Memorandum

MIAMI-DADE COUNTY

Date: November 17, 2026

Agenda Item No. 8(C)(4)

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

From: Daniella Levine Cava
Mayor

Subject: FY 2026-2027 Tourist Development Council Grants Program - First Quarter Recommendations for a Total of $231,100.00

Executive Summary

This item is requesting that the Board of County Commissioners (Board) approve the recommendations of the Fiscal Year 2026-2027 Tourist Development Council (TDC) Grants Program - First Quarter (supporting events and activities in October, November and December), totaling $231,100.00 for 25 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. Despite this outreach, no applications were received for the fourth quarter of this grants program representing work taking place in Commission District 1. However, over the course of the entire fiscal year, granted activities in this grants program are represented in all Commission Districts. The grant recommendations were reviewed and approved by the Tourist Development Council, chaired by County Commissioner Keon Hardemon on October 9, 2026. The funds were approved through the FY 2026-2027 County budget process.

Recommendation

It is recommended that the Board of County Commissioners approve the funding of 25 grants for a total of $231,100.00 from the FY 2026-2027 Tourist Development Council Grants Program – First Quarter. Attached is a list describing the projects being recommended for funding. In addition, it is recommended that Resolution No. R-130-06 (requiring contracts with non-governmental entities be signed by the other parties before being submitted to the Board of County Commissioners) be waived in order to expedite the allocation of funding support for these time-sensitive, tourism-oriented, and community events.

Scope

The impact of this agenda item is countywide.

Delegation of Authority

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 2026-2027 Adopted Budget indicates that the item has been budgeted. Refer to the table below for additional information. The current First Quarter recommendations, totaling $231,100.00, begins the recommended TDC grant allocations for this fiscal year.

Revenue Name	Budget Reference	Fund Code	Revenue Amount
• Tourist Development Room Tax • Hotel/Motel Food and Beverage Surtax • GMCVB agreement ($25,000)	FY 2026-27 Adopted Budget Ordinance No. 26-79, page 303	S1034	$1,475,000

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

Chris Hudtwalcker
Chief of Staff

Miami-Dade County Department of Cultural Affairs
FY 2026-2027 Tourist Development Council (TDC) Grants Program
First Quarter (events taking place between October 1 - December 31)

Organization/ Project Description | *FY 2026-2027 TDC Recommendation*

1. **Beatriz Valdés Studio** **Award: $3,000.00**
14615 North Miami Avenue, Miami, Florida 33168
Organization Established in 2021
District Location(s) for Project Activity: 2, 6
La mayoría de los suicidios ocurre en domingo

Funds are requested to support Most Suicides Occur on Sunday, a dark comedy about appearances and status in Miami's immigrant community, starring Amalia Gaute and Luis Manuel Álvarez, live music by Grettel Barreiro, directed by Raúl Martin, October 2, 3, 9 and 10, 2026, in an intimate chamber format. This run will enrich local culture, attract national and international visitors, and generate economic impact on Miami's tourism and hospitality sector. Planning activities will take place in District 2 while project activities will take place at the following venue: Regency Miami Hotel.

2. **Community Performing Arts Association, Inc.** **Award: $3,500.00**
15250 SW 108 Avenue, Miami, Florida 33157
Organization Established in 2001
District Location(s) for Project Activity: 9, 12
La Griteria Cultural Artistic Festival

Funds are requested to support La Griteria Cultural Artistic Festival, a celebration of art, culture, folklore and traditions of the Nicaraguan and Latin American, culture. This one-day event will be held on December 5, 2026. Planning activities will take place in District 9 while project activities will take place on 107 Avenue and West Flagler Street in the City of Sweetwater.

3. **DETA Friends, Inc.** **Award: $5,000.00**
6221 SW 63 Court, South Miami, Florida 33143
Organization Established in 2021
District Location(s) for Project Activity: 7, 10
USA Play Off Jr Orange Bowl Tournament

Funds are requested to support the promotion of the 2026 USA Playoff Series for the Jr Orange Bowl Tennis Championships, the only official qualification series in the USA that awards a Main Draw Wild Card into the prestigious Jr Orange Bowl International Tennis Championships. The series will be held on October 3 -24, 2026. This unique format creates the only pathway for US junior players to qualify directly for the Main Draw. The project activities will take place at the following venues: Continental Tennis Center and Miccosukee Golf & Country Club.

Miami-Dade County Department of Cultural Affairs
FY 2026-2027 Tourist Development Council (TDC) Grants Program
First Quarter (events taking place between October 1 - December 31)

Organization/ Project Description | *FY 2026-2027 TDC Recommendation*

4. **Dionysus in Miami** **Award: $3,000.00**
210 Sea View Drive, #605, Key Biscayne, Florida 33149
Organization Established in 2025
District Location(s) for Project Activity: 5, 7
The Stories We Carry: Voices of the Feminine

Funds are requested to support The Stories We Carry: Voices of the Feminine, presented by Dionysus in Miami, Inc., November 6–15, 2026. Presented as part of the 2026 International Brazilian Theater Festival – Miami, the project features Brazilian and South Florida artists through theater, dramatic readings, visual arts, and community engagement celebrating Brazilian culture and cultural exchange. Planning activities will take place in District 7 while project activities will take place at the following venue: Hispanic Cultural Arts Center.

5. **Florida International University Humanities Lab** **Award: $5,000.00**
11200 SW 8 Street, SIPA II 353, Miami, Florida 33199
Organization Established in 1965
District Location(s) for Project Activity: 3, 11
Jazz to Junkanoo

Funds are requested to support space rental and marketing expenses associated with the presentatation of "Jazz to Junkanoo," a two day public program that focus on the uniqueness and intersections between jazz and Junkanoo and how they continue to shape the cultural landscape in Miami. The project will take place November 13 and 14, 2026. Project activities will take place at the following venues: Florida International University and Marshall L. Davis, Sr. African Heritage Cultural Arts Center.

6. **Hand2HandTeam, Corp.** **Award: $5,000.00**
10702 NW 77 Street, Medley, Florida 33178
Organization Established in 2021
District Location(s) for Project Activity: 6, 12
The Tempest

Funds are requested for a premier, all-ages adaptation of a Shakespeare's classic, centered on Prospera—a Duchess mastering mystical arts on an enchanted island—this production transcends conventional staging by integrating comedy, original music, and striking visuals. The production features a sensory ecosystem where the spectator becomes an active participant. By breaking language barriers through an accessible narrative, "The Tempest" unites technical rigor and innovation to celebrate the common good. Planning activities will take place in District 12 while project activities will take place at the following venue: Trail Theater.

Miami-Dade County Department of Cultural Affairs
FY 2026-2027 Tourist Development Council (TDC) Grants Program
First Quarter (events taking place between October 1 - December 31)

Organization/ Project Description | *FY 2026-2027 TDC Recommendation*

7. **Iberoamerican Art Foundation, Inc.** **Award: $6,000.00**
10001 Winding Lake Road, #101, Sunrise, Florida 33351
Organization Established in 2016
District Location(s) for Project Activity: 7
Cinema Venezuela 2026

Funds are requested to support the 10th edition of Cinema Venezuela, a curated Venezuelan film showcase presented by Iberoamerican Art Foundation. Taking place November 5–8, 2026, the showcase features screenings of contemporary and classic Venezuelan films, filmmaker Q&A sessions, and community engagement activities that provide audiences with greater access to Venezuelan arts and culture. The project activities will take place at the following venue: Bill Cosford Cinema. All grant funds will be used for activities that take place in Miami-Dade County.

8. **Iberoamerican Films, Arts & Festival, Inc.** **Award: $6,000.00**
2050 Coral Way, #405, Miami, Florida 33145
Organization Established in 2025
District Location(s) for Project Activity: 5, 6
8th Edition of the Ibero American Film Festival Miami

Funds are requested to support the marketing and promotion of the 8th Ibero American Film Festival Miami (IAFFM) held in several venues throughout Miami-Dade County from November 7 - 15, 2026. The 70 films, presented in five different categories, represent Ibero American countries and include Brazil, as well as Portugal and Spain, and the work of local filmmakers. For this year, the Festival will be marketed with the tagline: IAFFM 2026: Miami: The Meeting Point for Ibero-American Cinema. The project activities will take place at the following venues: Koubek Center and Coral Gables Art Cinema.

9. **Imago por las Artes, Inc.** **Award: $7,500.00**
4028 SW 57 Avenue, Miami, Florida 33155
Organization Established in 2021
District Location(s) for Project Activity: 6, 7
ENTRELIBROS

Funds are requested to support the fourth edition of ENTRELIBROS, South Florida's premier Spanish-language children's book festival. Held October 14–18, 2026, the festival features a curated international book fair with 13 publishers from Spain, Latin America, and the USA, international authors and illustrators, storytelling, workshops, book signings, the ENTRELÍNEAS conference, and a month-long illustration exhibition "Cuentos de Ciudad " from October 14 - Nov 17, 2026. Planning activities will take place in District 7 while project activities will take place at the following venue: Coral Gables Museum.

Miami-Dade County Department of Cultural Affairs
FY 2026-2027 Tourist Development Council (TDC) Grants Program
First Quarter (events taking place between October 1 - December 31)

Organization/ Project Description | *FY 2026-2027 TDC Recommendation*

10. **Junior Orange Bowl Committee, Inc.** **Award: $9,000.00**
7314 SW 48 Street, Miami, Florida 33155
Organization Established in 1948
District Location(s) for Project Activity: 6, 7, 12
2026 Junior Orange Bowl International Tennis Tournament and Basketball Classic
Funds are requested to support the Jr. Orange Bowl Committee's International Tennis Championship (December 12-19, 2026) and National Basketball Classic (December 28-30, 2026), two major festival events that attract out-of-town participants to Miami-Dade County. Hosting approximately 1,500 registered athletes plus coaches, family, and friends, generating thousands of hotel room nights. The project activities will take place at the following venues: Crandon Park Tennis Center, Biltmore Tennis Center, Salvadore Park Tennis Center, and Belen Jesuit Preparatory School.

11. **Latinos Foundation, Inc.** **Award: $6,000.00**
10850 SW 88 Street, #109, Miami, Florida 33176
Organization Established in 2019
District Location(s) for Project Activity: 7, 12
The Miami Food and Art Festival
Funds are requested to support the 7th Edition of The Miami Food and Art Festival, which will take place on November 15, 2026. This family-oriented festival celebrates the rich cultural diversity of South Florida through a dynamic blend of visual arts, performing arts, cultural traditions, and international cuisine. Planning activities will take place in District 7 while project activities will take place at the following venues: Miccosukee Casino and Resort.

12. **Loxen Entertainment, Inc.** **Award: $10,000.00**
8600 NW 41 Street, Doral, Florida 33166
Organization Established in 2024
District Location(s) for Project Activity: 7, 12
"The Hunchback of Notre Dame" The Musical
Funds are requested to support Loxen Entertainment's production of The Hunchback of Notre Dame, a fully staged musical from November 6–15, 2026. Performed over six public performances, this professional-quality production will attract residents and cultural visitors from throughout Florida and beyond, generating tourism, supporting local businesses, and showcasing South Florida's exceptional performing arts talent. Planning activities will take place in District 12 while project activities will take place at the following venue: Michael-Ann Russell JCC.

Miami-Dade County Department of Cultural Affairs
FY 2026-2027 Tourist Development Council (TDC) Grants Program
First Quarter (events taking place between October 1 - December 31)

Organization/ Project Description | *FY 2026-2027 TDC Recommendation*

13. **Miami Dade College dba Miami Book Fair** **Award: $35,000.00**
300 NE 2 Avenue, Miami, Florida 33132
Organization Established in 1960
District Location(s) for Project Activity: 5, 6, 12,13
2026 Miami Book Fair

Funds are requested to support the 43rd annual Miami Dade College Miami Book Fair, a literary festival that includes author presentations, book exhibitors, educational programming, children's activities, music, dance, workshops, and a three-day street fair. The 2026 Fair will be primarily in-person with a small online component available through the MiamiBookFairOnline.com platform. Events will be held in Downtown Miami from November 15-22, 2026. The project activities will take place at the following venues: Miami Dade College, Wolfson Campus, JW Marriott Marquis, Palm Springs Middle School, South Miami Senior High School, and Sweetwater Elementary School.

14. **Miami Dance Futures, Inc.** **Award: $5,000.00**
8901 SW 79 Court, Miami, Florida 33156
Organization Established in 1988
District Location(s) for Project Activity: 5, 7
Daniel Lewis Dance Sampler

Funds are requested to support the 16th annual Daniel Lewis Dance Sampler (DLDS) featuring artists from the burgeoning South Florida dance community with one live performance on October 24, 2026. Planning activities will take place in District 7 while project activities will take place at the following venue: New World School of the Arts.

Organization/ Project Description | *FY 2026-2027 TDC Recommendation*

15. **Miami Short Film Festival, Inc.** **Award: $20,000.00**
3020 Marcos Drive, S-605, Aventura, Florida 33160
Organization Established in 2005
District Location(s) for Project Activity: 4, 5, 8
25th MIAMI short FILM FESTIVAL

Funds are requested to support the 25th Anniversary Edition of the Miami short Film Festival (November 13-15, 2026) showcasing the most captivating short films from around the world through nine curated screenings of 6–8 short films. The annual festival features more than 50 short films, industry seminars, filmmaker Q&As, and an official awards ceremony. Planning activities will take place in District 4 while project activities will take place at the following venues: Silverspot Cinema, O Cinema South Beach, and Deering Estate.

16. **Moulin Blue Professional Entertainment, Inc.** **Award: $5,000.00**
20971 SW 83 Avenue, Cutler Bay, Florida 33189
Organization Established in 2017
District Location(s) for Project Activity: 5, 8
The Genie's Holiday Wish 2026

Funds are requested to support two performances of "The Genie's Holiday Wish," an original holiday theatrical production returning in 2026 following its successful 2025 debut, scheduled for November 15, 2026 at 11:00 am. This production features internationally acclaimed illusionist Rogelio Ruiz and celebrated performer Ronald Liend. This dazzling production blends theatrical magic, dynamic dance choreography, holiday music, comedy, and stunning costume design. Planning activities will take place in District 8 while project activities will take place at the following venue: Manuel Artime Theatre.

17. **MUCE Educates** **Award: $5,000.00**
1301 NW 65 Street, #110, Miami, Florida 33147
Organization Established in 2015
District Location(s) for Project Activity: 3
MURAL MASTERS INVITATIONAL (MIAMI)

Funds are requested to support Mural Masters Miami, a live mural invitational and cultural festival presented by MUCE during Miami Art Week. The event takes place December 3–6, 2026. Elite muralists compete on 8x8 canvased walls in an arena-style format, creating public artworks while integrating music, fashion, VIP experiences, and cultural programming. The project activities will take place at the following venue: St. Pedestrian Mall.

Organization/ Project Description *FY 2026-2027 TDC Recommendation*

18. **MUD Foundation, Inc.** **Award: $6,000.00**
4253 SW 6 Street, Coral Gables, Florida 33134
Organization Established in 2017
District Location(s) for Project Activity: 6, 7
The City of Data

Funds are requested to support The City of Data, a three-day augmented reality public art program from December 2–4, 2026, at venues across Coral Gables and Miami during Miami Art Week. The program commissions international, national, and local artists to transform open civic datasets into an accessible WebXR artworks accessible via smartphone, drawing visitors and tourists to the city. Planning activities will take place in District 6 while project activities will take place at the following venues: University of Miami and Virtual Experiences Simulation Lab (VESL).

19. **Museum of Contemporary Art, Inc.** **Award: $30,000.00**
770 NE 125 Street, North Miami, Florida 33161
Organization Established in 33161
District Location(s) for Project Activity: 2
MOCA Fall Exhibitions and Special Programs: Miami Art Week 2026

Funds are requested to support Museum of Contemporary Art North Miami's Miami Art Week 2026 programming, centered on "Geoffrey Holder: Black Magic," the first museum survey dedicated to Holder's paintings and mixed-media works inspired by Caribbean life, spirituality, and the human figure. Presented during Miami Art Week (Nov 29-Dec 6, 2026), the works on view will engage local, national, and international visitors through exhibition tours, curator-led talks, public programs, and opening events. The project activities will take place at the following venue: Museum of Contemporary Art.

20. **Orchestra Miami, Inc** **Award: $8,100.00**
P.O. Box 557598, Miami, Florida 33255
Organization Established in 2006
District Location(s) for Project Activity: 3, 5
Orchestra Miami's 2026 New Year's Eve Celebration

Funds are requested to support Orchestra Miami's New Year's Eve Celebration, an open-air concert on Dec. 31, 2026 on Miami Beach. This family-friendly event includes pre-show performances from the Orchestra Miami String Quartet beginning at 8 PM. Orchestra Miami, led by Artistic Director Elaine Rinaldi, takes the stage at 10 PM with guest stars Miami-based Electronic Dance Duo AfroBeta. The concert is timed to end with the fireworks at midnight. Planning activities will take place in District 3 while project activities will take place at the following venue: Collins Park Beach.

Organization/ Project Description *FY 2026-2027 TDC Recommendation*

21. **PAXy, Inc.** **Award: $10,000.00**
20 Alhambra Circle, #5, Coral Gables, Florida 33134
Organization Established in 2014
District Location(s) for Project Activity: 5, 6
Wake up Miami!

Funds are requested to support marketing endeavors to expand Wake up Miami! 2026 Fall tourism impact. This iteration of the project will present 10 high-quality concerts/performances at the Government Center Metrorail Station. Monday mornings from October 19 to December 21, 2026, local artists will delight those using Miami's public transportation system. Tourists will be surprised with jazz, folk, world music, and dance from Miami's cultural scene. Planning activities will take place in District 6 while project activities will take place at the following venue: Government Center Metrorail/Metromover Station.

22. **Peter London Global Dance Company, Inc.** **Award: $10,000.00**
1470 NE 123 Street, #605, North Miami, Florida 33161
Organization Established in 2013
District Location(s) for Project Activity: 3, 4
PLGDC 16th Anniversary Celebration of Dance at the Adrienne Arsht Center

Funds are requested to support Peter London Global Dance Company's 16th Anniversary Celebration of Dance on December 17-18, 2026. The program will feature two world premiere works, one by Jamar Roberts and one by founding Artistic Director Peter London set to a newly commissioned score by world-renowned jazz trumpeter Etienne Charles, performed by PLGDC company dancers and guest artists. Planning activities will take place in District 4 while project activities will take place at the following venues: Adrienne Arsht Center for the Performing Arts and Little Haiti Cultural Center.

23. **Sacred Vedic Arts, Inc.** **Award: $3,000.00**
147 NE 47 Street, Miami, Florida 33137
Organization Established in 2022
District Location(s) for Project Activity: 3, 8, 11
Song of the Soul: Traditional Indian Music Night

Funds are requested to support an evening of traditional Indian music performed by Vijay Krishna of the Kirtaniyas and Srivishnu Ramankutty of the New World Symphony on October 3, 2026 from 6:00-9:00 PM.. Planning activities will take place in District 3 while project activities will take place at the following venues: Marshal L. Davis Sr. African Heritage Cultural Arts Center and Florida International University, Steven J. Green School of International and Public Affairs.

Organization/ Project Description *FY 2026-2027 TDC Recommendation*

24. **South Beach Seafood Festival, Inc.** **Award: $20,000.00**
7150 SW 139 Street, Palmetto Bay, Florida 33158
Organization Established in 2018
District Location(s) for Project Activity: 3, 5, 8
South Beach Seafood Festival

Funds are requested to support the 14th anniversary of South Beach Seafood Festival, October 21-24, 2026, as it celebrates the sensational culinary talents of Miami's finest chefs with exquisite seafood experiences, each showcased at its own distinguished event available for the culinary inclined, kicking off Miami's famed stone crab season, all in Miami Beach. Sobe Seafood Festival benefits Community Initiatives (CI) Foundation and will be attended by approx.16,000 guests. Planning activities will take place in District 8 while project activities will take place at the following venues: Lummus Park - Ocean Drive, Loews Miami Beach, Rao's Miami Beach, Phuc Yea, and Macchialina.

25. **UNSIN Incorporated** **Award: $5,000.00**
960 Bay Drive, #909, Miami Beach, Florida 33141
Organization Established in 2024
District Location(s) for Project Activity: 3, 4, 5
Unsin Talks

Funds are requested to support UNSIN Talks, a public program advancing emerging Latin creatives through expert-led conversations and workshops focused on music, creativity, and technology. Taking place on October 15 and 20, 2026, across two Miami venues, the program will engage approximately 700 attendees, with both events opening traditionally private or limited-access spaces to the broader community at no cost. Planning activities will take place in District 4 while project activities will take place at the following venues: Soho Beach House and Las Rosas.

Memorandum

Date:

To: Honorable Chairman Anthony Rodriguez
Board of County Commissioners

From: Ashlee Thomas, Director, Department of Cultural Affairs

Subject: Request to Process Late Departmental Agenda Item

I am requesting that the following item be placed on the November Committee cycle agenda.

RESOLUTION APPROVING THE FUNDING OF TWENTY-FIVE GRANTS FOR A TOTAL OF $231,100.00 FROM THE FISCAL YEAR 2026-2027 FIRST QUARTER OF THE TOURIST DEVELOPMENT COUNCIL GRANTS PROGRAM ROOM TAX PLAN AND SURTAX CATEGORY TO PROMOTE MIAMI-DADE COUNTY TOURISM; REQUIRING GRANT FUNDS TO BE EXPENDED NO LATER THAN DECEMBER 31, 2026; 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

Although this item has not met the deadline noticed and has been provided to the Agenda Coordination Office late, it is important the item moves forward with the requested timeline to meet the December 31, 2026 grant contract deadline approved by the County Attorney's Office. All grant funded activities will conclude prior to January 1, 2026.

Please process the item notwithstanding that the 3-day or 4-day rule may be applicable to it. I am aware that this item is subject to approval for placement on the agenda by the BCC Chairman, and review by the Office of the County Attorney.

Chris Hudtwalcker

Approved by Mayor or Mayor's Designee Print Name

Demetria Henderson

Approved by Legislative Director or Designee Print Name

c: Geri Bonzon-Keenan, County Attorney
CAOagenda@miamidade.gov
Eugene Love, Agenda Coordinator

MEMORANDUM

(Revised)

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

DATE: November 17, 2026

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(C)(4)

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**

_____ **Requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, CDMP 7 votes (majority of membership) ____, CDMP 2/3 members present but not less than 7 votes (majority of membership) ____, CDMP 9 votes (2/3 membership) _____) 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)(4)
11-17-26

RESOLUTION NO. _____

RESOLUTION APPROVING THE FUNDING OF TWENTY-FIVE GRANTS FOR A TOTAL OF $231,100.00 FROM THE FISCAL YEAR 2026-2027 FIRST QUARTER OF THE TOURIST DEVELOPMENT COUNCIL GRANTS PROGRAM ROOM TAX PLAN AND SURTAX CATEGORY TO PROMOTE MIAMI-DADE COUNTY TOURISM; REQUIRING GRANT FUNDS TO BE EXPENDED NO LATER THAN DECEMBER 31, 2026; 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,

Section 1. This Board approves funding of twenty-six (25) grants for a total of $231,100.00 from the FY 2026-2027 First Quarter of the Tourist Development Council Grants Program-Room Tax Plan and Surtax Category to promote Miami-Dade County tourism by funding tourist-oriented cultural, sporting, television and special event/promotions as follows:

1.	Beatriz Valdés Studio	$3,000.00
2.	Community Performing Arts Association, Inc.	$3,500.00
3.	DETA Friends, Inc.	$5,000.00
4.	Dionysus in Miami	$3,000.00
5.	Florida International University Humanities Lab	$5,000.00
6.	Hand2HandTeam, Corp.	$5,000.00
7.	Iberoamerican Art Foundation, Inc.	$6,000.00
8.	Iberoamerican Films, Arts & Festival, Inc.	$6,000.00
9.	Imago por las Artes, Inc.	$7,500.00

10.	Junior Orange Bowl Committee, Inc.	$9,000.00
11.	Latinos Foundation, Inc.	$6,000.00
12.	Loxen Entertainment, Inc.	$10,000.00
13.	Miami Dade College dba Miami Book Fair	$35,000.00
14.	Miami Dance Futures, Inc.	$5,000.00
15.	Miami Short Film Festival, Inc.	$20,000.00
16.	Moulin Blue Professional Entertainment, Inc.	$5,000.00
17.	MUCE Educates	$5,000.00
18.	MUD Foundation, Inc.	$6,000.00
19.	Museum of Contemporary Art, Inc.	$30,000.00
20.	Orchestra Miami, Inc	$8,100.00
21.	PAXy, Inc.	$10,000.00
22	Peter London Global Dance Company, Inc.	$10,000.00
23.	Sacred Vedic Arts, Inc.	$3,000.00
24.	South Beach Seafood Festival, Inc.	$20,000.00
25.	UNSIN Incorporated	$5,000.00

Section 2. This Board further authorizes the disbursement of grant funds in accordance with the terms and conditions of the Grant Agreement, attached hereto as Exhibit "A" and incorporated herein by reference, including, but not limited to, the requirement that all grant funds be paid by the County and expended by the Grantee and its vendors and subcontractors no later than December 31, 2026.

Section 3. 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 November, 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
GRANT CONTRACT (September 2026)

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 [Grantee] (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:

1. **GRANTEE:** [Name & Address]

2. **AMOUNT OF GRANT:** [amount]

3. **PROJECT TITLE:** [Enter entire project as described in the Application here] (and any revisions in the Restatement of Project Budget)

4. **GRANT START DATE:** [enter]

5. **GRANT END DATE:** December 31, 2026

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 whatsoever in excess of the total grant amount, or in violation of applicable law. 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 state and federal law, and 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.

3. Project Description: The Grantee may use the grant only for the purposes which are specifically described in Article I.3, designated "Project.". 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 and in compliance with state and federal law. 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. Under no circumstances shall any amendments or revisions be approved that would allow County funds to be expended after December 31, 2026 for programs, activities, services or events that occur after December 31, 2026.

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 December 31, 2026 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. Funding payable to the Grantee under this Agreement must be issued to and spent by Grantee, and/or any vendors or subcontractors of Grantee by December 31, 2026, toward programming, activities, services and events occurring on or before December 31, 2026. Any budget revisions shall be in accordance with the grant award approved by the Board of County Commissioners.

5. Grant End Date: The Grantee and its vendors and subcontractors shall expend all grant funds on or before December 31, 2026, regardless of when this Agreement is executed, so long as complete execution by both parties occurs before December 31, 2026. County funds shall not be used for any cost or expenditure incurred after December 31, 2026, or to promote or support any programming, activities, services or events occurring after December 31, 2026. Any grant funds not expended by December 31, 2026 by Grantee or any vendors or subcontractors of Grantee shall without further action by either party automatically be forfeited and revert to and become the sole, and exclusive property of the County. Grantee must remit such funds to the County immediately. As of January 1, 2027, the Grantee shall have no right, title, or interest in or to such funds, regardless of whether the funds remain in the Grantee's possession, custody, or control.

As of January 1, 2027, this Agreement shall be terminated in accordance with Article II.14. Expenditure of funds after December 31, 2026 by Grantee and/or any vendors or subcontractors of Grantee, or not in accordance with these terms and conditions of this Agreement, will be considered a material breach of this Agreement.

6. Report Deadline: To demonstrate that the Grantee has used the grant award for the project as approved (Article I.3.) and 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. Grantee's obligation to submit required reports, supporting documentation, expenditure reconciliations, closeout documentation, and any funds due to the County shall survive the December 31, 2026, expiration of the Agreement. This report is to be received by the Director or their designee by February 15, 2027, in the form specific to the program through which this grant is being awarded. 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 February 15, 2027., the County may terminate the Agreement in accordance with Article II.14., and seek repayment. 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. <u>Program Monitoring and Evaluation</u>: 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: December 31, 2026; 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.

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…"

Effective January 1, 2027, the Grantee and its vendors and subcontractors shall cease recognizing or acknowledging Miami-Dade County as a funder, sponsor, supporter, or contributor of the grant-funded project, program, activities, services or events. As of January 1, 2027, the Grantee, its vendors, and subcontractors shall remove the County's name, logo, credit lines, acknowledgements of support and any other reference identifying the County from all promotional and marketing materials, publications, websites, social media, and any other materials that remain publicly available, distributed or displayed.

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 <u>not</u> 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 (c) 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, , religion, , national origin, sex, or any other protected characteristic, 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)(c), 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)(c), 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 is 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:

3. 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:

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

i. 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.

i. 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. <u>Remedies</u>: 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, 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 I.3. and for which a project amendment or revision has not been approved; (2) Grantee, its vendors or subcontractors, ineffectively or improperly use 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, its vendors or subcontractors,attempt to meet their 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, its vendors or subcontractors fail 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 is 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

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.

The Parties hereto have executed this Agreement on the _____day of _____ 2026.

GRANTEE

By: _____
Signature of Authorized Individual

_____
Printed Name

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS

By: _____
County Mayor or County Mayor's Designee

Date: _____