***  
*XV Mundial Confepaso*  
 Funds are requested to support the XV Mundial Confepaso. This show is the largest Paso Fino horse show and traditionally has the largest attendance of any Paso Fino Horse Show. This equine event is held every two years in different partner countries. The Olympic style event, is what is considered the World Cup of Paso Fino Shows, attracting both international spectators hailing from Central/South America, the Caribbean, US, England, Canada and Europe. The project activities will take place at the following venue: Ronald Reagan Equestrian Center. All grant funds are used for activities that occur in Miami-Dade County.

*Organization/  
Project Description*

- 17. PAXy, Inc. **Award: \$10,000****  
**20 Alhambra Circle, Suite 5, Coral Gables, Florida 33134**  
**Organization Established in 2014**  
**District Location(s) for Project Activity: 5\***  
*Wake up Miami!*  
 Funds are requested to support marketing endeavors to expand Wake up Miami! 2021 Fall tourism impact. The funding will pay for marketing costs associated with the promotion of 10 high-quality free concerts at the Government Center, Miami's busiest Metrorail Station. Monday mornings from October 4 to December 13, 2021. Costs include top notch graphic design, digital and printed, ads in public spaces, wrapping of a Metromover car, and distributing brochures at places frequented by tourists. The project activities will take place at the following venue: Government Center Metrorail/Metromover Station.

*Organization/  
Project Description*

- 18. South Beach Seafood Festival, Inc. **Award: \$17,500****  
**17301 SW 93rd Avenue, Miami, Florida 33157**  
**Organization Established in 2018**  
**District Location(s) for Project Activity: 5\***  
*South Beach Seafood Festival*  
 Funds are requested to support the 8th annual South Beach Seafood Week, October 20-23, 2021, in South Beach. Sobe Seafood Week starts Miami Beach's famed stone crab season and celebrates the sensational culinary talents of Miami's finest chefs with exquisite seafood experiences, each showcased at its own distinguished event. Sobe Seafood Week is hosted by and benefiting Community Initiatives (CI) Foundation and is expected to be attended by approximately 14,000 guests. The project activities will take place at the following venues: Lummus Park - Ocean Drive, Joe's Stone Crab and Shelborne Miami Beach.

---

\* 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 2021-2022 Tourist Development Council (TDC) Grants Program  
First Quarter (October 1 - December 31)**

*Organization/  
Project Description*

**FY 2021-2022  
TDC Recommendation**

- 19. South Florida Symphony Orchestra, Inc. **Award: \$10,000****  
**2201 Wilton Drive Suite 12, Wilton Manors, Florida 33305**  
**Organization Established in 1997**  
**District Location(s) for Project Activity: 3\***  
**MASTERWORKS II -- HANDEL'S MESSIAH**  
 Funds are requested to support the 40+ musician strong South Florida Symphony Orchestra (SFSO) under the baton of Maestra Sebrina María Alfonso for the 2021 / 2022 Holiday Masterworks II concert on December 4, 2021 at 7:00pm, featuring music by Handel (Messiah) with guest artists, Latonia Moore, soprano, Rianna Moore, mezzo-soprano, Neil Nelson, bass baritone, and Martin Nesspaumer, tenor, accompanied by the 80 member SFSO Chorus. The project activities will take place at the following venue: Shepard & Ruth K. Broad Performing Arts Center. All grant funds are used for activities that occur in Miami-Dade County.

*Organization/  
Project Description*

- 20. Sugarcane Global Media **Award: \$5,000****  
**8325 NE 2nd Avenue, #346, Miami, Florida 33138**  
**Organization Established in 2015**  
**District Location(s) for Project Activity: 3\***  
**Black and Basel**  
 Funds are requested to support Sugarcane Magazine's Black and Basel issue. This magazine features Black artists that produce excellent work and can be seen during Art Basel Miami Beach. In addition, a guide to the magazine's favorite shows, emphasizing local fairs during Miami Art Week that locals and visitors would not want to miss, will be disseminated. This issue comes out in late November and is distributed through Miami-Dade County at various hotels, fairs, libraries and cultural facilities. The project activities will take place at the following venues: Pérez Art Museum, Prizm Art Fair @ The Hampton House and The African Heritage Cultural Arts Center.

*Organization/  
Project Description*

- 21. Sybarite Productions, Inc. **Award: \$3,000****  
**634 NE 71st Street, Miami, Florida 33138**  
**Organization Established in 2020**  
**District Location(s) for Project Activity: 4\***  
**LOVEisLOVE MIAMI**  
 Funds are requested to support LOVEisLOVE MIAMI, a free one-day community arts and culture event presented by Sybarite Productions on October 16, 2021. Locals and visitors will gather to celebrate the reveal of the newly renovated Normandy Fountain with local DJs, live painting, music, dance performances, and screenings of locally produced short films. Miami-based food, drink, and craft vendors will benefit from a venue to feature and sell their products. The project activities will take place at the following venue: Normandy Fountain.

---

\* 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 2021-2022 Tourist Development Council (TDC) Grants Program  
First Quarter (October 1 - December 31)**

<i>Organization/ Project Description</i>	<b>FY 2021-2022 TDC Recommendation</b>
<p><b>22.     <u>The Dave and Mary Alper Jewish Community Center, Inc.</u></b>  <b>11155 SW 112 Avenue, Miami, Florida 33176</b>  <b>Organization Established in 1934</b>  <b>District Location(s) for Project Activity: 7*</b>  <i>Quarter 1 Cultural Arts at the Alper JCC</i>            Funds are requested to support artistic and marketing expenses associated with the production of the 41st Annual Berrin Family Jewish Book Festival. The project will feature author presentations and online virtual author appearances. The project activities will take place at the following venues: The Dave and Mary Alper Jewish Community Center and Temple Judea and Temple Beth Am.</p>	<p><b>Award: \$10,000</b></p>
<p><i>Organization/ Project Description</i></p> <p><b>23.     <u>Tropical Everglades Visitor Association, Inc.</u></b>  <b>160 S.E. 1st Avenue, Florida City, Florida 33034</b>  <b>Organization Established in 1993</b>  <b>District Location(s) for Project Activity: 9*</b>  <i>Tropical Everglades Visitor Center</i>            Funds are requested to support operational costs for the Tropical Everglades Visitor Center located in Florida City. The Visitor Center is open year around and closes on Thanksgiving, Christmas, Easter, Memorial Day, Fourth of July and Labor Day. The Visitor Center primarily helps to promote hotels and attractions directing tens of thousands of tourists each year. The project activities will take place at the following venue: Tropical Everglades Visitor Center.</p>	<p><b>Award: \$20,000</b></p>
<p><i>Organization/ Project Description</i></p> <p><b>24.     <u>Village of Pinecrest - Pinecrest Gardens</u></b>  <b>12645 Pinecrest Parkway, Pinecrest, Florida 33156</b>  <b>Organization Established in 1994</b>  <b>District Location(s) for Project Activity: 8*</b>  <i>2020-21 Pinecrest Gardens Jazz Series and Gen Next Jams</i>            Funds are requested to support this 7-part jazz series, now in its 12th season, which has become South Florida's most sought jazz performance series. Over the course of seven months (October 2021 - April 2022), international jazz artists of exceptional caliber, including an NEA Jazz Master, will perform a Saturday evening concert to sold-out crowds in the 500-seat Banyan Bowl theater. Many of these same Jazz legends will stay on to participate in a unique mentorship program, "Gen Next." The project activities will take place at the following venue: Pinecrest Gardens.</p>	<p><b>Award: \$15,000</b></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 2021-2022 Tourist Development Council (TDC) Grants Program  
 First Quarter (October 1 - December 31)**

*Organization/  
 Project Description*

**FY 2021-2022  
 TDC Recommendation**

- |            |   |                               |
|------------|---|-------------------------------|
| <b>25.</b> | <p><b><u>Women Photographers International Archive, Inc.</u></b><br/> <b>1100 Brickell Bay Drive, Suite 310331, Miami, Florida 33231</b><br/> <b>Organization Established in 2018</b><br/> <b>District Location(s) for Project Activity: 3*, 5**</b><br/> <i>WOPHA Congress: Women, Photography and Feminisms</i></p> <p>Funds are requested to support the first-ever WOPHA Congress, a unique cultural event that seeks to create a place for photography in Miami. This Knight Arts Challenge winning project brings together worldwide women photography organizations, curators, and preeminent women artists to represent the rich history of women photographers. The WOPHA Congress will take place at Pérez Art Museum Miami (PAMM) and online, with city-wide photography exhibitions and outreach partners, November 17-20, 2021. The project activities will take place at the following venues: Pérez Art Museum Miami, JW Marriott Marquis Miami and Green Space Miami.</p> | <p><b>Award: \$10,000</b></p> |
|------------|---|-------------------------------|

---

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



**MEMORANDUM**  
(Revised)

**TO:** Honorable Chairman Jose "Pepe" Diaz  
and Members, Board of County Commissioners

**DATE:** April 5, 2022

**FROM:**   
Gen Bonzon-Keenan  
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 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)(2)  
 4-5-22

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING THE FUNDING OF 25 GRANTS FOR A TOTAL OF \$349,000.00 FROM THE FISCAL YEAR 2021-2022 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 25 grants for a total of \$349,000.00 from the FY 2021-2022 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:

Bayfront Park Management Trust Corporation	\$20,000.00
GMP Live, LLC	\$15,000.00
IFCM Corp.	\$10,000.00
Junior Orange Bowl Committee, Inc.	\$15,000.00
Marti Productions Inc.	\$5,000.00
Martial Arts Kids Against Drugs Corp.	\$7,500.00
MDGLCC Foundation, Inc.	\$20,000.00
Miami Beach Arts Trust, Inc.	\$5,000.00
Miami Center for Architecture & Design, Inc.	\$10,000.00

Miami Dade College, DBA Miami Book Fair	\$30,000.00
Miami New Drama, Inc.	\$20,000.00
Miami Short Film Festival, Inc.	\$15,000.00
Miami-Broward One Carnival Host Committee, Inc.	\$17,500.00
Museum of Contemporary Art, Inc.	\$25,000.00
Orchestra Miami, Inc.	\$13,500.00
Paso Fino Horse Association	\$20,000.00
PAXy, Inc.	\$10,000.00
South Beach Seafood Festival, Inc.	\$17,500.00
South Florida Symphony Orchestra, Inc.	\$10,000.00
Sugarcane Global Media	\$5,000.00
Sybarite Productions, Inc.	\$3,000.00
The Dave and Mary Alper Jewish Community Center, Inc.	\$10,000.00
Tropical Everglades Visitor Association, Inc.	\$20,000.00
Village of Pinecrest - Pinecrest Gardens	\$15,000.00
Women Photographers International Archive, Inc.	\$10,000.00

This Board further waives the requirements of Resolution No. R-130-06 requiring all contracts to be in final form and executed by the party contracting with the County, 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 ,  
who moved its adoption. The motion was seconded by Commissioner  
and upon being put to a vote, the vote was as follows:

	Jose "Pepe" Diaz, Chairman
	Oliver G. Gilbert, III, Vice-Chairman
Sen. René García	Keon Hardemon
Sally A. Heyman	Danielle Cohen Higgins
Eileen Higgins	Joe A. Martinez
Kionne L. McGhee	Jean Monestime
Raquel A. Regalado	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared this resolution duly passed and adopted this 5<sup>th</sup> day of April, 2022. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

MRP

Monica Rizo Perez



**MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS**

**FY 2021-2022 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. PROJECT START DATE: October 1, 2021
- 6. PROJECT END DATE: December 31, 2021
- 7. GRANT START END: October 1, 2021
- 8. GRANT END DATE: September 30, 2022
- 9. 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, 2021 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.

\_\_\_\_\_  
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 (10/2018)

**MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS**  
**GENERAL TERMS AND CONDITIONS FOR TOURIST DEVELOPMENT COUNCIL GRANTS (October, 2021)**  
**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 I.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 I.2.

If Article I.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 purposes allowed by this Agreement, the grantee shall waive any and all rights to receive payment of the grant.

If Article I.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 I.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). Revisions include, but are not limited to those affecting project scope, venue, artistic selections, program titles, timeframe and participants and transition to virtual programs and/or other program delivery strategies. 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 their consideration prior to the Grant End Date stated in Article 1.6 and that any requested changes may not exceed fifty percent (50%) 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 1.8. 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 their discretion, may grant up to two (2) one (1) year extensions of the Grant End Date so long as such extensions 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 1.9 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 their consideration prior to the Grant End Date stated in Article 1.8 and that any requested changes may not exceed fifty percent (50%) of the total amount of the grant award.** The Director, at their 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.

If the Grantee fails to submit the required Final Report by the deadline date specified in Article 1.9, 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 five (5) 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](http://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](http://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.

#### E-Verify

Effective January 1, 2021, section 448.095(e) of the Florida Statutes requires all public employers, contractors and subcontractors, including The Children's Trust providers, to use the E-Verify system to establish the authorization of new employees, including all new subcontractors and professional services consultants, to work in this country. Providers must also obtain and keep an affidavit from its subcontractors affirming that the subcontractors do not employ, contract or subcontract with any individuals who are not authorized to work in the US.

Providers who have been found to violate the statute will have their agreement or contract terminated, and not renewed for at least a year, per Florida Statutes. If a provider's subcontractor has violated the statute, the provider must immediately terminate the subcontractor.

The E-Verify system is Internet-based and operated by the Department of Homeland Security that verifies the employment eligibility of employees. For more information on E-Verify and 448.095(e), F.S. (2020), go to <https://www.e-verify.gov/>.

**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: FY 2021-2022  
 Grant Program Name: Tourist Development Council Grants Program - First Quarter (October 1 - December 31)  
 Organization Name:  
 Program/Project Title:  
 Grant Start Date:  
 Grant End Date:  
 Project/Event Date(s):

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:

<b>Numbers of Children/Youth/Young Adults to be Served:</b>		<b>Number of Adults to be Served (adults ages 23 and over):</b>	
# 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):			
<b>TOTAL # of Children / Youth / Young Adults to be Served:</b>		<b>TOTAL PARTICIPATION (includes all Children / Youth / Adults):</b>	

<b>Numbers of Individuals with Disabilities to be Served</b> <i>(estimated number of individuals with disabilities to be served per age group based on figures reported above):</i>	
# 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**

EXPENSES	GRANT DOLLARS ALLOCATED ~	CASH MATCH =	TOTAL CASH	IN-KIND
Personnel: Administration	\$0	\$0	\$0	\$0
Personnel: Artistic	\$0	\$0	\$0	\$0
Personnel: Technical/Production	\$0	\$0	\$0	\$0
Outside Artistic Fees/Services	\$0	\$0	\$0	\$0
Outside Other Fees/Services	\$0	\$0	\$0	\$0
Marketing: ADV/PR/Printing/Publication	\$0	\$0	\$0	\$0
Marketing: Postage/Distribution	\$0	\$0	\$0	\$0
Marketing: Web Design/Support/Maintenance	\$0	\$0	\$0	\$0
Travel: In-County	\$0	\$0	\$0	\$0
Travel: Out of County	\$0	\$0	\$0	\$0
Equipment Rental	\$0	\$0	\$0	\$0
Equipment Rental/for Performance, Exhibitions, Events, etc.	\$0	\$0	\$0	\$0
Equipment Purchase	\$0	\$0	\$0	\$0
Equipment Purchase/for Performance, Exhibitions, Events, Inc.	\$0	\$0	\$0	\$0
Space Rental	\$0	\$0	\$0	\$0
Space Rental/for Performance, Exhibitions, Events, Inc.	\$0	\$0	\$0	\$0
Mortgage/Loan Payments	\$0	\$0	\$0	\$0
Insurance	\$0	\$0	\$0	\$0
Insurance/for Performance, Exhibitions, Events, Inc.	\$0	\$0	\$0	\$0
Utilities	\$0	\$0	\$0	\$0
Fundraising/Development (Non-Personnel)	\$0	\$0	\$0	\$0
Merchandise/Concessions/Gift Shop Sales	\$0	\$0	\$0	\$0
Supplies/Materials	\$0	\$0	\$0	\$0
Other Expenses				
Hotel	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0
SUBTOTALS:				
TOTAL EXPENSES (Cash plus In-kind)				
GRANT AWARD				
Grant Award minus Grant Dollars Allocated; this field must equal \$0				
Total Projected Administrative Expenses (Cash plus In-kind)				

**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
	\$0		0
			Grant Amount % of Total Cash Revenues:
SUBTOTALS			
GRANT AMOUNT			
CASH REVENUES ~ GRANT AMOUNT			
TOTAL REVENUES		TOTAL IN-KIND %	