

MEMORANDUM

Agenda Item No. 8(C)(3)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: December 12, 2023

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving the funding of 17 grants for a total of \$194,750.00 from the Fiscal Year 2022-2023 Fourth Quarter of the Tourist Development Council Grants Program Room Tax Plan and Surtax Category to promote Miami-Dade County tourism; waiving Resolution No. R-130-06, and authorizing the County Mayor to execute grant agreements with various entities and to exercise all provisions, including cancellation provisions contained therein

The accompanying resolution was prepared by the Cultural Affairs Department and placed on the agenda at the request of Prime Sponsor Commissioner Kionne L. McGhee.



Geri Bonzon-Keenan
County Attorney

GBK/gh


MDC001

Memorandum



Date: December 12, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor 

Subject: FY 2022-2023 Tourist Development Council Grants Program Fourth Quarter
Recommendations for a Total of \$194,750.00

Executive Summary

This item is requesting approval of funding of the attached list of 17 grants for a total of \$194,750.00 for tourism-oriented cultural and special events scheduled for the Fourth Quarter (July – September 2023) from the FY 2022-2023 Tourist Development Council Grants Program. The program provides support to nonprofit and for-profit organizations presenting significant cultural or special events, including sports activities and television and film origination projects that promote Miami-Dade County’s appeal as a tourist destination. The Tourist Development Council Grants Program supports approximately 100 diverse cultural projects each year, serving all thirteen districts. Applicants are offered one-on-one consultations, workshops and technical assistance, including a corrections process, prior to the panel review. The grant recommendations were reviewed and approved by the Tourist Development Council, chaired by County Commissioner Keon Hardemon on September 21, 2023.

Recommendation

It is recommended that the Board of County Commissioners approve the funding of 17 grants for a total of \$194,750.00 from the FY 2022-2023 Tourist Development Council Grants Program – Fourth Quarter. Attached is a list describing the projects being recommended for funding. In addition, it is recommended that Resolution No. R-130-06 (requiring contracts with non-governmental entities be signed by the other parties before being submitted to the Board of County Commissioners) be waived in order to expedite the allocation of funding support for these time-sensitive, tourism-oriented, and community events.

Scope

The impact of this agenda item is countywide.

Delegation of Authority

The County Mayor or Mayor’s designee is delegated the authority 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 \$2,450,320.00 from FY 21-22 in unspent grant funds was carried over and is being

appropriated as part of the FY 22-23 program. TDC grants are disbursed through Fund ST002, Account 5606250000.

Pursuant to Ordinance No. 22-117, \$1.375 million has been allocated for FY 2022-23 Tourist Development Council (TDC) Grants (\$1.275 million from Fund ST002 plus \$100,000.00 from Fund ST003). The current Fourth Quarter recommendations, totaling \$194,750.00, continue the recommended TDC grant allocations for this fiscal year.

Track Record/Monitor

Each recommended organization has a track record for responding to Departmental grant requirements and contractual conditions. Marialaura Leslie, Interim 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 should be noted that the Tourist Development Council Grants program operates on a quarterly basis and when taken together all four quarters provide a picture of the entire year of activities and the broad diversity of applicants and projects. In addition, the Department's grants programs are promoted to hundreds of organizations and individuals through the Department's e-newsletter, through social media, in open workshops and on the Department's website. The Department also works closely with the Greater Miami Convention & Visitors Bureau, the Greater Miami and the Beaches Hotel Association, and other tourism interests represented by members on the Tourist Development Council to ensure that notice of the grants opportunities is widely distributed. Interested applicants are encouraged to attend free, Zoom workshops that are held throughout the year and explain the grants process. One-on-one consultations are also offered in multiple languages. The Department grants administrators work closely with applicants to ensure their success and account for the fact that virtually all of the organizations that apply are recommended for funding support. In addition, these grants administrators are friendly and knowledgeable and understand that it is essential to make applicants of all sizes and backgrounds feel welcome and well-served. Applications are fairly and thoroughly evaluated pursuant to the published review criteria in public meetings by the nine-member Tourist Development Council, chaired by County Commissioner Keon Hardemon, and applicants are encouraged to attend the meetings.

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 2022-2023 Tourist Development Council (TDC) Grants Program
 Fourth Quarter (events taking place between July 1 - September 30)**

Organization/
 Project Description

FY 2022-2023
 TDC Recommendation

- | | | |
|----|--|-----------------|
| 1. | <p><u>Across Missions, Inc.</u>
 8800 SW 149th Street, Palmetto Bay, Florida 33176
 Organization Established in 2009
 District Location(s) for Project Activity: 6*
 <i>"The Tempest" by William Shakespeare</i>
 Funds are requested to present "The Tempest" in Coral Gables on September 2 and 3, 2023. "The Tempest" will be directed by Vicente Albarracin, with one performance produced with ASL Interpretation and Adaptations and free admission. The play is an adaptation filled with humor and fantastical characters, making it accessible to children while conveying its brotherhood and justice message. The project activities will take place at the following venue: Sanctuary of the Arts.</p> | Award: \$7,500 |
| 2. | <p><u>Arca Images, Inc.</u>
 One Alhambra Circle, # 404, Coral Gables, Florida 33134-4679
 Organization Established in 2001
 District Location(s) for Project Activity: 5*
 <i>José Martí In Miami: "Hierro" by Carlos Calderón</i>
 Funds are requested to support 8 performances of "Hierro," a play written and directed by Cuban-Spanish writer Carlos Celdrán, that brings to life the real José Martí, a leading figure in the history of Cuba and Latin America. The target audience is the English and Spanish-speaking population of South Florida, and tourists seeking a great evening of theater. Performances will be in Spanish with simultaneous English translation from July 27- August, 6, 2023. The project activities will take place at the following venue: Miami-Dade Country Auditorium.</p> | Award: \$10,000 |
| 3. | <p><u>Area Performance Gallery, Inc. d/b/a Area Stage Company</u>
 5701 Sunset Drive, Suite 286, Miami, Florida 33143
 Organization Established in 1990
 District Location(s) for Project Activity: 2*
 <i>Disney's The Little Mermaid</i>
 Funds are requested to support Area Stage Company production of Disney's musical adaptation of award-winning film The Little Mermaid. With special permission from Disney, this will be the first production since the show's original Broadway run to utilize its original unpublished script, and director Giancarlo Rodaz, will utilize an immersive approach that has proved successful in prior productions. Performances will take place August 9 - 27, 2023. The project activities will take place at the following venue: Adrienne Arsht Center for the Performing Arts of Miami-Dade County.</p> | Award: \$15,000 |

* 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 2022-2023 Tourist Development Council (TDC) Grants Program
 Fourth Quarter (events taking place between July 1 - September 30)**

*Organization/
 Project Description*

**FY 2022-2023
 TDC Recommendation**

- | | | |
|-----------|---|------------------------|
| 4. | <p><u>AYUDA, Inc.</u>
 1203 71st Street, Miami Beach, Florida 33141
 Organization Established in 1977
 District Location(s) for Project Activity: 4*
 <i>Miami Beach Salsa Fest</i></p> <p>Funds are requested to support Miami Beach Salsa Fest, a free community event that was created by Melina Almodóvar to celebrate Latin music and its culture, on September 16, 2023. The event features live Latin music bands, local and out of country, to share in this experience. The project activities will take place at the following venue: North Beach Bandshell.</p> | Award: \$5,000 |
| 5. | <p><u>Coral Gables Congregational Church (United Church of Christ), Inc.</u>
 3010 De Soto Boulevard, Coral Gables, Florida 33134
 Organization Established in 1924
 District Location(s) for Project Activity: 6*
 <i>Community Arts Program (CAP) 2023 Summer Concert Series and Master Classes</i></p> <p>Funds are requested to support primarily local, national, and international marketing of the Community Arts Program (CAP) 2023 Summer Concert Series (38th year) and Master Classes. The total project is six concerts and four master classes with renowned classical and jazz artists, every other Thursday— June 8, 2023 through August 17, 2023. This request supports four concerts and three master classes scheduled for July 6 through August 17, 2023. The project activities will take place at the following venue: Coral Gables Congregational Church.</p> | Award: \$22,500 |
| 6. | <p><u>Delou Africa, Inc.</u>
 11054 SW 159th Terrace, Miami, Florida 33157
 Organization Established in 2010
 District Location(s) for Project Activity: 1*
 <i>DanceAfrica Miami 2023</i></p> <p>Funds are requested to support DanceAfrica Miami 2023, a three day cultural arts festival that will take place August 4 through August 6, 2023. DanceAfrica Miami 2023 will include African dance, drum, and music workshops, a FREE children's village, and a marketplace. The project activities will take place at the following venue: Florida Memorial University.</p> | Award: \$9,000 |

* 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 2022-2023 Tourist Development Council (TDC) Grants Program
 Fourth Quarter (events taking place between July 1 - September 30)**

*Organization/
 Project Description*

**FY 2022-2023
 TDC Recommendation**

- | | | |
|-----------|--|------------------------|
| 7. | <p><u>HAND2HANDTEAM CORP.</u>
 10702 NW 77th Street, Medley, Florida 33178
 Organization Established in 2021
 District Location(s) for Project Activity: 5*
 CALETA COMEDIA (VIVE LA IMPRO)</p> <p>Funds are requested to support La Caleta Comedia (VIVE LA IMPRO), an independent stand-up comedy and improvisation show. Its secretive nature, with secret comedians, makes it a unique alternative to Miami's comedy scene. La Caleta will be presented on July 29, August 26, and Sept 30, 2023, in a prominent tourist destination in Miami, welcoming visitors and promoting tourism through a rich tapestry of diverse and inclusive offerings. The project activities will take place at the following venue: CASA TIKI.</p> | Award: \$5,000 |
| 8. | <p><u>Hued Songs, Inc.</u>
 PO Box 630142, Miami, Florida 33180
 Organization Established in 2018
 District Location(s) for Project Activity: 4*
 <i>The Juneteenth Experience</i></p> <p>Funds are requested to support the 3rd annual production of Hued Songs' joyful multidisciplinary performance of The Juneteenth Experience. Taking place on June 19, 2023, the Juneteenth Experience is the culmination of a month-long celebration of community activations and performances across Miami-Dade County. The project activities will take place at the following venue: Miami Beach Bandshell.</p> | Award: \$15,000 |
| 9. | <p><u>Inffinito Art & Cultural Foundation, Inc.</u>
 8035 Noremac Avenue, Miami Beach, Florida 33141
 Organization Established in 2000
 District Location(s) for Project Activity: 4*; 5*
 <i>27th Inffinito Brazilian Film Festival</i></p> <p>Funds are requested to support the 27th Brazilian Film Festival, September 9 - 16, 2023. The event will take place in several venues across Miami Beach which include a screening of the film AmarElo - It's All for Yesterday and Emicida concert, competitive screenings, a virtual program at Inff.online platform, closing awards and free admission screening of the documentary Elis & Tom, and a luncheon. The project activities will take place at the following venues: New World Center Soundscape Park, Miami Beach Bandshell and Silverspot Cinemas.</p> | Award: \$17,500 |

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

**Miami-Dade County Department of Cultural Affairs
 FY 2022-2023 Tourist Development Council (TDC) Grants Program
 Fourth Quarter (events taking place between July 1 - September 30)**

*Organization/
 Project Description*

**FY 2022-2023
 TDC Recommendation**

- | | | |
|------------|--|------------------------|
| 10. | <p><u>Marti Productions, Inc.</u>
 9137 Fountainebleau Boulevard, Suite 7, Miami, Florida 33172
 Organization Established in 2008
 District Location(s) for Project Activity: 5*
 <i>Cecilia Valdes in Concert</i></p> <p>Funds are requested to support the Cuban zarzuela, "Cecilia Valdés de Gonzalo Roig en Concierto," based on the novel by Cirilo Villaverde, with musical accompaniment of the Florida Chamber Orchestra on August 27, 2023. The most important Cuban zarzuela for its quality and revelation of the interaction of classes and races in Havana, Cuba, it has a storyline that concerns the tragedy of manners, love, and revenge in 19th-century colonial Cuban society. The project activities will take place at the following venue: Miami-Dade County Auditorium.</p> | Award: \$5,000 |
| 11. | <p><u>Miami Hispanic Ballet Corp.</u>
 111 SW 5th Avenue, Miami, Florida 33130
 Organization Established in 1993
 District Location(s) for Project Activity: 3*; 4*; 5*
 <i>XXVIII International Ballet Festival of Miami</i></p> <p>Funds are requested to support the XXVIII International Ballet Festival of Miami, presented by the Miami Hispanic Ballet from July 22 - August 13, 2023. The festival presents worldwide ballet companies representing countries from Europe, Asia, Latin America and USA. The festival also incorporates a dance film series, art exhibits, book presentations, workshops, master classes and eight (8) live performances at several venues to provide an event that serves the diverse audience of Miami-Dade County. The project activities will take place at the following venues: Miami Hispanic Cultural Arts Center, Lehman Theater Miami Dade College North Campus and Miami Theater Center.</p> | Award: \$25,000 |
| 12. | <p><u>Miami Music Festival Inc.</u>
 1440 Ocean Drive, Miami Beach, Florida 33139
 Organization Established in 2014
 District Location(s) for Project Activity: 2*
 <i>Miami Music Festival 2023</i></p> <p>Funds are requested to support the Miami Music Festival (MMF) 2023 summer season from July 2 through July 30, 2023. MMF brings over 175 exceptional, emerging young artists from across the nation to train and perform in 20 high-caliber classical music productions for the Miami-Dade community. They study alongside an internationally distinguished faculty representing world-renowned organizations and perform in venues around Miami-Dade County. The project activities will take place at the following venues: Temple Emanu-El, Miami Beach Woman's Club and Miami Beach Community Church.</p> | Award: \$15,750 |

* 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 2022-2023 Tourist Development Council (TDC) Grants Program
 Fourth Quarter (events taking place between July 1 - September 30)**

*Organization/
 Project Description*

**FY 2022-2023
 TDC Recommendation**

- | | | |
|------------|--|------------------------|
| 13. | <p><u>Miami Takeover LLC</u>
 900 Brentwood Road, #92578, Washington, District of Columbia 20090
 Organization Established in 2013
 District Location(s) for Project Activity: 4*, 5*
 <i>Art of Go-Go Cultural Exchange Festival</i></p> <p>Funds are requested to support The Miami Takeover: Art of Go-Go event. The aim of this now annual event, held during the Miami Takeover weekend, is to celebrate, share and showcase the pillar of DC area culture and the official music of Washington, DC, through integrated activations of visual and audio artistry. The event is scheduled to take place on September 2, 2023, in North Miami Beach, Florida. The project activities will take place at the following venue: Miami Beach Bandshell and Marseilles Hotel. All grant funds are used for activities that occur in Miami-Dade County.</p> | Award: \$10,000 |
| 14. | <p><u>Primer Acto Florida Foundations, Inc.</u>
 516 De Soto Drive, Miami Springs, Florida 33166
 Organization Established in 2021
 District Location(s) for Project Activity: 5*
 <i>A Beautiful Island - La Isla Bonita</i></p> <p>Funds are requested to support "A Beautiful Island" (La Isla Bonita) to be presented from September 15 - 30, 2023. A musical comedy set in the 1950s in Miami, it explores the timeless emotions of five women trapped in an office. Fears of job loss and societal pressures buried their dreams until a coffee server stirred their hearts, sharing tales of a fantastic island where he had thrilling adventures. The production aims to make performing arts accessible and inclusive, adding English supertitles. The project activities will take place at the following venue: Koubek Center.</p> | Award: \$5,000 |
| 15. | <p><u>Siempre Flamenco, Inc.</u>
 8935 Byron Avenue, Surfside, Florida 33154
 Organization Established in 2002
 District Location(s) for Project Activity: 3*
 <i>17th annual Festival of Flamenco Song in Miami</i></p> <p>Funds are requested to support technical and production costs of the 17th annual Festival of Flamenco Song in Miami. The festival will present 4 concerts on September 15 - 17, 2023, featuring six guest artists from Spain. The project activities will take place at the following venue: Adrienne Arsht Center for the Performing Arts of Miami-Dade County.</p> | Award: \$7,500 |

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

**Miami-Dade County Department of Cultural Affairs
FY 2022-2023 Tourist Development Council (TDC) Grants Program
Fourth Quarter (events taking place between July 1 - September 30)**

Organization/
Project Description

FY 2022-2023
TDC Recommendation

- | | | |
|------------|--|------------------------|
| 16. | <p><u>The Key Biscayne Chamber of Commerce, Inc.</u>
88 W McIntyre Street, Suite 100, Key Biscayne, Florida 33149
Organization Established in 1957
District Location(s) for Project Activity: 7*
<i>Key Biscayne Chamber of Commerce and Visitors Center</i></p> <p>Funds are requested to support the Key Biscayne Chamber of Commerce's 24/7 Visitors Center, located at 88 W. McIntyre Street, Suite 100, Key Biscayne, FL. The Center is an ongoing project from October 1, 2022 to September 30, 2024. 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: Key Biscayne Chamber of Commerce.</p> | Award: \$15,000 |
| 17. | <p><u>The Opera Atelier, Inc.</u>
970 SW 1st Street, Suite 408, Miami, Florida 33130
Organization Established in 2012
District Location(s) for Project Activity: 6*
<i>Spain, My Love</i></p> <p>Funds are requested to support the performance of Spain, My Love, presented by the Opera Atelier on September 30, 2023. The production will feature Spanish-themed ballet, zarzuela, and opera selections and ensembles in collaboration with Arts Ballet Theatre of Florida, and Voices of Miami. The project activities will take place at the following venue: Miracle Theatre.</p> | Award: \$5,000 |

* 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 Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: December 12, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

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

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's 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)(3)
12-12-23

RESOLUTION NO. _____

RESOLUTION APPROVING THE FUNDING OF 17 GRANTS FOR A TOTAL OF \$194,750.00 FROM THE FISCAL YEAR 2022-2023 FOURTH QUARTER OF THE TOURIST DEVELOPMENT COUNCIL GRANTS PROGRAM ROOM TAX PLAN AND SURTAX CATEGORY TO PROMOTE MIAMI-DADE COUNTY TOURISM; WAIVING RESOLUTION NO. R-130-06, AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE GRANT AGREEMENTS WITH VARIOUS ENTITIES AND TO EXERCISE ALL PROVISIONS, INCLUDING CANCELLATION PROVISIONS CONTAINED THEREIN

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves funding of 17 grants for a total of \$194,750.00 from the FY 2022-2023 Fourth Quarter of the Tourist Development Council Grants Program-Room Tax Plan and Surtax Category to promote Miami-Dade County tourism by funding tourist-oriented cultural, sporting, television and special event/promotions as follows:

Across Missions, Inc.	\$7,500.00
Arca Images, Inc.	\$10,000.00
Area Performance Gallery, Inc. d/b/a Area Stage Company	\$15,000.00
AYUDA, Inc.	\$5,000.00
Coral Gables Congregational Church (United Church of Christ), Inc.	\$22,500.00
Delou Africa, Inc.	\$9,000.00
Hand2HandTeam Corp.	\$5,000.00
Hued Songs, Inc.	\$15,000.00
Inffinito Art & Cultural Foundation, Inc.	\$17,500.00
Marti Productions, Inc.	\$5,000.00

Miami Hispanic Ballet Corp.	\$25,000.00
Miami Music Festival, Inc.	\$15,750.00
Miami Takeover LLC	\$10,000.00
Primer Acto Florida Foundations, Inc.	\$5,000.00
Siempre Flamenco, Inc.	\$7,500.00
The Key Biscayne Chamber of Commerce, Inc.	\$15,000.00
The Opera Atelier, Inc.	\$5,000.00

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:

- | | |
|----------------------------------|----------------------|
| Oliver G. Gilbert, III, Chairman | |
| Anthony Rodríguez, Vice Chairman | |
| Marleine Bastien | Juan Carlos Bermudez |
| Kevin Marino Cabrera | Sen. René García |
| Roberto J. Gonzalez | Keon Hardemon |
| Danielle Cohen Higgins | Eileen Higgins |
| Kionne L. McGhee | Raquel A. Regalado |
| Micky Steinberg | |

The Chairperson thereupon declared this resolution duly passed and adopted this 12th day of December, 2023. 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

JUAN FERNANDEZ-BARQUIN, 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 2022-2023 Tourist Development Council Grants Program – Fourth Quarter (July 1 - September 30)

GRANT AWARD AGREEMENT - ARTICLE I

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

GRANTEE AND GRANT DESCRIPTION

- 1. GRANTEE: «Organization» (EIN#«Federal_ID»)
«Address», «City», «State» «Zip»
- 2. AMOUNT OF GRANT: «Award» (Reimbursement / Direct)
- 3. PROJECT: «Project_Title»
(as described in the program application and any revisions attached hereto)
- 4. ITEMIZED PROJECT BUDGET: (as described in the Restatement of Project Budget attached hereto)
- 5. PROJECT START DATE: July 1, 2023
- 6. PROJECT END DATE: September 30, 2023
- 7. GRANT START END: October 1, 2022
- 8. GRANT END DATE: September 30, 2023
- 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, 2022 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, 2022)
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 I.3) and the Itemized Project Budget (Article I.4) as attached to the Agreement as the Restatement of Project Budget, and has met and fulfilled all requirements as outlined in the Agreement, original application, and any other substantive materials as may be attached or included as a condition to this grant award, the Grantee must submit to the Director or his designee, a written Final Report documenting that the Grantee is meeting or has fulfilled all project and financial requirements. This report is to be received by the Director or his designee by the date specified in Article I.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 rear) clearly designating payment for expenses associated with the event. Cash, money orders, and/or cashier's checks are not acceptable unless the Grantee demonstrates one of these methods of payment are the only forms of payment accepted by the vendor providing grant-related services and/or commodities. In those cases, the Grantee must provide a copy of a contract, invoice, receipt, or other documentation supporting such cash payment is received, marked "paid" and signed by the vendor. 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. Documentation for electronic peer-to-peer money transfer transactions must include a copy of the grantee's bank statement highlighting the charge for the expense and copies of service agreements, original bills, invoices, vouchers or receipts supporting the payment. 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 I.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 printed and electronic promotional and marketing materials related to this grant including websites, news and press releases, public service announcements, broadcast media, event programs, videos, and publications: **"With the support of 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, television and/or online broadcast, we require the following voice-over language: **"This program is supported in part by the Miami-Dade County Department of Cultural Affairs."** For television and online broadcast, display of the County logo and the "www.miamidadearts.org" web address is required. The grantee must also use the County's logo in marketing and publicity materials, including but not limited to newsletters, press releases, brochures, fliers, websites, online content or any other materials for dissemination to the media or general public. The County logo is available at www.miamidadearts.org under Grantee Resources. Grantees are required to credit the County's support in any communications about the grant-funded project on social media platforms using @MiamiDadeArts and #MiamiDadeArts.

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

In addition, grantees receiving funds through the YEP, SAS-C and AKI grant programs must include The Children's Trust logo and the following statement in all printed and electronic materials related to the grant project, including but not limited to newsletters, press releases, brochures, fliers, websites, online content or any other materials for dissemination to the media or general public:

"[Provider 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 "[Provider 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 2022-2023
Grant Program Name: Tourist Development Council Grants Program - 4th Quarter (July 1 - September 30)
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:

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

Numbers of Individuals with Disabilities to be Served (<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
			Grant Amount % of Total Cash Revenues:
SUBTOTALS			
GRANT AMOUNT			
CASH REVENUES ~ GRANT AMOUNT			
TOTAL REVENUES		TOTAL IN-KIND %	