

Memorandum



Date: April 7, 2020

To: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez", written over the "From:" line.

Agenda Item No. 8(C)(1)

Resolution No. R-289-20

Subject: FY 2019-20 Tourist Development Council Grants Program Second Quarter
Recommendations for a Total of \$379,850.00

Recommendation

It is recommended that the Board of County Commissioners approve the funding of 31 grants for a total of \$379,850.00 from the FY 2019-20 Tourist Development Council Grants Program – Second Quarter. Attached is a list describing the projects being recommended for funding. In addition, it is recommended that Resolution No. R-130-06 (requiring contracts with non-governmental entities be signed by the other parties before being submitted to the Board of County Commissioners) be waived in order to expedite the allocation of funding support for these time-sensitive, tourism-oriented, and community events.

Scope

The impact of this agenda item is countywide.

Fiscal Impact/Funding Source

Funding for the Tourist Development Council (TDC) Grants Program comes from the two percent Tourist Development Room Tax Revenue and the two percent Hotel/Motel Food and Beverage Surtax revenues. In addition, the Greater Miami Convention and Visitors Bureau provides \$25,000.00 to the TDC pursuant to a multi-year agreement. Further, a remaining balance of \$768,214.00 from FY 2018-19 in unspent grant funds was carried over and is being appropriated as part of the FY 2019-20 program. TDC grants are disbursed through Index Code TU243964, Sub-object Code 60625, and drawn from Fund 150, Subfund 151.

Pursuant to Ordinance No. 18-102, \$1.3 million has been allocated for FY 2019-20 Tourist Development Council (TDC) Grants (\$1.2 million from Fund ST 150, Subfund 151, plus \$100,000.00 from Fund ST 150, Subfund 152). The current Second Quarter recommendations, totaling \$379,850.00, continues the recommended TDC grant allocations for this fiscal year.

Track Record/Monitor

Each recommended organization has a track record for responding to Departmental grant requirements and contractual conditions. Michael Spring, Director of the Department of Cultural Affairs, is responsible for monitoring the grant contracts.

Background

The Tourist Development Council convened on February 5, 2020 to review 32 applications requesting \$585,505.00 for the Second Quarter of the program. The TDC recommended funding 31 applicants for a total of \$379,850.00; one application is being carried over to the Third Quarter given a lack of a quorum of TDC members eligible to vote on the request at the Second Quarter meeting.

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

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

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

It is recommended that Resolution No. R-130-06 (requiring contracts with non-governmental entities be signed by the other parties before being submitted to the Board of County Commissioners) be waived. These grant recommendations are being submitted to the Board immediately subsequent to their thorough evaluation by the Tourist Development Council and while the Department of Cultural Affairs simultaneously issues grant agreements for execution by grantees, subject to the Board's approval of this agenda item. It is in the best interest of the County to waive Resolution R-130-06 and proceed in this manner in order to expedite grant allocations for time-sensitive, tourism-oriented, and community events. This "dual track" approach saves from one to two months of time in providing funding support to projects that have been evaluated through a thorough and already lengthy grants review process. As a safeguard, the Department negotiates the grant agreements by closely adhering to the descriptions of projects that are summarized in the list of grant projects attached to this memorandum. In addition, grant funds are released on a reimbursement basis to ensure that County grant funds are used strictly for the activities that are listed in this memorandum and represented in the subsequent grant agreements.

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



Michael Spring
Senior Advisor

**Miami-Dade County Department of Cultural Affairs
FY 2019-2020 Tourist Development Council (TDC) Grants Program
Second Quarter (January 1 - March 31)**

- | 1. | Organization/
Project Description | FY 2019-2020
TDC Recommendation |
|----|---|------------------------------------|
| | <p><u>Anaak Events and Production, LLC</u>
 14024 Farmers Road, Palmetto Bay, Florida 33157
 Organization Established In 2017
 District Location(s) for Project Activity: 8
 ColorFest - 2020</p> <p>Grants funds are requested to support Color Fest 2020 scheduled for March 7, 2020 in Cutler Bay. This festival signifies the arrival of spring featuring a well-known Indian group that has performed music on the Mile and at the South Miami-Dade Cultural Arts Center. The project activities will take place at the following venue: South Miami-Dade Cultural Art Center.</p> | <p>Award: \$2,500</p> |
| 2. | <p><u>Bas Fisher Invitational, Inc</u>
 145 E Flager Street, Miami, Florida 33131
 Organization Established In 2013
 District Location(s) for Project Activity: 3
 BFI Presents: Coral Morphologic Biscayne Bay Live Stream</p> <p>Grant funds are requested to support Bas Fisher International's (BFI) commission of a multimedia artwork by Coral Morphologic, a Miami-based artist and scientist duo whose research focuses on the underwater coral communities living throughout Biscayne Bay. BFI, in partnership with Bridge Initiative, will work with the artists to install an advanced underwater camera which will provide a live stream of a coral reef in the bay, broadcasting Miami's diverse aquatic ecosystem to large public video screens around the county, and into schools throughout the State of Florida through a partnership with the Everglades Foundation. The project will launch on February 1 - 8, 2020 during the week of the Superbowl, amplifying public attention on Miami-Dade County's unique urban ecosystems, and the environmental challenges it faces, to tourists and residents alike. The project activities will take place at the following venue: Pérez Art Museum Miami.</p> | <p>Award: \$4,000</p> |
| 3. | <p><u>Center for the Advancement of Jewish Education, Inc.</u>
 4200 Biscayne Boulevard, Miami, Florida 33137
 Organization Established In 1944
 District Location(s) for Project Activity: 3, 4, 5
 23rd Annual Miami Jewish Film Festival</p> <p>Grant funds are requested to support the 23rd Annual Miami Jewish Film Festival (MJFF), which brings filmmakers, educators, and industry professionals to Miami to interact with audiences through screenings of award-winning films, panel discussions, and other special events. The 2020 Festival will occur over 13 days on January 9-23, 2020 with 70+ screenings held across Miami-Dade County at over 10 different venues. MJFF redefines the term festival with its year-round programs beyond its annual 13-day celebration of film. The project activities will take place at the following venues: Miami Theater Center; Regal Cinemas South Beach; O Cinema South Beach; Aventura Arts & Cultural Center; and Michael-Ann Russell JCC.</p> | <p>Award: \$9,000</p> |

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

**Miami-Dade County Department of Cultural Affairs
FY 2019-2020 Tourist Development Council (TDC) Grants Program
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<i>Organization/ Project Description</i>	FY 2019-2020 TDC Recommendation
4. <u>Chopin Foundation of the United States, Inc.</u> 1440 79th Street Causeway, Suite 117, Miami, Florida 33141 Organization Established In 1977 District Location(s) for Project Activity: 5 10th National Chopin Piano Competition Grant funds are requested to support the 10th National Chopin Piano Competition, the organization's flagship event that takes place every five years. The event is scheduled take place February 21 through March 2, 2020 and is anticipated to attract participants and audience members from across the U.S. and around the world. Plans include live streaming the event through Medici.TV (which will expand the reach of the Competition and raise the international visibility of the organization exponentially), and a partnership with the Chopin Institute in Warsaw, Poland. The project activities will take place at the following venue: Miami-Dade County Auditorium.	Award: \$15,000
5. <u>City of Miami Gardens</u> 18605 NW 27 Avenue, Miami Gardens, Florida 33056 Organization Established In 2003 District Location(s) for Project Activity: 1 Jazz in the Gardens Grant funds are requested to support the marketing and promotions budget for the City of Miami Gardens' epic 2020 Jazz in the Gardens Music Festival which will be celebrating its 15th-anniversary on March 14-15, 2020. The event will feature artists such as Queen Latifah, Mary J. Blige, Jill Scott, Alicia Keys, Lizzo, Missy Elliot, Gladys Knight, Ciara, Charlie Wilson, Seal, Stevie Wonder, The Weekend, Brian Culbertson, Flo-Rida, John Legend, Neo, Cameo, and Boys 2 Men. Over 60,000 attendees are expected. The funds requested will be used for marketing and promotions programs with additional funds to continue expanding the brand nationally and regionally, thereby attracting more tourism to the local Miami Gardens/Miami-Dade County area. The project activities will take place at the following venue: Hard Rock Stadium.	Award: \$25,000
6. <u>Coconut Grove Arts & Historical Association, Inc.</u> 3390 Mary Street, Suite #128, Miami, Florida 33133 Organization Established In 1963 District Location(s) for Project Activity: 7 Coconut Grove Arts Festival Grants funds are requested to support the 57th Annual Coconut Grove Arts Festival. The streets of Coconut Grove host 360 of the world's most talented and creative artists to display their work for 3 days, February 15-17, 2020. The Festival is held each President's Day Weekend and attracts approximately 100,000 attendees who come to South Florida in February to enjoy the art, culinary experience, musical entertainment and family activities this nationally recognized festival has to offer. The project activities will take place at the following venues: Streets of Coconut Grove, Florida - McFarlane Road, South Bayshore Drive, Pan American Drive, Peacock Park, Myers Park and Regatta Park and Coconut Grove Arts & Historical Association, Inc..	Award: \$25,000

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FY 2019-2020 Tourist Development Council (TDC) Grants Program
Second Quarter (January 1 - March 31)**

<i>Organization/ Project Description</i>	FY 2019-2020 TDC Recommendation
7. <u>Dr. Martin Luther King Jr. Parade & Festivities Committee, Inc.</u> P.O. Box 380358, Miami, Florida 33238 Organization Established in 1980 District Location(s) for Project Activity: 2, 3 <i>MLK Holiday Parade and Festival</i> Grant funds are requested to support the nation's oldest, largest Martin Luther King Jr. Holiday Parade and Festival on January 20, 2020. The event draws tourists from across the U.S. and the Caribbean and promotes all human value and potential as a means to eliminate poverty, racism and violence. Beginning in Liberty City and ending at Martin Luther King Park, the event spotlights a diverse culture and features arts programming, entertainment and culinary experiences that honors and unifies civic pride and engenders commitment to education, growth and development. The project activities will take place at the following venues: Streets of Liberty City and MLK Memorial Park.	Award: \$15,000
8. <u>El Ingenio, Inc</u> 6300 SW 20th Terrace, Miami, Florida 33155 Organization Established in 2011 District Location(s) for Project Activity: 5, 7, 12 <i>Casandra, International Women's Theater Festival</i> Grants funds are requested to support Casandra, the 4th Annual International Women's Theater Festival, scheduled to take place on March 7 – March 17, 2020. The festival showcases international work by women in the performing arts and will feature five plays by international artists, a visual art exhibit, an installation/performance, a film screening, a concert, a magazine launch, a street performance, and a panel discussion. The Festival's participants will come from Mexico, Cuba, Spain, Colombia, and Venezuela. The project activities will take place at the following venues: Koubek Center; University of Miami and Espacio 84.	Award: \$2,500
9. <u>Florida International University Board of Trustees for the benefit of School of Music</u> 11200 SW 8th Street MARC 430, Miami, Florida 33199 Organization Established In 1965 District Location(s) for Project Activity: 11 <i>Miami International GuitART Festival</i> Grants funds are requested to support the Miami International GuitART Festival, presented by Florida International University School of Music, as part of its FIU Music Series, from February 17-23, 2020. The festival will present world-class musicians, including Benjamin Verdery (Yale School of Music, U.S.A), Massimo Delle Cese (Italy), Arthur Dente and Valentine Dente (France), Bekir Kucukay and Sinan Ersahin (Turkey), Marco Battaglia (Italy), and Daniela D'Ingiullo and Federico Bonacossa (Italy/U.S.A.). In addition to the eight concerts, the festival will also present five masterclasses, three lectures, luthiers expo, and composers panel, as well as a composition competition. The project activities will take place at the following venue: Herbert and Nicole Wertheim Performing Arts Center.	Award: \$5,000

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<i>Organization/ Project Description</i>	FY 2019-2020 TDC Recommendation
10. <u>Florida International University Board of Trustees for the benefit School of School of Hospitality Management SoBch Wine</u> 11200 SW 8th Street, Miami, Florida 33199 Organization Established in 1965 District Location(s) for Project Activity: 1 2020 Fun & Fit as a Family Grant funds are requested to support the 2020 Fun & Fit as a Family event taking place at Jungle Island on February 22-23, 2020. This event allows parents and kids to learn the basics of a healthy lifestyle with Food Network and Cooking Channel personalities and top South Florida chefs. Kids will have the chance to explore the food garden and play sports on the beach while visiting with the animals of Jungle Island. Approximately 12,500 spectators are expected over the 2-day event. The event is marketed through various channels - ads in publications/websites, billboards on I-95, street pole banners, etc. Some of the media sponsors include companies such as: The Miami Herald, Sun Sentinel and Miami New Times. The Loews Hotel South Beach is again the host hotel – there is a block of 500+ rooms there. The project activities will take place at the following venue: Jungle Island.	Award: \$25,000
11. <u>Homestead Rodeo Association Inc</u> P.O. Box 901432, Homestead, Florida 33090 Organization Established in 1953 District Location(s) for Project Activity: 8 71st Annual Homestead Championship Rodeo Grant funds are requested to support the 71th annual Homestead Championship (PRCA) Rodeo, scheduled to take place on January 24 - 26, 2020. There is a Books for Broncs Kids day scheduled on January 23 and the Homestead Rodeo Parade on January 25, 2020. The project activities will take place at the following venue: Harris Field Doc DeMilly Rodeo Grounds.	Award: \$15,000
12. <u>Institute of Contemporary Art Miami, Inc.</u> 61 NE 41st Street, Miami, Florida 33137 Organization Established in 2014 District Location(s) for Project Activity: 3 Allan McCollum Grant funds are requested to support marketing efforts for Institute of Contemporary Art Miami's survey exhibition of American artist Allan McCollum's work, March 19 - July 19, 2020. This exhibition marks the first U.S. survey of the artist's work and will highlight McCollum's output across his career with a special focus on his "regional projects" that have engaged with a variety of communities throughout the U.S. The project activities will take place at the following venue: Institute of Contemporary Art, Miami.	Award: \$6,000

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	<i>Organization/ Project Description</i>	FY 2019-2020 TDC Recommendation
13.	<u>Kiwanis Club of Little Havana, Inc.</u> 1400 SW First Street, Miami, Florida 33135 Organization Established In 1977 District Location(s) for Project Activity: 5 <i>Calle Ocho Music Festival</i> Grant funds are requested to support the Calle Ocho Music Festival on March 15, 2020. Started in 1978 and celebrating its 43rd year in 2020, it has been held consecutively in the City of Miami and is the largest Hispanic street festival in the nation with over 750,000 attendees and over \$50 million in economic impact and over 539,000,000 impressions globally. Calle Ocho Music Festival brings the community together in one day of fun, friendship, unity of cultures, international foods, children's activities, musical stages, and musical groups performing. The project activities will take place at the following venues: Calle Ocho Street (from SW 27th Ave to SW 12th Ave); 1400 SW 1st Street.	Award: \$25,000
14.	<u>Miami Dade Black Affairs Advisory Board</u> 111 NW 1st Street, Suite 1034, Miami, Florida 33128 Organization Established in 1958 District Location(s) for Project Activity: 8 <i>South Dade Gospel Fest</i> Grant funds are requested to support space rental and associated production costs for the Annual South Dade Gospel Fest taking place on February 9, 2020. The project activities will take place at the following venue: South Miami-Dade Cultural Arts Center.	Award: \$5,000
15.	<u>Miami Dade College - Miami Film Festival</u> 300 NE 2nd Avenue, Miami, Florida 33132 Organization Established in 1965 District Location(s) for Project Activity: 5, 6 <i>2020 Miami Film Festival</i> Grant funds are requested to support the marketing costs associated with the Miami Film Festival's screenings and events to tourists, seasonal visitors and residents from March 6 -15, 2020. Advertising and marketing will include print advertising, outdoor advertising, online, direct e-mails, and social media as well as public relations and promotional material distribution through hotel concierge desks and retailers. The project activities will take place at the following venues: Olympia Theater; Silverspot Cinema; Tower Theater; Coral Gables Art Cinema; and Intercontinental Miami.	Award: \$20,000

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	<i>Organization/ Project Description</i>	FY 2019-2020 TDC Recommendation
16.	<u>Miami Design Preservation League</u> PO BOX 190180, Miami Beach, Florida 33119 Organization Established in 1976 District Location(s) for Project Activity: 5 <i>Art Deco Weekend 2020</i> Grant funds are requested to support the 43rd annual Art Deco Weekend - "Sheroes: Women who Made a Difference. Celebrating 100 Years Since the 19th Amendment Was Passed Giving Women the Right to Vote". The Art Deco Weekend festival was started in 1977 by the Miami Design Preservation League to attract visitors to Miami Beach's Art Deco district and to raise awareness of the arts and culture of the Art Deco era. Art Deco Weekend now draws over 150,000 people for the three-day free community cultural festival (January 17 – 19, 2020) and features more than 85 events. The project activities take place at the following venues: Ocean Drive, Art Deco Museum, Wolfsonian-FIU, and the O Cinema South Beach.	Award: \$20,000
17.	<u>Miami International Ballet Competition</u> 15939 Biscayne Boulevard, North Miami Beach, Florida 33160 Organization Established in 2013 District Location(s) for Project Activity: 4 <i>Miami International Ballet Competition</i> Grant funds are requested to support a ballet performance titled, "Miami International Ballet Celebration," to be held on January 26, 2020. The performance will include professional international guest artists accompanied by award winners of the Miami International Ballet Competition and dance groups within the community. Additional Master Classes and Exhibitions will be held from January 22-26, 2020. The project activities will take place at the following venues: Julius Littman Performing Arts Theater and Arts Ballet Theater Studios.	Award: \$5,600
18.	<u>Miami International Jazz Fest, Inc.</u> 1728 NE Miami Gardens Drive, #352, North Miami Beach, Florida 33179 Organization Established in 2012 District Location(s) for Project Activity: 5 <i>Miami International Jazz Fest</i> Grant funds are requested to support the 7th annual Miami International Jazz Fest taking place February 14 - 15, 2020, featuring artists Ramiro Aguirre y su Charanga, Yamit and The Vinyl Blvd, "The King of Latin Soul" Joe Bataan and his Barrio Boys and Grammy winner, Danilo Perez. The festival is expected to attract approximately 1,000 people. The hotel sponsor is Cambria Suites Miami Airport. The project activities will take place at the following venue: Manuel Artime Theater.	Award: \$13,500

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	<i>Organization/ Project Description</i>	FY 2019-2020 TDC Recommendation
19.	<u>Miami Light Project, Inc.</u> PO Box 531385, Miami Shores, Florida 33153 Organization Established in 1989 District Location(s) for Project Activity: 3, 4, 5 <i>Global Cuban Fest 2020</i> Grant funds are requested to support the Global Cuba Fest 2020 - an annual celebration of today's leading musicians from Cuba and the Cuban diaspora. Miami Light Project will co-present the 2020 festival edition with FUNDarte and The Rhythm Foundation featuring X-Alfonso, Brenda Navarrete, Sweet Lizzy Project and Julio Montalvo. Live performances will take place on March 7, 11, 12 and 14, 2020. The project activities will take place at the following venues: The Light Box at Goldman Warehouse; North Beach Bandshell; The Citadel; and Miami-Dade County Auditorium.	Award: \$12,000
20.	<u>National Foundation for the Advancement in the Arts</u> 2100 Biscayne Boulevard, Miami, Florida 33137 Organization Established in 1981 District Location(s) for Project Activity: 3, 5, 6 <i>YoungArts Week 2020</i> Grant funds are requested to support YoungArts Week 2020 from January 4 - 12, 2020. Over 160+ national finalists come from all around the country and are given the opportunity to share their work in the visual, literary, performing and design arts through 5 nights of performances. YoungArts' signature program aims to foster interdisciplinary collaboration and community while offering finalists the guidance needed to prepare for the next stage of their artistic development. The project activities will take place at the following venues: YoungArts Campus; Miami Marriott Biscayne Bay; New World Center; Miami City Ballet; and Books & Books.	Award: \$12,000
21.	<u>National LGBTQ Task Force</u> 1325 Massachusetts Avenue NW, #600, Washington, District of Columbia 20005 Organization Established in 1973 District Location(s) for Project Activity: 3, 5 <i>2020 Winter Party Festival</i> Grant funds are requested to support the 2020 Winter Party Festival, produced by the National LGBTQ Task Force and the Miami Foundation, which features a week-long celebration in Miami and Miami Beach for members of the lesbian, gay, bisexual, transgender and queer (LGBTQ) community and its allies. The festival will take place March 4-10, 2020 and will include between 18 and 25 events that will attract an estimated 12,000 people. The project activities will take place at the following venues: The Royal Palm; Hotel Gaythering; Exchange; Axel Hotel; and Wynwood Factory. All grant funds are used for activities that occur in Miami-Dade County.	Award: \$15,000

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Second Quarter (January 1 - March 31)**

<i>Organization/ Project Description</i>	FY 2019-2020 TDC Recommendation
22. <u>Orchestra Miami, Inc.</u> 8821 SW 54 Terrace, Miami, Florida 33165 Organization Established in 2006 District Location(s) for Project Activity: 4, 7 <i>Beethoven on the Beach</i> Grant funds are requested to support Beethoven on the Beach, Orchestra Miami's annual free outdoor concerts, performed on Friday, March 13, 2020 in Pinecrest, Saturday, March 14, 2020 in Miami Beach and Sunday, March 15, 2020 in Sunny Isles Beach. This year's concert will feature Beethoven's "Pastorale" Symphony N. 6 in F Major, Op. 68, and Tchaikovsky's Violin Concerto in D Major, Op. 35 performed by Chilean violinist Francisca Mendoza. The concert will be performed by the 45 musicians of Orchestra Miami with Elaine Rinaldi conducting. The project activities will take place at the following venues: Pinecrest Gardens; North Beach Bandshell and Gateway Park.	Award: \$9,000
23. <u>Performing Arts Center Trust, Inc. dba Adrienne Arsht Center for the Performing Arts of Miami-Dade County</u> 1300 Biscayne Boulevard, Miami, Florida 33132 Organization Established in 1991 District Location(s) for Project Activity: 3 <i>Flamenco Festival Miami XIII</i> Grant funds are requested to support Flamenco Festival Miami XIII and its five electrifying performances that include such Spanish stars as Miguel Poveda, Maria Pages Compania, Compania Manuel Linan, Mercedes Ruiz and more on March 21-29, 2020. One of the largest flamenco events outside of Spain, Flamenco Festival Miami has engaged almost 70,000 people with this historic art form since the festival began 12 years ago. The project activities will take place at the following venue: Adrienne Arsht Center for the Performing Arts of Miami-Dade County.	Award: \$15,750
24. <u>Power Access, Inc.</u> 1616 Michigan Avenue, #1, Miami Beach, Florida 33139 Organization Established in 2010 District Location(s) for Project Activity: 5 <i>South Beach Jazz Festival 2020</i> Grant funds are requested to support the South Beach Jazz Festival, which takes places in venues throughout South Beach over three days from January 3 - 5, 2020. The festival takes pride in featuring world-renowned musicians who also have disabilities and being accessible to all audiences. The sounds of Jazz enliven the city in mainly free and outdoor venues which draw locals and tourists to listen, linger and groove. The project activities will take place at the following venues: Colony Theatre; 1111 Lincoln Road Stage; NWS Soundscape Park; Lummus Park; and Euclid Circle Stage.	Award: \$5,000

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	<i>Organization/ Project Description</i>	FY 2019-2020 TDC Recommendation
25.	<u>Rise Kern Cultural Productions</u> 4000 Towerside Terrace, #908, Miami, Florida 33138 Organization Established In 2014 District Location(s) for Project Activity: 4, 11 <i>RK Cultural Productions 2020 Concert Series</i> Funds are requested to support the marketing expenses associated with the production of RK Cultural Productions 2020 Concert Series, from January 3 - March 1, 2020. During this series, Time for Three, Ensemble Capri and Venice Baroque, all world renowned early and classical music ensembles, will entertain audiences with their concert performances. This series will attract visitors to Miami-Dade County, enhance the cultural lives of our residents and students, and will serve patrons of Golden Tickets as well as Culture Shock. The project activities will take place at the following venues: Wertheim Concert Hall and Aventura Arts and Cultural Center.	Award: \$7,500
26.	<u>Rotary Foundation of South Miami, Inc.</u> 6401 SW 87 Avenue, Suite 115, Miami, 33173 Organization Established in 1992 District Location(s) for Project Activity: 7 <i>South Miami Rotary Art Festival</i> Funds are requested to support the 36th Annual South Miami Rotary Art Festival, a free-to-the-public, family-friendly, juried arts and crafts festival on February 22 - 23, 2020. The festival will feature 148 artists, 9 food vendors and continuous live jazz. All arts and crafts are original or limited-edition including jewelry, sculpture, photography, painting, printing, drawing, glass, metal, mixed media, wood, clay and textiles in varied price ranges -- something everyone. The project activities will take place at the following venue: Streets of downtown South Miami.	Award: \$5,000
27.	<u>Seraphic Fire, Inc.</u> 2153 Coral Way, Suite 401, Miami, Florida 33145 Organization Established in 2004 District Location(s) for Project Activity: 4, 5, 6 <i>Seraphic Fire's Winter Concert Season</i> Grant funds are requested to support marketing efforts and artistic fees associated with the production of 10 Seraphic Fire concert performances in its Winter 2020 season. The Winter 2020 season includes 6 different choral and chamber music programs to be presented in a variety of venues in Coral Gables, Miami Beach and Miami from January 15, 2020 - March 15, 2020. The project activities will take place at the following venues: Beth David Congregation; First United Methodist Church of Coral Gables; St. Philip's Episcopal; All Souls Episcopal; and Church of the Little Flower.	Award: \$15,000

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<i>Organization/ Project Description</i>	FY 2019-2020 TDC Recommendation
28. <u>South Florida PBS, Inc.</u> 14901 NE 20th Avenue, Miami, Florida 33181 Organization Established in 1955 District Location(s) for Project Activity: 3, 5 Art Loft Grant funds are requested to support season 8 of Art Loft, an Emmy-Award winning television series, showcasing artists, arts organizations, and artistic events taking place locally on January 1, 2020 - March 31, 2020. Featured segments will be filmed at various Miami-Dade museums and art galleries. Segments will then be assembled into episodes of the series and broadcast on WPBT/South Florida PBS. The project activities will take place at the following venues: The Pérez Art Museum Miami, PAMM; The Wolfsonian, FIU; Institute of Contemporary Art; Oolite Arts; and Art Basel.	Award: \$13,500
29. <u>The Deering Estate Foundation, Inc.</u> 16701 SW 72 Avenue, Palmetto Bay, Florida 33157 Organization Established in 1989 District Location(s) for Project Activity: 8 16th Annual Deering Seafood Festival Grant fund are requested to support the 16th Annual Deering Seafood Festival on the Bay being held on Sunday, March 22, 2020. The Deering Seafood Festival has been specifically designed to appeal to a broad and diverse audience in search of outdoor family-friendly fun, delicious food and entertainment that includes the best of South Florida, bay breezes, sunshine, fresh seafood, art, culture and history. This family-friendly event provides island themed, all-day live entertainment, celebrity chef cooking demonstrations, fresh Florida seafood served up by local restaurants and caterers, a Li'l Shrimp Kids Zone and Deering Discovery Cove providing interactive educational, arts, crafts and recreational activities for children, an Artist Lane featuring local artists and artisan crafters, pontoon boat rides to Chicken Key and guided tours of the Deering Estate. The project will take place at the following venue: Deering Estate.	Award: \$8,000
30. <u>The Miami Children's Museum, Inc.</u> 980 MacArthur Causeway, Miami, Florida 33132 Organization Established in 1983 District Location(s) for Project Activity: 5 Daniel Tiger's Neighborhood Traveling Exhibit Grant funds are requested to support the children's learning exhibit Daniel Tiger's Neighborhood, which will be available to the public from January 25, 2020 - May 10, 2020. Created by Children's Museum of Pittsburgh in partnership with the Fred Rogers Company, children enter the world of Daniel Tiger and friends. Through immersive experiences, visitors collaborate to solve problems, use their imaginations to transform their surroundings, and play along with Daniel's singable strategies as they learn life's little lessons. The Museum will use a variety of advertising to promote and attract visitors to Miami and the Museum, including digital, print, outdoor marketing including utilizing hotel partners and media sponsors such as the Miami Herald/El Nuevo Herald. Attendance is expected to reach 135,000 individuals from South Florida as well as state, national and international tourists who want to experience this exhibit based on this popular television show. The project activities will take place at the following venue: Miami Children's Museum.	Award: \$14,000

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

**Miami-Dade County Department of Cultural Affairs
FY 2019-2020 Tourist Development Council (TDC) Grants Program
Second Quarter (January 1 - March 31)**

<i>Organization/ Project Description</i>	FY 2019-2020 TDC Recommendation
31. <u>University of Miami, Lowe Art Museum</u> 1301 Stanford Drive, Coral Gables, Florida 33146 Organization Established in 1961 District Location(s) for Project Activity: 7 <i>NEXUS: Contemporary Art from Leading Miami Collections</i> Grant funds are requested to support "Nexus: Contemporary Art from Leading Miami Collections," a temporary exhibition organized by the University of Miami's Lowe Art Museum in celebration of both its 70th anniversary and Miami's remarkable role in the contemporary art world. This dynamic show, which will be on view from February 22, 2020 - December 20, 2020, features one truly iconic work of art from twelve different Miami collections. A range of public programs, including lectures, gallery talks, teacher workshops, K-12 tours, late-night openings, and Community-Days, will complement "Nexus" and maximize its impact. The Lowe will leverage these events, like the exhibition itself, to advance its educational mission while also highlighting Miami's role as a year-round arts destination. Thus "Nexus" will make manifest the city's importance in realms of art and culture while leveraging these same in support of economic development and tourism in Miami-Dade County. The project activities will take place at the following venue: Lowe Art Museum.	Award: \$10,000

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



MEMORANDUM

(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: April 7, 2020

FROM: Abigail Price-Williams
County Attorney

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

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☒ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(C)(1)
4-7-20

RESOLUTION NO. R-289-20

RESOLUTION APPROVING THE FUNDING OF THIRTY-ONE GRANTS FOR A TOTAL OF \$379,850.00 FROM THE FISCAL YEAR 2019-2020 SECOND QUARTER OF THE TOURIST DEVELOPMENT COUNCIL GRANTS PROGRAM ROOM TAX PLAN AND SURTAX CATEGORY TO PROMOTE MIAMI-DADE COUNTY TOURISM; WAIVING RESOLUTION NO. R-130-06, AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE GRANT AGREEMENTS WITH VARIOUS ENTITIES AND TO EXERCISE ALL PROVISIONS, INCLUDING CANCELLATION PROVISIONS CONTAINED THEREIN

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves funding of thirty-one (31) grants for a total of \$379,850.00 from the FY 2019-2020 Second Quarter of the Tourist Development Council Grants Program-Room Tax Plan and Surtax Category to promote Miami-Dade County tourism by funding tourist-oriented cultural, sporting, television and special event/promotions as follows:

Anaak Events and Production, LLC	2,500
Bas Fisher Invitational, Inc.	4,000
Center for the Advancement of Jewish Education, Inc.	9,000
Chopin Foundation of the United States, Inc.	15,000
City of Miami Gardens	25,000
Coconut Grove Arts & Historical Association, Inc.	25,000
Dr. Martin Luther King Jr. Parade & Festivities Committee Inc.	15,000
El Ingenio, Inc.	2,500

Florida International University Board of Trustees for the benefit of School of Music	5,000
Florida International University Board of Trustees for the benefit School of School of Hospitality Management SoBch Wine	25,000
Homestead Rodeo Association, Inc.	15,000
Institute of Contemporary Art Miami, Inc.	6,000
Kiwanis Club of Little Havana, Inc.	25,000
Miami-Dade County Office of Community Advocacy Black Affairs Advisory Board	5,000
Miami Dade College - Miami Film Festival	20,000
Miami Design Preservation League	20,000
Miami International Ballet Competition	5,600
Miami International Jazz Fest, Inc.	13,500
Miami Light Project, Inc.	12,000
National Foundation for the Advancement in the Arts	12,000
National LGBTQ Task Force	15,000
Orchestra Miami, Inc.	9,000
Adrienne Arsht Center Trust, Inc. dba Adrienne Arsht Center for the Performing Arts of Miami-Dade County	15,750
Power Access, Inc.	5,000
Rise Kern Cultural Productions	7,500
Rotary Foundation of South Miami, Inc.	5,000
Seraphic Fire, Inc.	15,000
South Florida PBS, Inc.	13,500
The Deering Estate Foundation, Inc.	8,000
The Miami Children's Museum, Inc.	14,000
University of Miami, Lowe Art Museum	10,000

waives the requirements of resolution R-130-06, and authorizes the County Mayor or County Mayor's designee to execute grant agreements, in substantially the form of the sample attached hereto, with each grantee for and on behalf of Miami-Dade County, Florida and to exercise all provisions, including the cancellation provisions, contained therein.

The foregoing resolution was offered by Commissioner **Rebeca Sosa**,
who moved its adoption. The motion was seconded by Commissioner **Audrey M. Edmonson**
and upon being put to a vote, the vote was as follows:

Audrey M. Edmonson, Chairwoman	aye		
Rebeca Sosa, Vice Chairwoman	aye		
Esteban L. Bovo, Jr.	aye	Daniella Levine Cava	aye
Jose "Pepe" Diaz	aye	Sally A. Heyman	aye
Eileen Higgins	aye	Barbara J. Jordan	aye
Joe A. Martinez	aye	Jean Monestime	aye
Dennis C. Moss	aye	Sen. Javier D. Souto	aye
Xavier L. Suarez	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 7th day of April, 2020. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



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

HARVEY RUVIN, CLERK

By: Melissa Adames
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Monica Rizo Perez



MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS

FY 2019-2020 Tourist Development Council Grants Program – Second Quarter (January 1 – March 31)

GRANT AWARD AGREEMENT - ARTICLE I

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

GRANTEE AND GRANT DESCRIPTION

- | | | |
|----|--------------------------|---|
| 1. | GRANTEE: | «Organization» (EIN#«Federal_ID») |
| 2. | AMOUNT OF GRANT: | «Address», «City», «State» «Zip» |
| 3. | PROJECT: | «Award» (Reimbursement / Direct) |
| | | «Project_Title» |
| 4. | ITEMIZED PROJECT BUDGET: | (as described in the program application and any revisions attached hereto) |
| 5. | PROJECT START DATE: | (as described in the Restatement of Project Budget attached hereto) |
| 6. | PROJECT END DATE: | January 1, 2020 |
| 7. | GRANT START END: | March 31, 2020 |
| 8. | GRANT END DATE: | October 1, 2019 |
| 9. | REPORT DEADLINE: | September 30, 2020 |
| | | 45 days after project completion |

The Parties hereto have executed this Agreement on the _____ day of _____, 20 _____.

MIAMI-DADE COUNTY, FLORIDA, by its BOARD OF COUNTY COMMISSIONERS:

Clerk, Miami-Dade County
Board of County Commissioners

County Manager/Designee

GRANTEE:

Articles I, II, III, IV and V, together with their exhibits, the Restatement of Project Budget, original application and Universal Affidavit, make up this grant award contract. In signing this article, the undersigned officials, on behalf of the Grantee, certify that they have read and will abide by the terms and considerations set forth in the General Terms and Conditions for Grants (Articles II, III, IV and V) dated October, 2019 as provided with the grant award package, and with those provisions outlined in the notarized and attached Universal Affidavit. Further, the Grantee agrees that the funded project will be executed in substantially the form outlined in the original application as approved for funding; in accordance with the program guidelines of the Tourist Development Council program and within the scope of budget submitted in the attached Restatement of Project Budget.

Signature Authorized Official #1

Printed Name/Title Authorized Official #1

Signature Authorized Official #2

Printed Name/Title Authorized Official #2

Approved for form and legal sufficiency by the Miami-Dade County Attorney (10/2018)

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
GENERAL TERMS AND CONDITIONS FOR TOURIST DEVELOPMENT COUNCIL GRANTS (October, 2019)
ARTICLES II, III, IV and V

ARTICLE II

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

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

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

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

If Article 1.2 designates this grant as a Reimbursement Award, the Grantee agrees to provide to the Director or his designee, within forty-five days (45) of the event, copies of original documentation conclusively demonstrating the expenditure of funds for the items indicated as grant award expenses in the Restatement of Project Budget as a condition of receiving payment of this award. Documentation shall include, but not be limited to, copies of original bills, invoices, vouchers, receipts, and canceled checks (front and back) clearly designating payment for expenses associated with the event. Cash transactions are not acceptable unless a copy of a contract, invoice, receipt or other documentation supporting such cash payment is received, marked "paid" and signed by the recipient of the cash. Documentation for credit card transactions must include a copy of the relevant monthly credit card statement highlighting the charge for the expense, and proof of remittance to the credit card issuing company confirming payment made and accepted for the expense incurred. The Director reserves the right to request original documentation to substantiate grant expenditures. Within forty-five (45) business days of receipt of satisfactory documentation described and required by this Agreement, the County shall reimburse the Grantee for the grant expenditures. If documentation as outlined above is not received within forty-five days (45) of the event, or if the Director concludes that the documentation provided by the Grantee does not definitively demonstrate that funds were expended for the purposes allowed by this Agreement, the grantee shall waive any and all rights to receive payment of the grant.

If Article 1.2 designates this grant as a Direct Award, grant funds will be supplied to the Grantee once the award is approved and subject to the conditions and limitations as outlined in the Agreement and its accompanying articles and attachments.

3. **Project Description:** The Grantee may use the grant only for the purposes which are specifically described in Article 1.3, designated "Project," as documented in the Grantee's program application and in accordance with the published guidelines of the grant program through which this grant is being awarded. Any necessary changes in the scope of the project are cited in the attached Restatement of Project Budget. Further, it is expressly understood and agreed that the Grantee's program(s) supported by these grant funds must be open and accessible to the public, provide public exposure and benefit the public unless otherwise noted under Article V, "Special Conditions," of the Agreement.

Amendments to this Agreement and/or minor project revisions believed to be necessary for the purpose of completing the project, but which do not increase the amount of the grant award or substantially alter the original project, its quality, impact, or benefit to the organization, the County or its citizens, must be submitted/requested in writing to the Director sufficiently prior to implementation of

revisions for the Director's execution (in the case of an amendment) or approval (in the case of a revision). Minor revisions include, but are not limited to those affecting project scope, venue, artistic selections, program titles, timeframe and participants. The Director will make the final determination on revisions within fourteen (14) business days of the date of receipt of the request in the Department of Cultural Affairs' offices.

4. Project Budget: The Grantee agrees to demonstrate fiscal stability and the ability to administer grant funds responsibly and in accordance with standard accounting practices by developing and adhering to a project budget that is based upon reasonable revenue development and expenditures projected to accomplish the project covered under the Agreement. This budget is referenced in Article I.4 and is attached to the Agreement as the Restatement of Project Budget, and the Grantee agrees that all expenditures will be subject to the terms of the Agreement and will not significantly deviate from the budget included as a part of the Grantee's program application or funding request information provided to the Miami-Dade County Department of Cultural Affairs. **The Grantee agrees and expressly understands that any grant budget revisions including line item changes necessary for the purpose of completing the project must be requested in writing to the Director for his/her consideration prior to the Grant End Date stated in Article I.6 and that any requested changes may not exceed twenty-five percent (25%) of the total amount of the grant award.** The Director will approve or disapprove the Grantee's request in writing within fourteen (14) business days of the date of receipt of the request in the Department's offices.

5. Grant End Date: The Grantee shall encumber all grant and matching funds on or before the Grant End Date as outlined in Article I.6. Any grant funds not encumbered by the Grant End Date or for which a project extension has not been requested, or any encumbered funds not expensed within forty-five (45) days of the Grant End Date shall revert to the Department and the Agreement shall be terminated in accordance with Article II.14. A project extension may be requested in writing from the Director at least thirty (30) business days prior to the Grant End Date. The Director, at his discretion, may grant an extension of up to one (1) year of the Grant End Date so long as such extension will not significantly alter the project including its quality, impact, or benefit to the organization, the County or its citizens.

6. Report Deadline: To demonstrate that the Grantee has used the grant award for the project as approved (Article I.3) and the Itemized Project Budget (Article I.4) as attached to the Agreement as the Restatement of Project Budget, and has met and fulfilled all requirements as outlined in the Agreement, original application, and any other substantive materials as may be attached or included as a condition to this grant award, the Grantee must submit to the Director or his designee, a written Final Report documenting that the Grantee is meeting or has fulfilled all project and financial requirements. This report is to be received by the Director or his designee by the date specified in Article I.7 in the form specific to the program through which this grant is being awarded. **The Grantee agrees and expressly understands that in making Final Report to the Department, any deviation from the grant expense budget attached to the Agreement as the Restatement of Project Budget must be requested in writing to the Director for his/her consideration prior to the Grant End Date stated in Article I.6 and that any requested changes may not exceed twenty-five percent (25%) of the total amount of the grant award.** The Director, at his/her sole discretion, may require the Grantee to submit interim reports demonstrating progress on the project and accounting for project expenses to date. The Director may also require that a compilation statement or independent financial audit encompassing the entire grant period and accounting for the expenditure of grant funds be prepared by an independent certified public accountant at the expense of the Grantee.

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

In the event that the Grantee fails to submit the required Final Report by the deadline date specified in Article I.7, the Director may terminate the Agreement in accordance with Article II.14. Further, the Director or his designee must approve this report before the Grantee is deemed to have met all conditions of the grant award.

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

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

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

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

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

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

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

10. Publicity and Credits: The Grantee must include the following credit line in all promotional and marketing materials related to this grant including web sites, news and press releases, public service announcements, broadcast media, event programs, and publications: "With the support of the Miami-Dade County Tourist Development Council, the Miami-Dade County Department of Cultural Affairs and the Cultural Affairs Council, the Miami-Dade County Mayor and Board of County Commissioners." For radio or television broadcast, we require the following voice-over language: "This program is supported in part by the Miami-Dade County Tourist Development Council." For television broadcast, display of the County logo and the "www.miamidadearts.org" web address is required. The grantee must also use the County's logo in marketing and publicity materials, including but not limited to newsletters, press releases, brochures, fliers, websites or any other materials for dissemination to the media or general public. The County logo is available at www.miamidadearts.org under Grantee Resources. Grantees are required to credit the County's support in any communications about the grant-funded project on social media platforms using @MiamiDadeArts and #MiamiDadeArts

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

Please note that grantees receiving funds through any program supported by revenues from The Children's Trust must include The Children's Trust logo and the following statement in all materials related to the grant project, including but not limited to newsletters, press releases, brochures, fliers, websites or any other materials for dissemination to the media or general public:

"The (insert event/program name) is funded by The Children's Trust. The Children's Trust is a dedicated source of revenue established by voter referendum to improve the lives of children and families in Miami-Dade County by making strategic investments in their future." To download an electronic version of The Children's Trust logo, please go to: The Children's Trust Media Kit & Logos.

Note: In cases where funding by The Children's Trust represents only a percentage of the grantee's overall funding, the above language can be altered to read "The (insert event/program name) is funded in part by The Children's Trust..."

11. Liability and Indemnification: It is expressly understood and intended that the Grantee, as the recipient of grant funds, is not an officer, employee or agent of Miami-Dade County, its Board of County Commissioners, its Mayor, the Tourist Development Council, the Department of Cultural Affairs or the Cultural Affairs Council. Further, for purposes of the Agreement and the grant project or activity, the parties hereto agree that the Grantee, its officers, agents and employees are independent contractors.

The Grantee shall take all actions as may be necessary to ensure that its officers, agents, employees, assignees and/or subcontractors shall not act as nor give the appearance of that of an agent, servant, joint venturer, collaborator or partner of the Tourist Development Council, the Department of Cultural Affairs, the Cultural Affairs Council, the Miami-Dade County Mayor, the Miami-Dade County Board of County Commissioners, or its employees.

The Grantee agrees to be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in the Agreement, including entering into subcontracts with vendors for services and commodities, provided that it is understood by the Grantee that Miami-Dade County shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract, and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

The Grantee shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, law suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Agreement by the Grantee or its employees, agents, servants, partners, principals or subcontractors. The Grantee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the County, where applicable including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The Grantee expressly understands and agrees that any insurance protection required by the Agreement or otherwise provided shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the County or its officers, employees, agents and instrumentalities as herein provided.

12. Assignment: The Grantee is not permitted to assign this grant award or any portion thereof. Any purported assignment will render this grant null and void and the Grantee shall be subject to immediate rescission of the full amount of the grant award and reimbursement by the Grantee of its full value to the County.

13. Compliance with Laws: It shall be a contractual obligation of the Grantee hereunder, that during the term of the Agreement, the Grantee agrees to abide by and be governed by all applicable federal, state and county laws and the terms of grants made to Miami-Dade County and the Miami-Dade County Department of Cultural Affairs and Cultural Affairs Council, of which this grant is a sub grant, including, but not limited to the following Miami-Dade County Ordinances, Resolutions, sections of the County Code and federal laws:

- (a) County Ordinance No. 72-82 - Miami-Dade County's Conflict of Interest and Code of Ethics Ordinance - as amended, which is incorporated herein by reference as if fully set forth herein;
- (b) Section 2-8.1- of the Miami-Dade County Code - Ownership Disclosure;
- (c) County Ordinance No. 90-133- Amending Sec. 2-8.1; (d)(2) - Employment Disclosure;
- (d) Section 2-8.6 -of the County Code - Criminal Record;
- (e) County Ordinance No. 92-15 codified as Section 2-8.1.2 of the County Code - Employment Drug-free Workplace;
- (f) County Ordinance No. 142-91 codified as Section 11A -29 et. seq. of the County Code -- Family Leave;

- (g) County Resolution R-385-95 - Miami-Dade County Disability Nondiscrimination Affidavit, incorporating the following Federal laws and Acts:
- (1) The Americans with Disabilities Act of 1990 (ADA), Pub.L. 101-336, 104 Stat. 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment;
 - (2) Title II, Public Services;
 - (3) Title III, Public Accommodation and Services Operated by Private Entities; and Section 504 of the Rehabilitation Act of 1973;
 - (4) Title IV, Telecommunications;
 - (5) Title V, Miscellaneous Provisions: The Rehabilitation Act of 1973, 29 U.S.C. Section 794; The Federal Transit Act, as amended 49 U.S.C. Section 1612; The Fair House Act as amended, 42 U.S.C. Section 3601 - The foregoing requirements of this section shall not pertain to contracts with the United States or any department or agency thereof, or the State or any political subdivision or agency thereof or any municipality of this State;
- (h) Section 2-8.1 (c) of the County Code regarding Delinquent and Currently Due Fees or Taxes.

The Grantee has certifiably indicated compliance with these laws, ordinances and resolutions by properly executing the affidavits attached hereto.

Further, all funded activities must provide equal access and equal opportunity in employment and services, and may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation or physical ability, in accordance with Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972 as amended (42 U.S.C. 2000d et seq.), the Americans with Disabilities Act (ADA) of 1990, Section 504 of the Rehabilitation Act of 1973, and Miami-Dade County ordinances No. 97-170, § 1, 2-25-97 and No. 98-17, § 1, 12-1-98.

14. Remedies: In the event the Grantee shall fail to materially conform with any of the provisions of the Agreement or its attachments referenced herein, the Director may withhold or cancel all, or any, unpaid installments of the grant upon giving five (5) calendar days written notice to the Grantee, and the County shall have no further obligation to the Grantee under the Agreement. Further, in the event of a material breach of any term or condition of the Agreement, upon five (5) calendar days written demand by the Director, the Grantee shall repay to Miami-Dade County all portions of the grant which have been received by the Grantee, but which have not actually been disbursed by the Grantee as of the date that the written demand is received.

In the event this grant is canceled or the Grantee is requested to repay grant funds because of a breach of the Agreement, the Grantee may be declared permanently ineligible to apply to the Tourist Development Council or the Miami-Dade County Department of Cultural Affairs' grants programs. Reinstating the Grantee's eligibility to apply is at the Director's sole discretion, and may only be considered subsequent to all deficient areas on prior grants having been addressed to the satisfaction of the Director. Further, the Grantee will be liable to reimburse Miami-Dade County for all unauthorized expenditures discovered after the expiration of the grant period. The Grantee will also be liable to reimburse the County for all lost or stolen grant funds.

Grant funds which are to be repaid to Miami-Dade County pursuant to this Section or other Sections in the Agreement, are to be repaid by delivering to the Director a certified check for the total amount due, payable to the Miami-Dade County Board of County Commissioners.

These provisions do not waive or preclude the County from pursuing any other remedy, which may be available to it under the law.

15. Indulgence Will Not Be A Waiver of Breach: The indulgence of either party with regard to any breach or failure to perform any provision of the Agreement shall not be deemed to constitute a waiver of the provision or any portion of the Agreement either at the time the breach or failure occurs or at any time throughout the term of the Agreement.

16. Written Notices: Any written notices required under the Agreement will become effective when delivered in person or upon the receipt of a certified letter addressed to the Grantee at the address specified in Article I.1 of the Agreement, and to the Director when addressed as follows: Director, Miami-Dade County Department of Cultural Affairs, 111 NW First Street, Suite 625, Miami, Florida 33128.

17. Captions Used in the Agreement: Captions as used in the Agreement are for convenience of reference only and should not be deemed or construed as in any way limiting or extending the language or provisions to which such captions may refer.

18. Contract Represents Total Agreement: The Agreement, including its special conditions and attachments, represents the whole and total agreement of the parties. No representations, except those contained within the Agreement and its attachments, are to be considered in construing its terms. Other than as specified in this agreement as delegated to the Director, no other modifications or amendments may be made to the Agreement unless made in writing, signed by both parties, and approved by appropriate action by the Miami-Dade County Board of County Commissioners and Mayor.

ARTICLE III - INSURANCE

The Grantee must maintain and shall furnish upon request to the Director or his designee, certificates of insurance indicating that insurance has been obtained which meets the requirements as outlined below:

1. Workers Compensation Insurance for all employees of the Grantee as required by Florida Statute 440.
2. Commercial General Liability Insurance in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.
3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the project, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

The insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

1. The Company must be rated no less than "B" as to the management, and no less than "Class V" as to financial strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division;
- or,
2. The Company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida," issued by the State of Florida Department of Insurance, and is a member of the Florida Guaranty Fund.

Certificates must indicate that no modification or change in insurance shall be made without thirty (30) days advance written notice to the certificate holder.

Modification or waiver of any of the aforementioned insurance requirements is subject to the approval of the County's Risk Management Division. The Grantee shall notify the County of any intended changes in insurance coverage, including any renewals of existing policies.

ARTICLE IV - TERMINATION

If, for any reason, the Grantee shall fail to fulfill in a timely and proper manner its obligations under the Agreement, or should violate any of the covenants, agreements, or stipulations of the Agreement, the County shall thereupon have the right to terminate the Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

Notwithstanding the above, the Grantee shall not be relieved of liability to the County by virtue of any breach of the Agreement by the Grantee, and the County may withhold any payments to the Grantee until such time as the exact amount of damages due to the County from the Grantee is determined.

ARTICLE V - SPECIAL CONDITIONS

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

The grant is awarded to this Grantee with the understanding that the Grantee is performing a public purpose through the programs, projects and services recommended for support. Use of these funds for any program component not meeting this condition will be considered a material breach of the terms of this Grant Agreement and will allow Miami-Dade County to seek remedies including, but not limited to those outlined in the Articles and Exhibits of the Grant Agreement.

Tourist Development Council grants are supported entirely through Tourist Development Room Tax Funds. Please note, however, that under County Commission resolution R-700-13, **no more than 25% of the Grantee's administrative budget** (i.e., salaries, benefits and fringes for the Grantee's management personnel; general overhead costs; clerical or administrative personnel who do not directly provide the services required pursuant to the Grantee's contract with the County) may be paid from Miami-Dade County General Funds. If the Grantee receives funds from multiple County sources that include Miami-Dade County General Funds, the aggregate total of funds received by the Grantee from all County sources may not be used for more than 25% of the Grantee's administrative budget.

Grant funds may not be used for any of the following types of expenses: proposal preparation; repayment of prior debt or deficit reduction; debts, contingencies, fines and penalties, interest and other financial costs; expenses incurred or obligated prior to or after the grant period; building, renovating or remodeling of facilities or capital items; travel or transportation costs to cover expenses for staff travel or presenting programs/activities outside of Miami-Dade County; remuneration of County employees for any services rendered as part of a project receiving a grant through the Department of Cultural Affairs; social/fundraising events; beauty pageants; sporting events played or hosted outside of Miami-Dade County; income generating events for an organization other than the applicant organization; hospitality costs including private entertainment, food, beverages, decorations or affiliate personnel; cash prizes, awards, plaques, or scholarships; re-granting; lobbying the County Commission or the Mayor, the judicial branch, or any public agency or office, or for propaganda materials; charitable contributions or donations; or events which are restricted to private or exclusive participation (by invitation and/or purchase requirements that exceed the cost of a typical, standard ticket to an event/performance), including restricting access to programs or facilities on the basis of race or ethnicity, color, creed, national origin, religion, age, gender, sexual orientation or physical ability.

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS

RESTATEMENT OF PROJECT BUDGET

Fiscal Year: FY 2019-2020
Grant Program Name: Tourist Development Council Grants Program - 2nd Quarter (January 1 - March 31)
Organization Name:
Program/Project Title:
Grant Start Date:
Grant End Date:
Project/Event Date(s):

Program/project description as per the application:

Describe any changes to the program/project that differ from the original grant application. If no changes, indicate by noting "No changes to the program/project" in this section:

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

Numbers of Individuals with Disabilities to be Served (estimated number of individuals with disabilities to be served per age group based on figures reported above):	
# of Children / Youth with Disabilities (ages 0 - 17):	
# of Young Adults with Disabilities (ages 18 - 22):	
# of Adults with Disabilities (ages 23 and above):	

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

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

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

REVENUES	CASH	IN-KIND	% OF CASH REVENUES
Admissions	\$0		
Memberships	\$0		0
Tuitions/Enrollment Fees	\$0		0
Contracted Services: Outside Programs/ Performances	\$0		0
Contracted Services: Special Exhibition Fees	\$0		0
Contracted Services: Other	\$0		0
Rental Income	\$0		0
Corporate Support	\$0	\$0	0
Foundation Support	\$0		
Private/ Individual Support	\$0	\$0	0
Other Private Support: Auxiliary Activities	\$0		0
Other Private Support: Special Event Proceeds	\$0		0
Government Grants: Federal			
	\$0		0
	\$0		0
	\$0		0
Government Grants: State			
	\$0		0
	\$0		0
	\$0		0
Government Grants: Local			
Miami-Dade County & City of Miami Commissioners	\$0		0
	\$0		0
	\$0		0
Government Grants: The Children's Trust (Direct Funding)	\$0		0
Merchandise/ Concessions/ Gift Shop Revenues	\$0		0
Investment Income (Endowment)	\$0		0
Interest and Dividends	\$0		0
Cash on Hand	\$0		0
OTHER REVENUES			
Miami DDA	\$0	\$0	0
	\$0	\$0	0
	\$0	\$0	0
	\$0	\$0	0
	\$0	\$0	0
Department of Cultural Affairs Grants			
	\$0		0
	\$0		0
	\$0		0
	\$0		0
			Grant Amount % of Total Cash Revenues:
SUBTOTALS			
GRANT AMOUNT			
CASH REVENUES ~ GRANT AMOUNT			
TOTAL REVENUES		TOTAL IN-KIND %	