

MEMORANDUM

Agenda Item No. 8(C)(1)


TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: March 17, 2026

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving the funding of 36 grants for a total of \$461,350.00 from the Fiscal Year 2025-2026 Second 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 Senator Renè Garcia.



Geri Bonzon-Keenan
County Attorney

GBK/wm

MDC001

Memorandum



Date: March 17, 2026

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: FY 2025-2026 Tourist Development Council Grants Program - Second
Quarter Recommendations for a Total of \$461,350.00

Executive Summary

This item is requesting that the Board of County Commissioners (Board) approve the recommendations of the Fiscal Year 2025-2026 Tourist Development Council (TDC) Grants Program - Second Quarter (supporting events and activities in January, February and March), totaling \$461,350.00 for 36 applicants. With four deadlines a year, this 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 Commission Districts. The Department of Cultural Affairs' (Department) grants programs are promoted to hundreds of organizations and individuals through the Department's e-newsletter, press releases, through social media, in regular ongoing workshops, through partner organizations, in collaboration with Commission District offices, grants informational flyers, and on the Department's website. 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 January 20, 2026. The funds were approved through the FY 2025-2026 County budget process.

Recommendation

It is recommended that the Board of County Commissioners approve the funding of 36 grants for a total of \$461,350.00 from the FY 2025-2026 Tourist Development Council Grants Program – Second 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

The FY 2025-2026 Adopted Budget indicates that the item has been budgeted. Refer to the table below for additional information. The current Second Quarter recommendations, totaling \$461,350.00, continues the recommended TDC grant allocations for this fiscal year.

Revenue Name	Budget Reference	Fund Code	Revenue Amount
<ul style="list-style-type: none">• Tourist Development Room Tax• Hotel/Motel Food and Beverage Surtax• GMCVB agreement (\$25,000)	FY 2025-26 Adopted Budget Ordinance No. 25-98, Attachment H, page 309	S1034	\$1,450,000

Track Record/Monitor

Each recommended organization has a track record for responding to Departmental grant requirements and contractual conditions. Ashlee Thomas, 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.

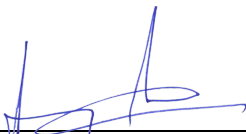
The TDC specifically evaluated each applicant organization based on the following competitive review criteria: (1) tourism impact/marketing plan; (2) hotel accommodations (3) quality and track record, event coordination, management, and efforts to comply with and incorporate the American with Disabilities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

It should be noted that the TDC Grants Program operates on a quarterly basis and, when taken together, all four quarters provide a picture of 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 and Visitors Bureau, the Greater Miami and the Beaches Hotel Association, and other tourism interests represented by members on the TDC to ensure that notice of the grants opportunities is widely distributed. Interested applicants are encouraged to attend free 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 TDC, 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 TDC 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.



Jimmy Morales
Chief Operating Officer

**Miami-Dade County Department of Cultural Affairs
FY 2025-2026 Tourist Development Council (TDC) Grants Program
Second Quarter (events taking place January 1 - March 31)**

*Organization/
Project Description*

*FY 2025-2026
TDC Recommendation*

1. **Actors' Playhouse Productions, Inc.** **Award: \$30,000.00**
280 Miracle Mile, Coral Gables, Florida 33134
Organization Established in 1988
District Location(s) for Project Activity: 6
Dear Evan Hansen Miami

Funds are requested to support the six-time Tony winning Broadway musical *Dear Evan Hansen* as a South Florida regional premiere, running February 11 - March 8, 2026. The incredible musical is entertaining and moving with tremendous social and human impact. The production will be directed by Stephen Christopher Anthony, a protege of Actors' Playhouse, who previously portrayed the role of Evan Hansen on Broadway and the national tour. The project activities will take place at the following venue: Actors' Playhouse at the Miracle Theatre.

2. **Adrienne Arsht Center Trust, Inc.** **Award: \$15,000.00**
1300 Biscayne Boulevard, Miami, Florida 33132
Organization Established in 1991
District Location(s) for Project Activity: 3
Flamenco Festival Miami 2026

Funds are requested to support the Adrienne Arsht Center's signature series, *Flamenco Festival Miami 2026*, featuring renowned dancer and choreographer Sara Baras and a company of 13 musicians and dancers, performing on February 28 and March 1, 2026. Baras's highly anticipated new production will take audiences on a choreographic journey through 15 distinct pieces across four acts, showcasing her lightning-fast footwork, intricate body movements, commanding stage presence, and masterful choreography. The project activities will take place at the following venue: Adrienne Arsht Center for the Performing Arts of Miami-Dade County.

3. **Beautiful Gates Production, LLC.** **Award: \$5,000.00**
1701 NE 171 Street, North Miami Beach, Florida 33162
Organization Established in 2023
District Location(s) for Project Activity: 3
Maya & Xavier's Pots & Passages: The Culinary Tour

Funds are requested to support *Maya & Xavier's Pots & Passages: The Culinary Tour*, a cultural program celebrating the food traditions and stories of Miami-Dade County's heritage neighborhoods. Running every Saturday and Sunday, starting in January 2026, the tour offers immersive culinary experiences paired with an accompanying art exhibition, designed to attract residents and visitors and promote cultural tourism throughout the region. The project activities will take place at the following venues: Little Haiti Cultural Complex, Piman Bouk Bakery, Toussaint Louverture Memorial Statue, Toussaint Louverture Memorial Statue, Black Archives – Historic Lyric Theater, and Dana A. Dorsey House.

**Miami-Dade County Department of Cultural Affairs
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Second Quarter (events taking place January 1 - March 31)**

*Organization/
Project Description*

*FY 2025-2026
TDC Recommendation*

4. **Beaux Arts of the Lowe Art Museum of the University of Miami, Inc.** **Award: \$11,250.00**
1301 Stanford Drive, Coral Gables, Florida 33146
Organization Established in 1963
District Location(s) for Project Activity: 7
Beaux Arts Festival of Art 2026
- Funds are requested to support the *75th Annual Beaux Arts Festival of Art*, a free, volunteer-organized event that invites the public to celebrate creativity and community. Scheduled to take place January 17 -18, 2026, the festival attracts thousands of visitors and features over 200 juried exhibitors, presenting exceptional works across a diverse range of artistic disciplines. The project activities will take place at the following venues: Lowe Art Museum and Along Stanford Drive at the University of Miami.
5. **Center for the Advancement of Jewish Education, Inc.** **Award: \$8,100.00**
4200 Biscayne Boulevard, Miami, Florida 33137
Organization Established in 1944
District Location(s) for Project Activity: 3, 4, 5, 6
Miami Jewish Film Festival
- Funds are requested to support the *29th Miami Jewish Film Festival*, the largest festival of its kind, dedicated to fostering connections among filmmakers, educators, industry professionals, and Miami audiences through film screenings, panel discussions, and special events. The 2026 Festival, taking place January 14–29, 2026, and will feature over 70 screenings, presented both in person across Miami-Dade County and virtually through online streaming. The project activities will take place at the following venues: The Miami Beach Bandshell, Coral Gables Art Cinema, Miami Theater Center, O Cinema South Beach, and the Michael-Ann Russell Jewish Community Center.
6. **Chopin Foundation of the United States, Inc.** **Award: \$10,500.00**
1440 79 Street Causeway Suite 117, Miami, Florida 33141
Organization Established in 1977
District Location(s) for Project Activity: 4, 7
Chopin Foundation Concerts January - March 2026
- Funds are requested to support the Chopin Foundation’s concert series, scheduled from January 11 - March 29, 2026. Programming includes two *Chopin for All* free concerts on January 11 and February 15; two Chopin Salon events on January 25 and March 29; and a partnership concert presented in collaboration with the Village of Key Biscayne on March 1. The project activities will take place at the following venues: Granada Church, Miami Beach Woman's Club and the Key Biscayne Community Center.

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*FY 2025-2026
TDC Recommendation*

7. **CI Foundation, Inc.** **Award: \$10,000.00**
7150 SW 139 Street, Miami, Florida 33158
Organization Established in 2011
District Location(s) for Project Activity: 5
Miami Billfish Tournament of Champions
- Funds are requested to support the CI Foundation's *Miami Billfish Tournament of Champions*, taking place February 5–7, 2026. The tournament draws professional teams from across the country to compete during South Florida's sailfish season, offering a weekend of high-stakes competition paired with premier entertainment and dining from leading local restaurants. Hosted by the CI Foundation to benefit its marine-focused programs, the tournament underscores its status as a signature competitive and philanthropic event. The project activities will take place at the following venue: Miami Beach Marina.
8. **City Theatre, Inc.** **Award: \$14,000.00**
444 Brickell Avenue, Suite 229, Miami, Florida 33131
Organization Established in 1996
District Location(s) for Project Activity: 3
City Theatre's "How to Break in a Glove" by Chris Anthony Ferrer
- Funds are requested to support City Theatre's world premiere production of *How to Break in a Glove* by Miami playwright Chris Anthony Ferrer, running February 5–22, 2026. Set in 1999 Hialeah, the play explores themes of family, identity, and resilience within the local community. This production advances City Theatre's mission to tell Miami's stories and supports Miami-Dade County's tourism efforts through authentic, culturally resonant programming. The project activities will take place at the following venue: Adrienne Arsht Center for the Performing Arts of Miami-Dade County.
9. **Debris Free Global, Inc.** **Award: \$5,000.00**
3775 Loquat Avenue, Miami, Florida 33133
Organization Established in 2014
District Location(s) for Project Activity: 8
REUSE-A-PALOOZA 2026
- Funds are requested to support *REUSE-A-PALOOZA 2026*, a free multidisciplinary community festival, scheduled to take place on February 21, 2026. The festival unites artists, cultural organizations, and environmental leaders to creatively address Miami-Dade's waste challenges. Through live performances, participatory installations, and hands-on reuse workshops, the event transforms sustainability into a vibrant cultural experience, accessible to all residents and visitors. The project activities will take place at the following venue: Dennis C. Moss Cultural Arts Center.

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*Organization/
Project Description*

*FY 2025-2026
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10. **Doral Contemporary Art Museum, Inc.** **Award: \$5,000.00**
5775 NW 84th Avenue, Doral, Florida 33166
Organization Established in 2018
District Location(s) for Project Activity: 12
Women of Vision Exhibition 2026
- Funds are requested to support the Doral Contemporary Art Museum (DORCAM)'s 9th Annual International Women's Month exhibition, *Women of Vision 2026*. This month-long celebration of female artists features an art exhibition, artist talks, and community events highlighting women's creative achievements and perspectives. *Women of Vision 2026* will be presented March 4–29, 2026, at DORCAM's pop-up space at City Place Doral. The project activities will take place at the following venues: City Place Doral.
11. **Dr. Martin Luther King Jr. Parade and Festivities Committee** **Award: \$25,000.00**
12864 Biscayne Boulevard #436, Noth Miami, Florida 33181
Organization Established in 1980
District Location(s) for Project Activity: 2, 3
2026 MLK Holiday Parade & Festival
- Funds are requested to support the nation's oldest and largest Martin Luther King Holiday Parade and Festival, taking place January 19, 2026. The event draws tourists from across the U.S. and the Caribbean, and celebrates human dignity and community values. Beginning in Liberty City and concluding at Martin Luther King Park, the festival showcases diverse cultures and features arts programming, live entertainment, and culinary experiences that honor civic pride, foster community unity, and promote education, growth, and development. The project activities will take place at the following venues: Streets of Liberty City and Martin Luther King Memorial Park.
12. **El Ingenio, Inc.** **Award: \$4,500.00**
6300 SW 20 Terrace, Miami, Florida 33155
Organization Established in 2011
District Location(s) for Project Activity: 3, 5
Casandra, International Women's Theater Festival
- Funds are requested to support *Casandra: The International Women's Theater Festival*, now in its tenth year, which spotlights international work by women in the performing arts. The festival will take place March 14–22, 2026. Programming includes five performances by international and local artists, as well as concerts, a visual art exhibit, an installation/performance, a film screening, a magazine launch, and a panel discussion. The project activities will take place at the following venues: Sandrell Rivers Theater, Koubek Center, Cuba 8 Museum.

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13. **Florida International University Board of Trustees for the benefit of the School of Music** **Award: \$5,000.00**
11200 SW 8 Street, MARC 430, Miami, Florida 33199
Organization Established in 1965
District Location(s) for Project Activity: 11
Miami International GuitART Festival
- Funds are requested to support the *Miami International GuitART Festival* taking place February 15–22, 2026. The festival will feature world-renowned musicians, including Rene Izquierdo (Cuba/USA), João Luiz (Brazil/USA), Celil Refik Kaya (Turkey/USA), Maurizio Mastrini (Italy), Freddie Bryant (USA), Emiliano Leonardi (Italy), and Deepak Ram (South Africa/USA). Programming includes 10 concerts, 5 masterclasses, 6 lectures, a composition competition, and a luthiers expo, providing diverse opportunities for public engagement and artistic exchange. The project activities will take place at the following venue: Herbert and Nicole Wertheim Performing Arts Center at Florida International University.
14. **GableStage, Inc.** **Award: \$12,000.00**
1200 Anastasia Avenue, Suite 230, Coral Gables, Florida 33134
Organization Established in 1979
District Location(s) for Project Activity: 6
Prayer for the French Republic by Joshua Harmon
- Funds are requested to support the marketing and promotional activities for the production of *Prayer for the French Republic* by Joshua Harmon, scheduled from February 11 through March 8, 2026. The project activities will take place at the following venue: GableStage.
15. **GroundUP Music Foundation, Inc.** **Award: \$12,000.00**
4707 North Bay Road, Miami Beach, Florida 33140
Organization Established in 2013
District Location(s) for Project Activity: 4
10th Annual GroundUP Music Festival
- Funds are requested to support the 10th annual *GroundUP Music Festival*, taking place March 13–15, 2026. Festival artists include five-time Grammy-winning ensemble Snarky Puppy, rock legend Ricki Lee Jones and more. The event draws attendees from around the world and offers an intimate, immersive experience. Unlike typical festivals with overlapping sets and barriers, GroundUP fosters close connections between artists and audiences, creating a unique and engaging musical environment. The project activities will take place at the following venue: Miami Beach Bandshell.

**Miami-Dade County Department of Cultural Affairs
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- | | <i>Organization/
Project Description</i> | <i>FY 2025-2026
TDC Recommendation</i> |
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| 16. | <p><u>Jorge M. Perez Art Museum of Miami-Dade County, Inc.</u>
 1103 Biscayne Boulevard, Miami, Florida 33132
 Organization Established in 1980
 District Location(s) for Project Activity: 3
 Get in the Game: Sports, Art, Culture</p> <p>Funds are requested to support <i>Get in the Game: Sports, Art, Culture</i>, an exhibition exploring the dynamic relationship between athletic performance and artistic expression. Coinciding with major sporting events in Miami, the exhibition invites audiences to reflect on the cultural impact of sports and the shared connections they inspire. <i>Get in the Game</i> will feature nearly 200 works by artists from around the world and will be on view from March 19 through August 23, 2026. The project activities will take place at the following venue: Jorge M. Pérez Art Museum of Miami-Dade County</p> | <p>Award: \$17,500.00</p> |
| 17. | <p><u>Kiwanis Club of Little Havana, Inc.</u>
 1400 SW First Street, Miami, Florida 33135
 Organization Established in 1977
 District Location(s) for Project Activity: 6
 Carnaval on the Mile</p> <p>Funds are requested to support the entertainment and production costs for <i>Carnaval on the Mile</i>, organized by the Kiwanis Club of Little Havana. The festival will take place March 7–8, 2026. <i>Carnaval on the Mile</i> is a weekend-long celebration of music and the arts, featuring regional art, live performances, fine cuisine, and children’s art and entertainment, providing an inclusive cultural experience for the entire community. The project activities will take place at the following venue: Miracle Mile (Coral Way).</p> | <p>Award: \$30,000.00</p> |
| 18. | <p><u>Miami Center for Architecture & Design, Inc.</u>
 2800 Ponce de Leon #1300, Coral Gables, Florida 33134
 Organization Established in 2013
 District Location(s) for Project Activity: 1, 3, 5, 6, 7
 Open House Miami 2026</p> <p>Funds are requested to support <i>Open House Miami</i>, taking place February 27–March 1, 2026. This three-day festival, presented at over 50 venues across Miami-Dade County, offers attendees unique access to workshops, behind-the-scenes building tours, and opportunities to engage with Miami’s world-renowned architects. <i>Open House Miami</i> provides unparalleled insight into the city—its places, people, projects, systems, and ideas—that shape Miami’s identity and future. The project activities will take place at the following venues: Coral Gables Chamber of Commerce Welcome Center, Vizcaya Museum & Gardens, Phillip and Patricia Frost Museum of Science, The Bass Museum of Art, and Opa-locka Preservation Association.</p> | <p>Award: \$10,000.00</p> |

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19. **Miami Design Preservation League, Inc.** **Award: \$17,500.00**
PO BOX 190180, Miami Beach, Florida 33119
Organization Established in 1976
District Location(s) for Project Activity: 5
Art Deco Weekend 2026

Funds are requested to support the *49th Annual Art Deco Weekend*, taking place January 9–11, 2026. As Miami Beach’s longest-running free community cultural festival, *Art Deco Weekend* was established in 1977 by the Miami Design Preservation League to attract visitors to the Art Deco District and promote awareness of the arts and culture of the Art Deco era. Today, the three-day festival draws over 100,000 attendees and features dozens of events celebrating design, history, music, and community culture. The project activities will take place at the following venues: Ocean Drive, Lummus Park, and the Wolfsonian-Florida International University.

20. **Miami International Ballet Competition, Inc.** **Award: \$7,500.00**
15939 Biscayne Boulevard, North Miami Beach, Florida 33160
Organization Established in 2013
District Location(s) for Project Activity: 2, 4
Miami International Ballet Competition 2026

Funds are requested to support the Miami International Ballet Competition, including competitor participation, guest jurors, workshops, and master classes, which will be held January 21–25, 2026. The project activities will take place at the following venues: Julius Littman Performing Arts Theater and Arts Ballet Theatre of Florida.

21. **Miami Light Project, Inc.** **Award: \$10,000.00**
PO Box 531385, Miami Shores, Florida 33153
Organization Established in 1989
District Location(s) for Project Activity: 3, 4
Global Cuba Fest 2026

Funds are requested to support *Global Cuba Fest 2026*, an internationally recognized festival showcasing leading musicians from Cuba and the Cuban Diaspora. Miami Light Project will co-present the festival with FUNDarte at the Miami Beach Bandshell on March 21, 2026. The festival will feature the all-female Cuban All-Stars, “Las Cubanazas,” including headliners Yusa, Melvis Santa, and Magela Herrera. The project activities will take place at the following venues: Miami Beach Bandshell and Miami Theater Center.

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22. **National Foundation for Advancement in the Arts, Inc.** **Award: \$12,000.00**
2100 Biscayne Boulevard, Miami, Florida 33137
Organization Established in 1981
District Location(s) for Project Activity: 3, 5, 6
2026 National YoungArts Week

Funds are requested to support 2026 *National YoungArts Week*, held at multiple venues across Miami from January 4–11, 2026. *National YoungArts Week* is an annual, weeklong, all-expenses-paid creative training program for young artists ages 15–18, providing opportunities to participate in classes with guest artists and present their work through nightly performances and exhibitions. The project activities will take place at the following venues: YoungArts Campus, New World Center, Marriott Miami Biscayne Bay, Books and Books, and Miami City Ballet.

23. **Patrons of Exceptional Artists, Inc.** **Award: \$10,000.00**
20191 East Country Club Drive #709, Aventura, Florida 33180
Organization Established in 1997
District Location(s) for Project Activity: 4
2026 Miami International Piano Festival (MIPF) Academy - Miami Beach

Funds are requested to support the acclaimed MIPF Piano Academy during its annual winter residency from January 5–13, 2026. The Academy will welcome up to 24 students from around the world to study under the guidance of renowned keyboard masters. Nightly concerts, offered free of charge, will provide both visitors and residents the opportunity to experience the extraordinary talent gathered for the week. All performances will be professionally recorded for international distribution, further extending the Academy’s artistic reach. The project activities will take place at the following venue: Miami Beach Women’s Club.

24. **Power Access, Inc.** **Award: \$10,000.00**
1616 Michigan Avenue Suite 1, Miami Beach, Florida 33139
Organization Established in 2014
District Location(s) for Project Activity: 4, 5
10th Annual South Beach Jazz Festival

Funds are requested to support the *10th Annual South Beach Jazz Festival*, taking place January 8–11, 2026, at venues throughout Miami Beach. The festival showcases artists of all abilities, including award-winning students, emerging talent, local legends, and nationally and internationally acclaimed performers. Drawing an audience of approximately 19,000 residents and visitors, the festival offers both free and ticketed performances, presenting the highest quality in live jazz music. The project activities will take place at the following venues: 1100-1111 Lincoln Plaza, Miami Beach Bandshell, Collins Park, Bass Museum, and Faena Theater.

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*Organization/
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*FY 2025-2026
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25. **Power2Voice, Corp.** **Award: \$5,000.00**
5775 NW 84 Avenue, Doral, Florida 33166
Organization Established in 2010
District Location(s) for Project Activity: 3, 5, 12
Miami Women's Month Festival 2026
- Funds are requested to support the second annual *Miami Women's Month Festival*, a month-long celebration held each March in honor of International Women's Month. The 2026 festival will take place March 1–30, 2026, across various locations and venues throughout Miami-Dade County. Through a vibrant program of artistic events, workshops, live performances and discussions, Power2Voice seeks to foster connection, amplify women's voices, and address critical issues affecting women both locally and globally. The project activities will take place at the following venues: City Place Doral, Miami Design District, Miami-Dade College Koubek Center, and CineBistro.
26. **Ruta Teatral Inc.** **Award: \$7,500.00**
1140 101 Street, Suite #402 B, Bay Harbor Islands, Florida 33154
Organization Established in 2017
District Location(s) for Project Activity: 5, 6, 9, 13
World Theatre Day Miami Festival, V Edition
- Funds are requested to support the fifth edition of the *World Theatre Day Festival Miami*, celebrating five years of growth while honoring International Theatre Day and Hispanic culture. The festival will feature eight free theatrical performances during the week of March 23 - 28, 2026. Funding will support venue rentals and marketing efforts, ensuring the festival remains accessible, highly visible, and impactful for the community. The project activities will take place at the following venues: Trail Theatre, Miami Dade College Koubek Center, Goodlet Theatre, Seminole Theatre, and the Tower Theatre.
27. **Seraphic Fire, Inc.** **Award: \$12,000.00**
2153 Coral Way Suite 401, Miami, Florida 33145
Organization Established in 2004
District Location(s) for Project Activity: 5, 6
Seraphic Fire Winter 2026 Season
- Funds are requested to support four Seraphic Fire performances, presenting three distinct choral music programs in Coral Gables and Miami Beach, between January 16 and March 20, 2026. These concerts will explore a wide range of musical genres and themes, including gospel, American folk traditions, and classical choral repertoire spanning multiple historical periods, with unifying thematic connections to nature. Performances will feature the Grammy-nominated Seraphic Fire vocal ensemble under the leadership of Artistic Director Patrick Dupre Quigley, with guest conductors Jason Max Ferdinand and Arianne Abela. The project activities will take place at the following venue: Church of the Little Flower, Miami Beach Community Church, and St. Philip's Episcopal Church.

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*Organization/
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28. **South Florida CFPNCG Host Committee, LLC** **Award: \$35,000.00**
14360 NW 77th Court, Miami Lakes, Florida 33016
Organization Established in 2018
District Location(s) for Project Activity: 1, 3, 5
College Football Playoff National Championship
- Funds are requested to support the College Football Playoff National Championship, to be held on January 19, 2026. Funding will also support a series of ancillary events associated with hosting participating college teams, university leadership, family members, and traveling fans, ensuring a seamless, high-quality, and memorable experience for all attendees. The project activities will take place at the following venues: Hard Rock Stadium, Lummus Park, Miami Beach Convention Center, The Fillmore Miami Beach, and Ice Palace Miami.
29. **South Florida Symphony Orchestra, Inc.** **Award: \$10,000.00**
441 NE 5 Avenue, Suite 3, Fort Lauderdale, Florida 33301
Organization Established in 1997
District Location(s) for Project Activity: 5
Masterworks III: Simon, Joachim, Mozart, Rimsky-Korsakov
- Funds are requested to support the South Florida Symphony Orchestra's (SFSO) 2025–26 Masterworks III concert, Simon, Joachim, Mozart, Rimsky-Korsakov, taking place on February 17, 2026. Conducted by Maestra Sebrina María Alfonso and featuring cellist Seth Parker Woods, the program includes Simon's *Four Black American Dances* (SFSO premiere), Joachim's *Had to Be* (Florida premiere), Mozart's *Symphony No. 35 "Haffner"*, and Rimsky-Korsakov's *Capriccio Espagnol*. This performance highlights diverse artistic voices while presenting enduring orchestral masterworks. The project activities will take place at the following venue: New World Center. All grant funds will be used for activities that take place in Miami-Dade County.
30. **TB Meets, Inc.** **Award: \$15,000.00**
4900 Alhambra Circle, Coral Gables, Florida 33146
Organization Established in 2021
District Location(s) for Project Activity: 11
Miami Grit Classic
- Funds are requested to support the *Miami Grit Classic*, an annual international gymnastics competition welcoming athletes of all skill levels from around the world. Scheduled for February 6–8, 2026, this prestigious event attracts teams and spectators from across the United States and abroad, providing a premier platform for gymnasts to showcase their talents and compete at a high level. The project activities will take place at the following venue: Miami-Dade County Fair & Exposition in Tamiami Park.

**Miami-Dade County Department of Cultural Affairs
FY 2025-2026 Tourist Development Council (TDC) Grants Program
Second Quarter (events taking place January 1 - March 31)**

*Organization/
Project Description*

*FY 2025-2026
TDC Recommendation*

31. **The Dave and Mary Alper Jewish Community Center, Inc.** **Award: \$10,000.00**
11155 SW 112 Avenue, Miami, Florida 33176
Organization Established in 1934
District Location(s) for Project Activity: 6, 7
2025-26 Alper JCC Miami Quarter 2 Cultural Arts
- Funds are requested to support a portion of the production costs associated with the Dave and Mary Alper Jewish Community Center’s cultural arts programming, taking place from January 2 through March 31, 2026. This programming includes the *45th Annual Berrin Family Jewish Book Festival*, a minimum of two fine arts exhibitions, and Holocaust Impact Theater. The project activities will take place at the following venues: The Dave and Mary Alper Jewish Community Center, The Gables Club, Temple Judea, Books & Books, and Temple Beth Am.
32. **The Key Biscayne Chamber of Commerce, Inc.** **Award: \$15,000.00**
88 West McIntyre Street, Suite 100, Key Biscayne, Florida 33149
Organization Established in 1957
District Location(s) for Project Activity: 7
Key Biscayne Chamber of Commerce and Visitor Center
- Funds are requested to support the Key Biscayne Chamber of Commerce’s 24/7 Visitor Center, located at 88 West McIntyre Street, Suite 100, Key Biscayne, Florida. Operating from October 1, 2025, through September 30, 2026, this ongoing initiative serves as a comprehensive resource for international, national, and local visitors. The ADA-compliant Visitor Center is staffed by knowledgeable personnel and provides access to more than 150 brochures, multilingual visitor guides, maps, Miami-Dade County transit information, and other tourism-related publications that enhance the visitor experience while promoting local businesses. The project activities will take place at the following venue: Key Biscayne Chamber of Commerce.
33. **The Musical Arts Association, Inc. dba The Cleveland Orchestra** **Award: \$14,000.00**
11001 Euclid Avenue, Cleveland, Ohio 44106
Organization Established in 1915
District Location(s) for Project Activity: 3, 9
The Cleveland Orchestra in Miami 2026 Residency
- Funds are requested to support The Cleveland Orchestra’s 2026 Miami Residency, a three-week series of performances and educational programs. Concerts will take place on January 23–24, 2026 and includes education concerts and coaching sessions for Miami-Dade County students. The Orchestra will return on March 27–28, 2026 for side-by-side performances with the New World Symphony. The project activities will take place at the following venues: Adrienne Arsht Center for the Performing Arts of Miami-Dade County and Coral Reef High School. All grant funds will be used for activities that take place in Miami-Dade County.

**Miami-Dade County Department of Cultural Affairs
FY 2025-2026 Tourist Development Council (TDC) Grants Program
Second Quarter (events taking place January 1 - March 31)**

*Organization/
Project Description*

*FY 2025-2026
TDC Recommendation*

34. **The New Theater Foundation, Inc.** **Award: \$5,000.00**
9911 NW 29th Street, Miami, Florida 33172
Organization Established in 2012
District Location(s) for Project Activity: 5
Santas y Perversas
- Funds are requested to support the Miami premiere of *Santas y Perversas*, a contemporary Spanish-language comedy by acclaimed playwright José Warletta, produced by The New Theatre Foundation, Inc. The production will be presented on Fridays from February 13 - March 27, 2026. The project activities will take place at the following venue: Tower Theatre.
35. **The Orange Bowl Committee, Inc.** **Award: \$21,000.00**
14360 NW 77th Court, Miami Lakes, Florida 33016
Organization Established in 1935
District Location(s) for Project Activity: 1, 4, 5, 6
College Football Playoff Quarterfinal at the Capital One Orange Bowl
- Funds are requested to support the College Football Playoff Semifinal at the Capital One Orange Bowl, scheduled for January 1, 2026. Grant funding will also support associated events, including activities for participating college teams, official events, and traveling fans, enhancing the overall visitor experience and ensuring the successful execution of this nationally recognized sporting event. The project activities will take place at the following venues: Hard Rock Stadium, Biltmore Hotel, The Bath Club, InterContinental Miami, and Fontainebleau Hotel.
36. **Village of Pinecrest - Pinecrest Gardens** **Award: \$15,000.00**
12645 Pinecrest Parkway, Pinecrest, Florida 33156
Organization Established in 1994
District Location(s) for Project Activity: 7
Jazz at Pinecrest Gardens and Tropical Nights Winter Jazz Concerts
- Funds are requested to support three concerts in the 16th season of the six-part Jazz Series, running from January 17 through March 14, 2026. Each Saturday evening concert will feature acclaimed artists in the 500-seat Banyan Bowl. Funding will also support two concerts in the three-part *Tropical Nights* series, which highlights the region's finest Latin jazz, also presented in the Banyan Bowl. These events provide cultural enrichment and increased visitor engagement, strengthening Miami's reputation as a premier destination for world-class music. The project activities will take place at the following venue: Pinecrest Gardens.



MEMORANDUM
(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: March 17, 2026

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(C)(1)

Please note any items checked.

- _____ **“3-Day Rule” for committees applicable if raised**
- _____ **6 weeks required between first reading and public hearing**
- _____ **4 weeks notification to municipal officials required prior to public hearing**
- _____ **Decreases revenues or increases expenditures without balancing budget**
- _____ **Budget required**
- _____ **Statement of fiscal impact required**
- _____ **Statement of social equity required**
- _____ **Ordinance creating a new board requires detailed County Mayor’s report for public hearing**
- _____ **No committee review**
- _____ **Applicable legislation requires more than a majority vote (i.e., 2/3’s present ____, 2/3 membership ____, 3/5’s ____, unanimous ____, majority plus one ____, 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) ____, CDMP 9 vote requirement per 2-116.1(4)(c) (2) ____)** to approve
- _____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(C)(1)
3-17-26

RESOLUTION NO. _____

RESOLUTION APPROVING THE FUNDING OF 36 GRANTS FOR A TOTAL OF \$461,350.00 FROM THE FISCAL YEAR 2025-2026 SECOND 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 36 grants for a total of \$461,350.00 from the FY 2025-2026 Second 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:

1.	Actors' Playhouse Productions, Inc.	\$30,000.00
2.	Adrienne Arsht Center Trust, Inc.	\$15,000.00
3.	Beautiful Gates Production, LLC	\$5,000.00
4.	Beaux Arts of the Lowe Art Museum of the University of Miami, Inc.	\$11,250.00
5.	Center for the Advancement of Jewish Education, Inc.	\$8,100.00
6.	Chopin Foundation of the United States, Inc.	\$10,500.00
7.	CI Foundation, Inc.	\$10,000.00
8.	City Theatre, Inc.	\$14,000.00
9.	Debris Free Global, Inc.	\$5,000.00
10.	Doral Contemporary Art Museum, Inc.	\$5,000.00
11.	Dr. Martin Luther King Jr. Parade and Festivities Committee	\$25,000.00

12.	El Ingenio Inc.	\$4,500.00
13.	Florida International University Board of Trustees for the benefit of the School of Music	\$5,000.00
14.	GableStage, Inc.	\$12,000.00
15.	GroundUP Music Foundation, Inc.	\$12,000.00
16.	Jorge M. Perez Art Museum of Miami-Dade County, Inc.	\$17,500.00
17.	Kiwanis Club of Little Havana, Inc.	\$30,000.00
18.	Miami Center for Architecture & Design, Inc.	\$10,000.00
19.	Miami Design Preservation League, Inc.	\$17,500.00
20.	Miami International Ballet Competition, Inc.	\$7,500.00
21.	Miami Light Project, Inc.	\$10,000.00
22.	National Foundation for Advancement in the Arts, Inc.	\$12,000.00
23.	Patrons of Exceptional Artists, Inc.	\$10,000.00
24.	Power Access Inc.	\$10,000.00
25.	Power2Voice, Corp.	\$5,000.00
26.	Ruta Teatral Inc.	\$7,500.00
27.	Seraphic Fire, Inc.	\$12,000.00
28.	South Florida CFPNCG Host Committee, LLC	\$35,000.00
29.	South Florida Symphony Orchestra, Inc.	\$10,000.00
30.	TB Meets, Inc.	\$15,000.00
31.	The Dave and Mary Alper Jewish Community Center, Inc.	\$10,000.00
32.	The Key Biscayne Chamber of Commerce, Inc.	\$15,000.00
33.	The Musical Arts Association, Inc. dba Cleveland Orchestra	\$14,000.00
34.	The New Theater Foundation, Inc.	\$5,000.00
35.	The Orange Bowl Committee, Inc.	\$21,000.00
36.	Village of Pinecrest - Pinecrest Gardens	\$15,000.00

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:

Anthony Rodriguez, Chairman
Kionne L. McGhee, Vice Chairman

Marleine Bastien	Juan Carlos Bermudez
Sen. René García	Oliver G. Gilbert, III
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Vicki L. Lopez
Natalie Milian Orbis	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared this resolution duly passed and adopted this 17th day of March, 2026. 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.



Melissa M. Gallo



MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS

FY 2025-2026 Tourist Development Council Grants Program – Second Quarter (January 1 - March 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: January 1, 2026
- 6. PROJECT END DATE: March 31, 2026
- 7. GRANT START END: October 1, 2025
- 8. GRANT END DATE: September 30, 2026
- 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

Director, Miami-Dade County Department of Cultural Affairs

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, 2024 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, 2025)
ARTICLES II, III, IV,V, VI and VII

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 I.1, and Miami-Dade County, Florida, a political subdivision of the State of Florida ("County"). 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 their 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. Grantee acknowledges that additional funds may become available to Grantee from the County after the effective date of this Agreement, but the County has no obligation whatsoever to provide Grantee with any funds beyond the amount of the grant set forth in Article 1.2. 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. If additional funds become available, the County will send written notice to the Grantee of the additional amount of funds awarded to Grantee along with a request that Grantee provide an updated budget to replace the Restatement of the Project Budget referenced in 1.4 and section 4 below and an updated project description to update the Project Description referenced in Article 1.3 and section 3 below. The County, through the Director (following consultation with the Cultural Affairs Council) shall have the sole and absolute discretion to approve, disapprove or request revisions to Grantee's proposed updated budget and project description in accordance with the award approved by the Board of County Commissioners. Upon the approval by the Director of the Grantee's updated budget and project description, this Agreement shall be amended accordingly to add any additional grant funds awarded by the Board of Commissioners to the total amount of this grant award.

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 purposed 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 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). Such amendments and/or project revisions shall be in accordance with the Board of County Commissioners' award of funds to the Grantee. 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 I.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. Any budget revisions shall be in accordance with the grant award approved by the Board of County Commissioners.

5. Grant End Date: The Grantee shall encumber all grant and matching funds on or before the Grant End Date as outlined in Article I.6. Any grant funds not encumbered by the Grant End Date or for which a project extension has not been requested, or any encumbered funds not 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 their 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 their designee by the date specified in Article I.7. in the form specific to the program through which this grant is being awarded. **The Grantee agrees and expressly understands that in making Final Report to the Department, any deviation from the grant expense budget attached to the Agreement as the Restatement of Project Budget must be requested in writing to the Director for their consideration prior to the Grant End Date stated in Article I.6 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.

Grantees of the Arts Education Initiatives, Cultural Advancement, Cultural Development, Festivals and Special Events, Hannibal Cox, Jr., Major Cultural Institutions and Youth Arts Miami grants programs shall submit an independent financial audit encompassing the grant period or financial statements encompassing the grant period or portion thereof prepared by an independent certified public accountant or corporate financial officer. If an audit or financial statements are not available, the Grantee shall attach a copy of the organization's last completed Form 990 submitted to the Internal Revenue Service. Grantees of the Developing Arts in Neighborhoods grant program with operating budgets of \$50,000 or more shall attach a copy of the organization's last completed Form 990 submitted to the Internal Revenue Service. The County reserves the right to request original documentation to substantiate grant expenditures.

Grantees of the Community Grants, Developing Arts in Neighborhoods Grant Program with operating budgets of \$50,000 or less, International Cultural Partnerships, Summer Arts & Science Camps for Kids, and Youth Arts Enrichment Grant Programs 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 County 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.7., the County may terminate the Agreement in accordance with Article II.14. Further, the Director or their 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 their 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 their designee conclude, 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 which significantly impact on the Grantee's ability to fulfill the conditions of this grant award, the Director or their designee must provide in writing to the Grantee, within sixty (60) 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 sixty (60) days of receipt of such notice, the Director, at their 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 after 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 their 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 their 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 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”](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, 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:

“[Grantee 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 “[Grantee 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 and shall remain at all times an independent contractor and is not, under any circumstances, to be considered an officer, employee

or agent of Miami-Dade County, its Board of County Commissioners, its Mayor, the Department of Cultural Affairs or the Cultural Affairs Council.

Under no circumstances shall any relationship between the Grantee, or any of its officers, employees, agents, contractors, or subcontractors, be construed to create any form of employment, partnership, agency, joint venture, or any other affiliation with 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 the acts and omissions of its officers, employees, agents, contractors, subcontractors, and assignees, and 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.

A. If Grantee is a Government Entity:

For causes of action where section 768.28, Florida Statutes, applies, Grantee's duty to indemnify and hold harmless the County is subject to the sovereign immunity limitations and claims bill requirement contained in section 768.28, Florida Statutes. In all other actions, Grantee shall indemnify, defend, and hold harmless the County and its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Grantee or its employees, agents, servants, partners, principals or subcontractors. Additionally, Grantee shall pay all claims and losses in connection therewith and shall investigate and, at the option of the County, 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 attorney's fees which may issue thereon, subject to the limitations of section 768.28, Florida Statutes, as may be amended. Grantee expressly understands and agrees that any insurance protection provided by Grantee or self- insurance 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.

B. All Other Grantees:

Grantee shall indemnify, defend, and hold harmless the County and its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by Grantee or its employees, agents, servants, partners, principals, or subcontractors. Additionally, Grantee shall pay all claims and losses in connection therewith and shall investigate and, at the option of the County, 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 attorney's fees which may issue thereon. Grantee expressly understands and agrees that any insurance protection provided by Grantee 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.

C. Term of Indemnification:

The provisions of Article 6 shall survive the expiration or termination of this Contract.

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, as well as section 617.0832, Florida Statutes;
- (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, and Section 11A-60-11A-67 of the County Code – Domestic Leave
- (g) “Nondiscrimination,” Section 2-8.1.5 of the Code, and Resolution No. R-1106-15
- (h) Debarment, Section 10-38 of the County Code
- (i) County Ordinance No. 99-5 – Domestic Violence Leave Ordinance
- (j) 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;
- (k) Section 2-8.1 l of the County Code regarding Delinquent and Currently Due Fees or Taxes
- (l) HIPPA of 1996, the Miami-Dade County Privacy Standards Administrative Order, and any other applicable laws

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

By entering this Contract, the Grantee and its Subcontractors are jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled “Employment Eligibility.” The Grantee affirms that (a) it has registered and uses the U.S. Department of Homeland Security’s E-Verify system to verify the work authorization status of all new employees of the Grantee; (b) it has required all Subcontractors to this Contract to register and use the E-Verify system to verify the work authorization status of all new employees of the Subcontractor; (c) it has an affidavit from all Subcontractors to this Contract attesting that the Subcontractor does not

employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for duration of the Contract.

If County has a good faith belief that Grantee has knowingly violated Section 448.09(1), Florida Statutes, then County shall terminate this contract in accordance with Section 448.095(5), Florida Statutes. In the event of such termination the Grantee agrees and acknowledges that it may not be awarded a public contract for at least one (1) year from the date of such termination and that Grantee shall be liable for any additional costs incurred by the County because of such termination.

In addition, if County has a good faith belief that a Subcontractor has knowingly violated any provisions of Sections 448.09(1) or 448.095, Florida Statutes, but Grantee has otherwise complied with its requirements under those statutes, then Grantee agrees that it shall terminate its contract with the Subcontractor upon receipt of notice from the County of such violation by Subcontractor in accordance with Section 448.095(5), Florida Statutes.

Any challenge to termination under this provision must be filed in the Circuit or County Court by the County, Grantee, or Subcontractor no later than twenty (20) calendar days after the date of contract termination. Public and private employers must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection.

Human Trafficking

By entering into, amending, or renewing this Contract, including, without limitation, a grant agreement or economic incentive program payment agreement (all referred to as the "Contract"), as applicable, the Grantee is obligated to comply with the provisions of Section 787.06, Florida Statutes ("F.S."), "Human Trafficking," as amended, which is deemed as being incorporated by reference in this Contract. All definitions and requirements from Section 787.06, F.S., apply to this Contract.

This compliance includes the Grantee providing an affidavit that it does not use coercion for labor or services. This attestation by the Grantee shall be in the form attached as the Human Trafficking Affidavit (the "Affidavit"), which is attached hereto and must be executed by the Grantee and provided to the County when entering, amending, or renewing this Contract.

This Contract shall be void if the Grantee submits a false Affidavit pursuant to Section 787.06, F.S., or the Grantee violates Section 787.06, F.S., during the term of this Contract, even if the Grantee was not in violation at the time it submitted its Affidavit.

Countries of Concern

By entering this Contract, the Grantee affirms that it is not in violation of Section 287.138, Florida Statutes, titled Contracting with Entities of Foreign Countries of Concern Prohibited. The Grantee further affirms that it is not giving a government of a foreign country of concern, as listed in Section 287.138, Florida Statutes, access to an individual's personal identifying information if: a) the Grantee is owned by a government of a foreign country of concern; b) the government of a foreign country of concern has a controlling interest in the Grantee; or c) the Grantee is organized under the laws of or has its principal place of business in a foreign country of concern as set forth in Section 287.138(2)(a)-(c), Florida Statutes. This affirmation by the Grantee shall be in the form attached to this Agreement as Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit, which is attached hereto and incorporated herein by reference. For purpose of this agreement the term "Foreign Country of Concern" shall mean the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

Florida Public Records

1. Grantee acknowledges that the County is subject to Chapter 119 of the Florida Statutes, known as the "Public Records Law". As such, items considered to be public records under the Public Records Law related to this Agreement shall be disclosed by the County upon a public records request in accordance with law.

2. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS GRAHAM WINICK, ASSISTANT DIRECTOR, 111 N.W. FIRST STREET, SUITE 625, MIAMI, FL 33128, (305) 375-2523 / Graham.Winick@miamidade.gov:

305. Where a Grantee is a "contractor," as defined in Florida Statutes, Section 119.0701, meaning that Grantee has entered a contract for services with the County and is acting on behalf of the County as provided under Florida Statutes, Section 119.011(2), the following shall apply:

305. Grantee shall comply with the Florida public records law, specifically to:

305. Keep and maintain public records required by the County to perform the service.

ii. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.

iv. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County upon completion of the Agreement, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the Agreement, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

b. A request to inspect or copy public records relating to this Agreement for services must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Grantee of the request, and the Grantee must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

305. If a Grantee does not comply with the County's request for records, the County shall enforce these requirements in accordance with the Agreement.

ii. A Grantee who fails to provide the public records to the County within a reasonable time may be subject to penalties under Florida Statutes, Section 119.10.

a. The Grantee shall be liable in any civil action brought due to Grantee's violation of Florida's public records laws and shall indemnify the County in accordance with Section II(d) herein.

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 County 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 Department of Cultural Affairs' grants programs. Reinstating the Grantee's eligibility to apply is also at the County's sole discretion and may only be considered after 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 regarding 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.

19. Proof of Licensure and Background Screenings:

- A. Grantee agrees to comply with all applicable federal, state, or local laws, regulations, ordinances, or resolutions requiring Grantee to be licensed or certified to provide services or to operate the facilities outlined in Article I.3. and shall furnish to the County a copy of all any applicable required current licenses or certificates within sixty (60) days of execution of this Agreement. The County shall not disburse any funds until it is provided with such licenses or certificates. Failure to provide and maintain verification of current and active licenses or certificates within sixty (60) days of execution of this Agreement and maintain the license during the period of the contract services of this Agreement may result in termination of this Agreement at the County's sole discretion.
- B. Grantee agrees to comply with all applicable federal, state, and local laws, regulations, ordinances, and resolutions regarding all background screenings of its employees, volunteers, subcontractors, and independent contractors that work directly with, or who may come into direct contact with, youths under 18 years of age, persons ages 65 years old and older, persons of any age that have disabilities, victims of domestic violence, and/or any vulnerable persons, as defined by section 435.02, Florida Statutes, as may be amended.

20. Florida Department of Agriculture and Consumer Services Registration: If applicable, pursuant to Chapter 496, Florida Statutes, known as the Solicitations of Contributions Act, the Grantee must register with the Florida Department of Agriculture and Consumer Services and submit to the County proof of registration upon request.

21. Business Application: Grantee shall be a registered vendor with the County's Department of Procurement Management for the duration of this Agreement. It is the responsibility of Grantee to file the appropriate Vendor Application and to update the Application file for any changes for the duration of this Agreement, including any option years.

22. Notice: In addition to any other notice requirement outlined in this Agreement, Grantee agrees to notify the County of any changes that may affect the County supported Program(s) under this Agreement within ten (10) days from the date of such a change's occurrence. It is also understood and agreed between the parties that any written notice addressed to Director, which is delivered by U.S. Mail or emailed to County, and any written notice addressed to Grantee, which is delivered by U.S. Mail or by email, shall constitute sufficient notice to either party.

All notices required or permitted under this Agreement which are delivered by U.S. Mail shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or by email. All notices shall be delivered to the following addresses:

(1) To the County:

ATTENTION: Ashlee K. Thomas, Interim Director
Miami-Dade County Department of Cultural Affairs
111 Northwest 1 Street, Suite 625
Miami, Florida 33128
(305) 375-4634 | Fax: (305) 375-3068
ashlee.thomas@miamidade.gov

To the Grantee:

Notice shall be given to at least one of the authorized representative(s) and business identified in Article I, in accordance with the Grant Agreement Instructions. Such representatives must be duly authorized, qualified, and capable of receiving legal notice and service of process on behalf of the organization within the State of Florida, in accordance with applicable laws and regulations. The contact information shall be updated promptly upon any change.

Either party may at any time designate a different mail or email address and/or contact person by giving written notice as provided above to the other party.

23. Venue and Governing Law: This Agreement is made in the State of Florida and shall be governed according to the laws of the State of Florida. Venue for this Agreement shall be Miami-Dade County, Florida.

ARTICLE III - INSURANCE

The Grantee must maintain and shall furnish upon request to the Director or their 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 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 - BREACH

- A. Breach:** A breach by Grantee shall have occurred if Grantee fails to meet the terms and conditions of this Agreement, including but not limited to the following: (1) Grantee fails to provide the project as outlined in Article 1.3. and for which a project amendment or revision has not been approved; (2) Grantee ineffectively or improperly uses the County funds allocated under this Agreement; (3) Grantee fails to remedy incorrect or incomplete (a) proof of expenditures to support disbursement requests or advance funding disbursements, or (b) detailed reports of expenditures or final expenditure reports; (4) Grantee refuses to allow the County access to records or refuses to allow the County to monitor, evaluate, and review Grantee's program; (5) Grantee discriminates under any of the laws outlined in Article 20 of this Agreement; (6) Grantee attempts to meet its obligations under this Agreement through fraud, misrepresentation, or material misstatement; (7) Grantee fails to correct deficiencies found during a monitoring, evaluation, or review within the specified time as described in communication from the County; (8) Grantee fails to issue prompt payments to small business subcontractors or follow dispute resolution procedures regarding a disputed payment involving grant funds awarded by the Board of County Commissioners (9) Grantee fails to submit official board minutes (if requested), or proof of tax status, as required by Article 16 of this Agreement; (10) Grantee fails to meet any of the terms and conditions of the Miami-Dade County Vendor Registration, including any and all required County affidavits or the State Affidavit; or (11) Grantee fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements and stipulations in this Agreement.

Waiver of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

- B. County Remedies:** If Grantee breaches this Agreement, the County may pursue any or all the following remedies:

1. The County may suspend payment in whole or in part under this Agreement by providing written notice to Grantee of such suspension and specifying the effective date thereof, at least five (5) days before the effective date of suspension. If payments are suspended, the County shall specify in writing the actions that must be taken by Grantee as condition precedent to resumption of payments and shall specify a reasonable date for compliance. The County may also suspend any payments in whole or in part under any other contracts between the County and Grantee. Grantee shall be responsible for all direct and indirect costs associated with such suspension, including attorney's fees.
2. The County may recapture a proportionate amount of funding caused by or due to the breach.

3. The County may terminate this Agreement by giving written notice to Grantee of such termination and specifying the effective date thereof. In the event of termination, the County may: (a) request the return of all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports, or equipment prepared and/or secured by Grantee with County funds under this Agreement; (b) recapture a proportionate amount of County funding or seek reimbursement of County funds allocated to Grantee under this Agreement; (c) terminate or cancel any other contracts entered into between the County and Grantee. Grantee shall be responsible for all direct and indirect costs associated with such termination(s), including attorney's fees.
 4. The County may seek enforcement of this Agreement, including but not limited to filing an action in a court of appropriate jurisdiction. Grantee shall be responsible for all direct and indirect costs associated with such enforcement, including attorney's fees.
 5. The County may debar Grantee from future County contracting. Any individual or entity who attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement may be debarred from County contracting for up to five (5) years.
 6. Any other remedy available at law or equity.
- C. **Waiver:** Failures or waivers to insist on strict performance of any covenant, condition, or provision of this Contract by the County shall not be deemed a waiver of any rights or remedies, nor shall it relieve Grantee from performing any subsequent obligations strictly in accordance with the term of this Agreement. No waiver shall be effective unless in writing and signed by the parties. Such waiver shall be limited to provisions of this Agreement specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.
- D. **Damages Sustained:** Notwithstanding the above, Grantee shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement, and the County may withhold any payments to Grantee until such time as the exact amount of damages due the County is determined. The County may also pursue any remedies available at law or equity to compensate for any damages sustained by the breach. Grantee shall be responsible for all direct and indirect costs associated with such action, including attorney's fees.

ARTICLE V. TERMINATION FOR CONVENIENCE

Notwithstanding anything to the contrary in Article 12, both parties agree that this Agreement may be terminated for convenience and without cause by either party hereto by written notice to the other party of such intent to terminate at least thirty (30) days prior to the effective date of such termination, and subject to the following terms and conditions.

- A. **Return of Unspent Funds.** Where Grantee issues a notice of termination for convenience, Grantee agrees to immediately cease encumbering or otherwise committing or spending County funds (including funds provided in the form of Advance payments) and agrees to return all such unencumbered/uncommitted/unspent County funds within thirty (30) calendar days from the effective date of such termination.
- B. **Equipment/Supplies.** In the event of Grantee's termination for convenience, any equipment or supplies purchased with County funding and with a purchase value of \$1,000.00 or greater may be subject to recapture by the County, in its discretion. Such equipment or supplies will be provided to the County within thirty (30) days of request by the County, at Grantee's sole expense.
- C. **Accounting and Documentation.** Grantee shall provide a detailed accounting of the unspent funds and any unencumbered County funds, along with the returned funds, to the County within the thirty (30) calendar day period specified above.

The Director or the Director's Designee is authorized to terminate this Agreement on the behalf of the County.

ARTICLE VI - SPECIAL CONDITIONS

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

Tourist Development Council grants are supported entirely through Tourist Development Room Tax Funds. **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 this grant.

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. All grant funding shall be used as outlined in Article I.3. and the Restatement of Project Budget. Grantee agrees that all sources and uses of the funds in Grantee's bank account where County funds paid pursuant to this Agreement are deposited shall be related to Grantee's official business activities and Program operations. 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.

In cases where the Grantee requires further deviation from the project description and/or budget included as part of the Grantee's program application or funding request information provided to the Miami-Dade County Department of Cultural Affairs as a direct result of a force majeure, the Grantee may submit a request in writing to the Director to amend the project description and/or line item budget changes necessary for the purpose of completing the project. 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 and will be reviewed on a case-by-case basis.

Grant funds may not be used for any of the following types of expenses: proposal preparation; repayment of prior debt or deficit reduction; expenses of a personal nature, 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 (with the exception of grantees of the International Cultural Partnerships Grant Program); 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; political and sectarian activities, cash prizes, awards, plaques, or scholarships; re-granting; lobbying, or for propaganda materials; attorneys' fees or litigation-related legal fees, financial investment services, investments, financing costs, bank fees, charitable contributions or donations; compensation for forfeited revenues such as grantee issued complimentary tickets, admissions or scholarships, etc.; 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; debt; mortgages; loans; lines of credit; credit cards; interest payments; late fees or other penalties; regulatory fines or penalties; tax fees, penalties, or liens; or for activities prohibited by federal, state or local law, or for any expense(s) not allowable pursuant to Grantee's Program budget(s) and corresponding budget justification(s) in this agreement.

- A. Adverse Actions or Proceeding:** Grantee shall not utilize County funds to retain legal counsel for any action or proceeding against the County or any of its agents, instrumentalities, employees, or officials. Grantee shall not utilize County funds to provide legal representation, advice, or counsel to any client in any action or proceeding against the County or any of its agents, instrumentalities, employees, or officials.

- B. Religious Purposes:** County funds shall not be used for religious purposes or to support any inherently religious activities, including, but not limited to, any religious instruction, worship, proselytization, publicity, or marketing materials.

Article VII – Audits and Internal Reviews by Office of Inspector General and Commission Auditor

Grantee understands that it may be subject to an audit, random or otherwise, by the County Auditor, the Office of the Miami-Dade County Inspector General or an Independent Private Sector Inspector General retained by the Office of the Inspector General, or the County Commission Auditor.

INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order No. 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (the "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, Grantee shall make available to the IPSIG retained by the County all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Grantee's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Grantee, its officers, agents, employees, Subcontractors, and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities, and performance of the Grantee in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Grantee or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract shall be one quarter of one percent (0.25%) of the total Contract amount which cost shall be included in the total Contract amount. The audit cost will be deducted by the County from progress payments to the Grantee. The audit cost shall also be included in all change orders and all Contract renewals and extensions.

Exception: The above application of one quarter of one percent (0.25%) fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Board; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order No. 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter of one percent (0.25%) in any exempted contract at the time of award.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present, and proposed County and Trust contracts, transactions, accounts, records, and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications, and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of IPSIGs to audit, investigate, monitor, oversee, inspect, and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Grantee, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Grantee from the Inspector General or IPSIG retained by the Inspector General, the Grantee shall

make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Grantee's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the Contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful Subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

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

Fiscal Year: FY 2025-2026
Grant Program Name: Tourist Development Council Grants Program - 2nd Quarter (January 1 - March 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:

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**

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 %	