

**OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA**

Memorandum



Date: January 17, 2024

Agenda Item No. 9(A)(1)

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

From: Daniella Levine Cava
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

Resolution No. R-41-24

Subject: FY 2023-2024 Tourist Development Council Grants Program First Quarter
Recommendations for a Total of \$386,650.00

Executive Summary

This item is requesting approval of funding of the attached list of 32 grants for a total of \$386,650.00 for tourism-oriented cultural and special events scheduled for the First Quarter (October 2023 – December 31, 2023) from the FY 2023-2024 Tourist Development Council Grants Program. The program provides support to nonprofit and for-profit organizations presenting significant cultural or special events, including sports activities and television and film origination projects that promote Miami-Dade County's appeal as a tourist destination. The Tourist Development Council Grants Program supports approximately 100 diverse cultural projects each year, serving all thirteen districts. Applicants are offered one-on-one consultations, workshops, and technical assistance, including a corrections process, prior to the panel review. The grant recommendations were reviewed and approved by the Tourist Development Council, chaired by County Commissioner Keon Hardemon on October 10, 2023.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the funding of 32 grants for a total of \$386,650.00 from the FY 2023-2024 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

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, the remaining balance of \$2,431,170.00 from FY 22-23 in unspent grant funds was carried over and is being appropriated as part of the FY 23-24 program. TDC grants are disbursed through Fund ST002, Account 5606250000.

Pursuant to Ordinance No. 23-81, \$1.400 million has been allocated for FY 2023-24 Tourist Development Council (TDC) Grants (\$1.300 million from Fund ST002 plus \$100,000.00 from Fund ST003). The current First Quarter recommendations, totaling \$386,650.00, begin the recommended TDC grant allocations for this fiscal year.

Track Record/Monitor

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

Background

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

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

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

by County Commissioner Keon Hardemon, and applicants are encouraged to attend the meetings.

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

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

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Morris Copeland, CPM
Chief Community Services Officer

**Miami-Dade County Department of Cultural Affairs
FY 2023-2024 Tourist Development Council (TDC) Grants Program
First Quarter (October 1 - December 31)**

Organization/
Project Description

**FY 2023-2024
TDC Recommendation**

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| 1. | <p><u>AfriKin Foundation, Inc.</u>
2408 Florida Street, West Palm Beach, Florida 33406
Organization Established in 2018
District Location(s) for Project Activity: 2*
<i>AfriKin Art Fair 2023</i></p> <p>Funds are requested to support the 2023 AfriKin Art – Miami's Contemporary Africana Art Fair: Celebrating the Beauty and Brilliance of Global Africa, scheduled to take place December 3 - 15, 2023, featuring works from over 30 visual, literary and performing artists from Continental Africa and the Diaspora. The project activities will take place at the following venue: Scott Galvin Community Center. All grant funds are used for activities that occur in Miami-Dade County.</p> | Award: \$10,000 |
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| 2. | <p><u>Artists in Residence in Everglades Inc</u>
1951 NW 7th Avenue, #600, Miami, Florida 33136
Organization Established in 2007
District Location(s) for Project Activity: 5*, 9*
<i>AIRIE Passages</i></p> <p>Funds are requested to support the Artists in Residence in Everglades (AIRIE) Passages, an interdisciplinary installation and performance series that creates impactful and replicative storytelling experiences centered on the natural landscape of the Everglades and builds upon the Queen of the Swamp exhibit currently on view in the Nest Gallery. Scheduled to take place December 1 - 30, 2023, Miami Art Week is the main period for performance and workshops while exhibitions will run the entire month. The project activities will take place at the following venues: Ernest F Coe Visitor Center and Soho House.</p> | Award: \$15,000 |
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| 3. | <p><u>Community Performing Arts Association, Inc.</u>
15250 SW 108th Avenue, Miami, Florida 33157
Organization Established in 2001
District Location(s) for Project Activity: 12*
<i>La Griteria Cultural Artistic Festival</i></p> <p>Funds are requested to support "La Griteria," a holiday street festival celebrating folklore traditions from Central and South America, most notably Nicaragua. This event is held on December 9, 2023 and brings together the community to celebrate Miami-Dade County's diversity in the streets of downtown City of Sweetwater (southwest area by FIU). The festival is free and open to the public and includes music and dance performances, parades and ethnic food from the Americas. The project activities will take place at the following venue: City of Sweetwater.</p> | Award: \$3,500 |

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

**Miami-Dade County Department of Cultural Affairs
FY 2023-2024 Tourist Development Council (TDC) Grants Program
First Quarter (October 1 - December 31)**

Organization/
Project Description

FY 2023-2024
TDC Recommendation

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| 4. | <p><u>Dade Amateur Association, Inc.</u>
7601 Miami Lakes Drive, Miami Lakes, Florida 33014
Organization Established in 1968
District Location(s) for Project Activity: 12*
<i>First Tee Miami Doral Junior Classic</i></p> <p>Funds are requested to support the First Tee Miami Doral Junior Classic, a golf tournament that brings 600 kids and over one hundred college golf coaches from around the United States to Miami-Dade County. This internationally recognized event is scheduled to take place from December 17 – 23, 2023, with 1,800 visitors to Miami-Dade County. This year marks the 43rd consecutive year for the event. The project activities will take place at the following venue: Trump National Doral Miami.</p> | Award: \$10,000 |
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| 5. | <p><u>David Ensignia Tennis Academy, Inc.</u>
6221 SW 63rd Court, South Miami, Florida 33143
Organization Established in 2007
District Location(s) for Project Activity: 7*
<i>DETA International Tournaments by David Ensignia Tennis Academy</i></p> <p>Funds are requested to support the DETA International Tournaments, a landmark tennis event attracting more than 700 top-ranked players ages 10 through 17 representing 80 countries. Hosted by David Ensignia Tennis Academy, the event features six individual tennis tournaments from December 7 - 20, 2023. DETA International Tournaments standings count toward a player's WTN ranking, developed by the International World Tennis Federation and adopted by the USTA and Tennis Federations in 135 countries. The project activities will take place at the following venue: Continental Park Tennis Center.</p> | Award: \$5,000 |
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| 6. | <p><u>Fiber Artists Miami Association, Inc</u>
5990 SW 94 Street, Pinecrest, Florida 33156
Organization Established in 2021
District Location(s) for Project Activity: 2*, 6*, 7*
<i>Threading the City: Second Edition</i></p> <p>Funds are requested to support Threading the City, a series of contemporary fiber art exhibitions, art walks, after-dark tours, and events that will be presented at multiple venues across Miami-Dade County from October 5 - December 15, 2023. The events are a collaboration between Fiber Artists Miami, a newly formed, local association with the CAMP Gallery, City of North Miami, Miami International Fine Arts (MIFA), City of Doral, Hartvest Project, City of Pinecrest, the Mexican Consulate, City of Miami, and Sew Awesome Studios, Coral Gables. The project activities will take place at the following venues: MIFA Miami International Fine Arts, The Contemporary Art Modern Project and Hartvest Project.</p> | Award: \$5,000 |

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FY 2023-2024 Tourist Development Council (TDC) Grants Program
First Quarter (October 1 - December 31)**

Organization/
Project Description

FY 2023-2024
TDC Recommendation

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| 7. | <p><u>Florida Dance Education Organization, Inc</u>
8901 SW 79th Court, Miami, Florida 33156
Organization Established in 2002
District Location(s) for Project Activity: 5*
<i>Daniel Lewis Dance Sampler</i></p> <p>Funds are requested to support the 13th annual Daniel Lewis Dance Sampler (DLDS) featuring artists from the South Florida dance community with two live performances from October 14 - 15, 2023 in-person and including one online DLDS Video Dance Showcase available from October 7 - November 20, 2023 on Vimeo. The project activities will take place at the following venue: New World School of the Art.</p> | Award: \$5,000 |
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| 8. | <p><u>Friends of The Underline, Inc.</u>
1800 SW 1st Avenue, Suite #504, Miami, Florida 33129
Organization Established in 2014
District Location(s) for Project Activity: 5*
<i>City of Miami's 1st Annual Miami River Holiday Boat Parade</i></p> <p>Funds are requested to support the City of Miami's 1st Annual Miami River Holiday Boat Parade, a free public event featuring 40 vessels festively decorated for the holidays parading past The Underline, public parks and the public Riverwalk, on December 2, 2023 from 6-8 PM, along the entire Miami River from west of 27th Avenue to Biscayne Bay. In addition, the free event will include fireworks, live music, children activities, food trucks, and more. The project activities will take place at the following venues: The Underline, Lummus Park and Curtis Park.</p> | Award: \$10,000 |
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| 9. | <p><u>GMP Live LLC</u>
C/O KFPG 300 E 42nd Street, Floor 10, New York, New York 10017
Organization Established in 2019
District Location(s) for Project Activity: 4*
<i>North Beach Music Festival</i></p> <p>Funds are requested to support North Beach Music Festival from December 1 - 3, 2023. This event is GMP Live's annual flagship event in Miami Beach. The event will feature a variety of acts from the Jam Band, Funk, and Improvisational Music genres, as well as an assortment of local and regional vendors. The project activities will take place at the following venue: Miami Beach Bandshell. All grant funds are used for activities that occur in Miami-Dade County.</p> | Award: \$5,000 |

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**Miami-Dade County Department of Cultural Affairs
FY 2023-2024 Tourist Development Council (TDC) Grants Program
First Quarter (October 1 - December 31)**

Organization/
Project Description

FY 2023-2024
TDC Recommendation

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| 10. | <p><u>IFCM Corp</u>
 3 Island Avenue 3J, Miami Beach, Florida 33139
 Organization Established in 2012
 District Location(s) for Project Activity: 3*, 5*
 <i>FilmGate Interactive Media Festival, 2023</i>
 Funds are requested to support the 10th edition of FilmGate Interactive Media Festival from November 29 – December 10, 2023. Focusing on the issues of our region that resonate internationally: climate change, social justice, and accessibility, 10 interactive projects are featured; and 20 pitch sessions/workshops featuring tech companies and film creatives from Taiwan, Canada, France and Germany. The project activities will take place at the following venues: FilmGate Miami Downtown Media Center, Frost Science Museum and SouthEast Financial Center.</p> | Award: \$10,000 |
| 11. | <p><u>IMAGO POR LAS ARTES, INC</u>
 4028 SW 57th Avenue, South Miami, Florida 33155
 Organization Established in 2021
 District Location(s) for Project Activity: 6*
 <i>ENTRELIBROS</i>
 Funds are requested to support the ENTRELIBROS project, the 1st Book Festival for children and young adults in Spanish, focusing on illustrated books. The project aims to celebrate Hispanic culture, art, language, and literature while fostering a love for reading among children and young people. The festival spans three days, offering workshops, talks, presentations, book signings, and storytelling sessions from October 13 - 15, 2023. The project activities will take place at the following venue: Coral Gables Museum.</p> | Award: \$7,500 |
| 12. | <p><u>Junior Orange Bowl Committee, Inc.</u>
 7314 SW 48th Street, Miami, Florida 33155
 Organization Established in 1978
 District Location(s) for Project Activity: 6*, 7*
 <i>2023 Junior Orange Bowl International Tennis Tournament and Basketball Classic</i>
 Funds are requested to support the Junior Orange Bowl Committee's International Tennis Championship and National Basketball Classic, two major festival events that attract out-of-town participants to Miami-Dade County. These events host approximately 1,060 registered athletes plus coaches, family and friends, resulting in thousands of hotel room nights. The International Tennis Championship is scheduled to take place December 12 - 21, 2023, with the Coral Gables Basketball Classic taking place December 27 - 30, 2023. The project activities will take place at the following venues: Crandon Park Tennis Center, Biltmore Tennis Center and Salvadore Park Tennis Center.</p> | Award: \$12,000 |

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FY 2023-2024
TDC Recommendation

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| 13. | <p><u>Martial Arts Kids Against Drugs Corp</u>
 1550 W. 84th Street Bay 23-24, Hialeah, Florida 33014
 Organization Established in 2019
 District Location(s) for Project Activity: 6*
 <i>Pan American International Karate Tournament</i></p> <p>Funds are requested to support production costs associated with the The Pan American International Karate Tournament that will take place on November 10 - 11, 2023. Martial Arts students from all over the world will attend and compete to defend or win a title in a first class, intergenerational event where hard work, discipline, and perseverance are rewarded and celebrated. The project activities will take place at the following venue: Double Tree Airport Convention Center.</p> | Award: \$7,500 |
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| 14. | <p><u>MDGLCC Foundation, Inc.</u>
 1130 Washington Avenue, 1st Floor North, Miami Beach, Florida 33139
 Organization Established in 2008
 District Location(s) for Project Activity: 5*
 <i>LGBT Visitor Center</i></p> <p>Funds are requested to support marketing efforts and additional programming that will build strong communities for the LGBT tourists and locals by fostering social engagement and community wellness. Grant funds will also support the ongoing mission of providing a safe and welcoming space offering essential resources for the LGBTQ tourist promoting socioeconomic development and tourism. The LGBT Visitor Center is open Monday – Friday, 9am - 5pm and Saturday and Sunday, 11am - 4pm. The project activities will take place at the following venue: LGBT Visitor Center.</p> | Award: \$20,000 |
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| 15. | <p><u>Miami Beach Arts Trust, Inc.</u>
 1775 Washington Avenue, Ph 2, Miami Beach, Florida 33139
 Organization Established in 1999
 District Location(s) for Project Activity: 5*
 <i>Miamiartzine.com</i></p> <p>Funds are requested to support miamiartzine.com, a year-round free online publication dedicated to promoting the arts and culture in Miami-Dade County from October 1, 2023 - September 30, 2024. This longtime cultural publication is available to residents and tourists at www.miamiartzine.com. The project activities will take place at the following venue: Miami Beach Arts Trust Office.</p> | Award: \$5,000 |

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**Miami-Dade County Department of Cultural Affairs
FY 2023-2024 Tourist Development Council (TDC) Grants Program
First Quarter (October 1 - December 31)**

*Organization/
Project Description*

**FY 2023-2024
TDC Recommendation**

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| 16. | <p><u>Miami Beach Chamber of Commerce</u>
 1920 Meridian Avenue, 3rd Floor, Miami Beach, Florida 33139
 Organization Established in 1921
 District Location(s) for Project Activity: 5*
 <i>Miami Beach Visitor Center</i></p> <p>Funds are requested to support the Miami Beach Visitor Center to encourage visitors to come to Miami-Dade County from October 1, 2023 to September 30, 2024. The Visitor Center offers tourists and the tourism industry valuable information and resources that allow visitors to better engage with Miami-Dade County as a premiere global designation for culture and commerce. The Miami Beach Visitor Center hours of operation are Tuesday through Saturday from 10:00 am to 4:00 pm. The project activities will take place at the following venue: Miami Beach Visitor Center.</p> | <p>Award: \$20,000</p> |
| 17. | <p><u>Miami Dade College dba Miami Book Fair</u>
 300 NE 2nd Avenue, Miami, Florida 33132
 Organization Established in 1960
 District Location(s) for Project Activity: 5*, 7*
 <i>Miami Book Fair 2023</i></p> <p>Funds are requested to support the 40th annual Miami Dade College Miami Book Fair, a literary festival that includes author presentations, book exhibitors, educational programming, children's activities, music, dance, writing workshops, and a three-day street fair. Attracting thousands of attendees each year, the 2023 Fair will be primarily in-person with a small online component available through the MiamiBookFairOnline.com platform. Events will be held at the downtown campus of Miami Dade College from November 12-19, 2023. The project activities will take place at the following venues: Miami Dade College, Wolfson Campus, The Hub.</p> | <p>Award: \$35,000</p> |
| 18. | <p><u>Miami Short Film Festival, Inc.</u>
 12450 NW 7th Lane, Miami, Florida 33182
 Organization Established in 2021
 District Location(s) for Project Activity: 5*, 8*
 <i>The 22nd Annual Miami Short Film Festival</i></p> <p>Funds are requested to support the 22nd edition of the Miami Short Film Festival from November 10-12, 2023, showcasing the most innovative short films from around the world. The festival will feature more than 50 short films, workshops, filmmaker Q&As, and an official awards ceremony. The project activities will take place at the following venues: Tower Theater, Deering Estate and Soundscape Park.</p> | <p>Award: \$12,000</p> |

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**Miami-Dade County Department of Cultural Affairs
FY 2023-2024 Tourist Development Council (TDC) Grants Program
First Quarter (October 1 - December 31)**

*Organization/
Project Description*

**FY 2023-2024
TDC Recommendation**

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| 19. | <p><u>Miami-Broward One Carnival Host Committee, Inc.</u>
 18425 NW 2nd Avenue, Suite 435, Miami Gardens, Florida 33169
 Organization Established in 2009
 District Location(s) for Project Activity: 1*, 11*
 <i>Miami Carnival</i></p> <p>Funds are requested to support the 39th Annual Miami Carnival to be held on October 8, 2023. The event welcomes masquerade troupes and Caribbean artists to a parade, concert and festival. The third-largest Caribbean Carnival in North America, it has events throughout Miami-Dade County and is supported by the Greater Miami Convention & Visitors Bureau which recognizes its impact on both domestic and international tourism. The project activities will take place at the following venues: Miami-Dade County Fair & Exposition and Miami Carnival Office.</p> | Award: \$14,000 |
| 20. | <p><u>Museum of Contemporary Art, Inc.</u>
 770 NE 125th Street, North Miami, Florida 33161
 Organization Established in 1981
 District Location(s) for Project Activity: 2*
 <i>MOCA: 2023 Miami Art Week Programs</i></p> <p>Funds are requested to support Miami Art Week programs in conjunction with two major Museum of Contemporary Art (MOCA) exhibitions, "Jamea Richmond-Edwards: Ancient Future" - creating new mythologies in the tradition of Afrofuturism (October 25, 2023 - March 17, 2024); and "Juan Francisco Elso: Por America" - a collection of works traveling from El Museo del Barrio (November 1, 2023 - March 17, 2024). Miami Art Week programs will include an opening reception, exhibition tours, and curator's talks. The project activities will take place at the following venue: Museum of Contemporary Art in North Miami.</p> | Award: \$20,000 |
| 21. | <p><u>Orchestra Miami, Inc.</u>
 P.O. Box 7598, Miami, Florida 33255
 Organization Established in 2006
 District Location(s) for Project Activity: 5*
 <i>Orchestra Miami's New Year's Eve 2023 Celebration</i></p> <p>Funds are requested to support Orchestra Miami's New Year's Eve Celebration, a free, open-air concert on December 31, 2023. This family-friendly event includes pre-show performances from the OM String Quartet and other local performers beginning at 8 PM and at 10 PM, Orchestra Miami takes the stage with guest star internationally-renowned singing group "The Latin Divos." The concert will be timed to end with the fireworks display at midnight. The project activities will take place at the following venue: Collins Park.</p> | Award: \$12,150 |

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FY 2023-2024 Tourist Development Council (TDC) Grants Program
First Quarter (October 1 - December 31)**

Organization/
Project Description

FY 2023-2024
TDC Recommendation

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| 22. | <p><u>P.O.V Productions, Inc.</u>
 10001 Winding Lake Road, #101, Sunrise, Florida 33351
 Organization Established in 2014
 District Location(s) for Project Activity: 5*
 <i>Cinema Venezuela 2023</i>
 Funds are requested to support "CINEMA VENEZUELA 2023" on October 19 - 22, 2023. This unique film festival includes professional international guest artists and the projection of Venezuelan-made films. The event is open to the public. The project activities will take place at the following venue: Koubek Center. All grant funds are used for activities that occur in Miami-Dade County.</p> | Award: \$5,000 |
| 23. | <p><u>PAXy, Inc.</u>
 20 Alhambra Circle, #5, Coral Gables, Florida 33134
 Organization Established in 2014
 District Location(s) for Project Activity: 5*, 6*, 7*
 <i>Wake up Miami!</i>
 Funds are requested to support marketing endeavors to expand Wake up Miami! 2023 Fall programming. This iteration of the project will present 9 high-quality free concerts/performances at various Metrorail stations on Monday mornings from October 16 - December 11, 2023. Local artists will delight those using Miami's public transportation system with jazz, folk, dance, and visual art from Miami's cultural scene. The project activities will take place at the following venues: Government Center Metrorail/Metromover Station, Miami International Airport Metrorail Station and South Miami Metrorail Station.</p> | Award: \$10,000 |
| 24. | <p><u>Peter London Global Dance Company, Inc.</u>
 1470 NE 123 Street, #605, North Miami, Florida 33161
 Organization Established in 2013
 District Location(s) for Project Activity: 3*
 <i>AFRO JAZZ FETE at the Adrienne Arsht Center</i>
 Funds are requested to support AFRO JAZZ FETE, a world premiere work by Peter London on December 28 - 31, 2023. The production will feature Master pianonist, Leon Foster Thomas's new album, CALASANTIUS, and a new commission from Etienne Charles, the Award winning Jazz Trumpeter and artistic director and founder of the Jazz band, Creole Soul. The project activities will take place at the following venue: Adrienne Arsht Center for the Performing Arts.</p> | Award: \$5,000 |

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**Miami-Dade County Department of Cultural Affairs
FY 2023-2024 Tourist Development Council (TDC) Grants Program
First Quarter (October 1 - December 31)**

*Organization/
Project Description*

**FY 2023-2024
TDC Recommendation**

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| 25. | <p><u>Pinta Art Foundation, Inc.</u>
 848 Brickell Avenue, Suite 1130, Miami, Florida 33131
 Organization Established in 2023
 District Location(s) for Project Activity: 7*
 <i>Pinta Miami</i></p> <p>Funds are requested to support the 17th annual Pinta Miami, taking place from December 6 - 10, 2023. The fair will showcase a diverse range of international galleries, individual artists, emerging galleries, new media installations, live and virtual talks, interviews, and special events. Additionally, this year, Pinta Miami will expand collaborations with other artistic disciplines to further expand the fair's programming and offerings. The project activities will take place at the following venue: The Hangar Coconut Grove.</p> | <p>Award: \$15,000</p> |
| 26. | <p><u>Stratosferica Srl - Impresa Sociale</u>
 Via Regaldi 7, int 12/A, Turin, Italy 10154
 Organization Established in 2022
 District Location(s) for Project Activity: 3*
 <i>Utopian Hours Miami</i></p> <p>Funds are requested to support the production of Utopian Hours Miami, an one-day international festival dedicated to city making and urban best practices. The event will take place on November 18, 2023, with a panel dedicated to the City of Miami with local and international guest speakers, followed by four keynote speeches focusing on climate issues, gender balance and positive city making. It will conclude with a networking event. The project activities will take place at the following venues: Future of Cities Climate and Innovation HUB. All grant funds are used for activities that occur in Miami-Dade County.</p> | <p>Award: \$5,000</p> |
| 27. | <p><u>The Dave and Mary Alper Jewish Community Center, Inc.</u>
 11155 SW 112 Avenue, Miami, Florida 33176
 Organization Established in 1934
 District Location(s) for Project Activity: 7*
 <i>2023-2024 Quarter 1 Cultural Arts at the Alper JCC</i></p> <p>Funds are requested to support production costs associated with Quarter 1 Cultural Arts program at the Alper JCC from October 9 - December 14, 2023. The project will feature 13 authors that will present their newest works at the 43rd Annual Berrin Family Jewish Book Festival, along with two fine arts exhibits, and two professional play readings. The project activities will take place at the following venues: The Dave and Mary Alper Jewish Community Center, Temple Beth Am and Temple Judea.</p> | <p>Award: \$5,000</p> |

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- | | | |
|-----|---|-----------------|
| 28. | <p><u>The Musical Arts Association, Inc. dba Cleveland Orchestra</u>
 11001 Euclid Avenue, Cleveland, Ohio 44106
 Organization Established in 1915
 District Location(s) for Project Activity: 3*
 <i>The Cleveland Orchestra in Miami: An Alpine Symphony</i>
 Funds are requested to support the return of the Cleveland Orchestra to Miami from November 14 - 19, 2023. Arriving on November 14 for rehearsals, The Cleveland Orchestra will present 2 education concerts on November 15 and 16 for Miami-Dade County Public Schools. On November 17 and 18, the Orchestra will join the New World Symphony for 2 concerts and a chamber music performance on November 19, 2023. The project activities will take place at the following venue: Adrienne Arsht Center for the Performing Arts of Miami-Dade County. All grant funds are used for activities that occur in Miami-Dade County.</p> | Award: \$18,000 |
| 29. | <p><u>The Orange Bowl Committee, Inc.</u>
 14360 NW 77th Court, Miami Lakes, Florida 33016
 Organization Established in 1935
 District Location(s) for Project Activity: 1*, 3*, 5*
 <i>Capital One Orange Bowl</i>
 Funds are requested to support the Capital One Orange Bowl game held on December 30, 2023. This bowl game hosts two of the top college football teams in the country in a post-season game. The funds will help support the events in conjunction with the game to include Fan Fest. The project activities will take place at the following venues: Hard Rock Stadium, Jungle Island and Joe's Stone Crab.</p> | Award: \$35,000 |
| 30. | <p><u>The Rhythm Foundation, Inc.</u>
 PO Box 414625, Miami Beach, Florida 33141
 Organization Established in 1988
 District Location(s) for Project Activity: 4*, 11*
 <i>Italian HIT Week</i>
 Funds are requested to support the production of Italian HIT Week, a series of events featuring innovative music from Italy, centered around a live concert. This series is an annual highlight in the Rhythm Foundation's season, and has become a major outlet to showcase popular Italian music in the United States. The project activities will take place at the following venues: Miami Beach Bandshell and FIU Graham Center.</p> | 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.

**Miami-Dade County Department of Cultural Affairs
FY 2023-2024 Tourist Development Council (TDC) Grants Program
First Quarter (October 1 - December 31)**

Organization/
Project Description

**FY 2023-2024
TDC Recommendation**

- | | | |
|------------|---|------------------------|
| 31. | <p><u>Tropical Everglades Visitor Association, Inc.</u>
160 S.E. 1st Avenue, Florida City, Florida 33034
Organization Established in 1993
District Location(s) for Project Activity: 9*
<i>Tropical Everglades Visitor Center</i></p> <p>Funds are requested to support operational costs for the Tropical Everglades Visitor Center located in Florida City. The Visitor Center is open year around. The Visitor Center only closes six days out of the year, on Thanksgiving, Christmas, Easter, Memorial Day, Fourth of July and Labor Day. The Visitor Center primarily helps to promote hotels and attractions directing tens of thousands of tourists each year. The project activities will take place at the following venue: Tropical Everglades Visitor Center.</p> | Award: \$20,000 |
| | | |
| 32. | <p><u>University of Miami</u>
P.O. Box 405803, Atlanta, Georgia 30384
Organization Established in 1961
District Location(s) for Project Activity: 7*
<i>Frost Music Live Knight Center for Music Innovation Opening Festival</i></p> <p>Funds are requested to support our marketing strategies and production costs for the University of Miami Frost School of Music's Knight Center for Music Innovation Opening Festival as part of our efforts to promote Miami-Dade County as a tourist destination. This week-long celebration is scheduled to take place from October 28 – November 5, 2023, and will feature world-class artists such as Gloria Estefan and Jon Secada. Frost Music Live collaborates with three major hotels in Miami-Dade County. The project activities will take place at the following venues: Newman Recital Hall, Hormel Innovation Stage and UM Gusman Concert Hall.</p> | Award: \$15,000 |

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



MEMORANDUM

(Revised)

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

DATE: January 17, 2024

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 9(A)(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. 9(A)(1)
1-17-24

RESOLUTION NO. R-41-24

RESOLUTION APPROVING THE FUNDING OF 32 GRANTS FOR A TOTAL OF \$386,650.00 FROM THE FISCAL YEAR 2023-2024 FIRST QUARTER OF THE TOURIST DEVELOPMENT COUNCIL GRANTS PROGRAM ROOM TAX PLAN AND SURTAX CATEGORY TO PROMOTE MIAMI-DADE COUNTY TOURISM; WAIVING RESOLUTION NO. R-130-06, AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE GRANT AGREEMENTS WITH VARIOUS ENTITIES AND TO EXERCISE ALL PROVISIONS, INCLUDING CANCELLATION PROVISIONS CONTAINED THEREIN

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves funding of 32 grants for a total of \$386,650.00 from the FY 2023-2024 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:

AfriKin Foundation, Inc.	10,000
Artists in Residence in Everglades Inc	15,000
Community Performing Arts Association, Inc.	3,500
Dade Amateur Association, Inc.	10,000
David Ensignia Tennis Academy, Inc.	5,000
Fiber Artists Miami Association, Inc.	5,000
Florida Dance Education Organization, Inc.	5,000
Friends of The Underline, Inc.	10,000
GMP Live LLC	5,000
IFCM Corp	10,000

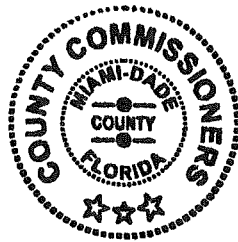
Imago por las Artes, Inc.	7,500
Junior Orange Bowl Committee, Inc.	12,000
Martial Arts Kids Against Drugs Corp	7,500
MDGLCC Foundation, Inc.	20,000
Miami Beach Arts Trust, Inc.	5,000
Miami Beach Chamber of Commerce	20,000
Miami Dade College dba Miami Book Fair	35,000
Miami Short Film Festival, Inc.	12,000
Miami-Broward One Carnival Host Committee, Inc.	14,000
Museum of Contemporary Art, Inc.	20,000
Orchestra Miami, Inc.	12,150
P.O.V Productions, Inc.	5,000
PAXy, Inc.	10,000
Peter London Global Dance Company, Inc.	5,000
Pinta Art Foundation, Inc.	15,000
Stratosferica Srl - Impresa Sociale	5,000
The Dave and Mary Alper Jewish Community Center, Inc.	5,000
The Musical Arts Association, Inc. dba Cleveland Orchestra	18,000
The Orange Bowl Committee, Inc.	35,000
The Rhythm Foundation, Inc.	10,000
Tropical Everglades Visitor Association, Inc.	20,000
University of Miami	15,000

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 **Danielle Cohen Higgins** , who moved its adoption. The motion was seconded by Commissioner **Juan Carlos Bermudez** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared this resolution duly passed and adopted this 17th day of January, 2024. 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: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

MRP

Monica Rizo Perez



MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS

FY 2023-2024 Tourist Development Council Grants Program – First Quarter (October 1 - December 31)

GRANT AWARD AGREEMENT - ARTICLE I

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

GRANTEE AND GRANT DESCRIPTION

- | | | |
|----|--------------------------|---|
| 1. | GRANTEE: | «Organization» (EIN#«Federal_ID») |
| | | «Address», «City», «State» «Zip» |
| 2. | AMOUNT OF GRANT: | «Award» (Reimbursement / Direct) |
| 3. | PROJECT: | «Project_Title» |
| | | (as described in the program application and any revisions attached hereto) |
| 4. | ITEMIZED PROJECT BUDGET: | (as described in the Restatement of Project Budget attached hereto) |
| 5. | PROJECT START DATE: | October 1, 2023 |
| 6. | PROJECT END DATE: | December 31, 2023 |
| 7. | GRANT START END: | October 1, 2023 |
| 8. | GRANT END DATE: | September 30, 2024 |
| 9. | REPORT DEADLINE: | 45 days after project completion |

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

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

Clerk, Miami-Dade County
Board of County Commissioners

Director, Miami-Dade County Department of Cultural Affairs

GRANTEE:

Articles I, II, III, IV and V, together with their exhibits, the Restatement of Project Budget, original application and Universal Affidavit, make up this grant award contract. In signing this article, the undersigned officials, on behalf of the Grantee, certify that they have read and will abide by the terms and considerations set forth in the General Terms and Conditions for Grants (Articles II, III, IV and V) dated October, 2023 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)

MDC019

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
GENERAL TERMS AND CONDITIONS FOR TOURIST DEVELOPMENT COUNCIL GRANTS (October, 2023)
ARTICLES II, III, IV and V

ARTICLE II

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

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

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

Tourist Development Council grants are made as either a Reimbursement Award or a Direct Award, with the type of grant determined on a case-by-case basis by the Director and on the approval of the Tourist Development Council. The type of this grant award is specified in Article I.2.

If Article I.2 designates this grant as a Reimbursement Award, the Grantee agrees to provide to the Director or his designee, within forty-five days (45) of the event, copies of original documentation conclusively demonstrating the expenditure of funds for the items indicated as grant award expenses in the Restatement of Project Budget as a condition of receiving payment of this award. Documentation shall include, but not be limited to, copies of original bills, invoices, vouchers, receipts, and canceled checks (front and back) clearly designating payment for expenses associated with the event. Cash transactions are not acceptable unless a copy of a contract, invoice, receipt or other documentation supporting such cash payment is received, marked "paid" and signed by the recipient of the cash. Documentation for credit card transactions must include a copy of the relevant monthly credit card statement highlighting the charge for the expense, and proof of remittance to the credit card issuing company confirming payment made and accepted for the expense incurred. The Director reserves the right to request original documentation to substantiate grant expenditures. Within forty-five (45) business days of receipt of satisfactory documentation described and required by this Agreement, the County shall reimburse the Grantee for the grant expenditures. If documentation as outlined above is not received within forty-five days (45) of the event, or if the Director concludes that the documentation provided by the Grantee does not definitively demonstrate that funds were expended for the purposes allowed by this Agreement, the grantee shall waive any and all rights to receive payment of the grant.

If Article I.2 designates this grant as a Direct Award, grant funds will be supplied to the Grantee once the award is approved and subject to the conditions and limitations as outlined in the Agreement and its accompanying articles and attachments.

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

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

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

4. Project Budget: The Grantee agrees to demonstrate fiscal stability and the ability to administer grant funds responsibly and in accordance with standard accounting practices by developing and adhering to a project budget that is based upon reasonable revenue development and expenditures projected to accomplish the project covered under the Agreement. This budget is referenced in Article 1.4 and is attached to the Agreement as the Restatement of Project Budget, and the Grantee agrees that all expenditures will be subject to the terms of the Agreement and will not significantly deviate from the budget included as a part of the Grantee's program application or funding request information provided to the Miami-Dade County Department of Cultural Affairs. **The Grantee agrees and expressly understands that any grant budget revisions including line-item changes necessary for the purpose of completing the project must be requested in writing to the Director for their consideration prior to the Grant End Date stated in Article I.6 and that any requested changes may not exceed fifty percent (50%) of the total amount of the grant award.** The Director will approve or disapprove the Grantee's request in writing within fourteen (14) business days of the date of receipt of the request in the Department's offices.

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.8. Any grant funds not encumbered by the Grant End Date or for which a project extension has not been requested, or any encumbered funds not expensed within forty-five (45) days of the Grant End Date shall revert to the Department and the Agreement shall be terminated in accordance with Article II.14. A project extension may be requested in writing from the Director at least thirty (30) business days prior to the Grant End Date. The Director, at their discretion, may grant up to two (2) one (1) year extensions of the Grant End Date so long as such extensions will not significantly alter the project including its quality, impact, or benefit to the organization, the County or its citizens.

6. Report Deadline: To demonstrate that the Grantee has used the grant award for the project as approved (Article I.3) and the Itemized Project Budget (Article I.4) as attached to the Agreement as the Restatement of Project Budget, and has met and fulfilled all requirements as outlined in the Agreement, original application, and any other substantive materials as may be attached or included as a condition to this grant award, the Grantee must submit to the Director or his designee, a written Final Report documenting that the Grantee is meeting or has fulfilled all project and financial requirements. This report is to be received by the Director or his designee by the date specified in Article I.9 in the form specific to the program through which this grant is being awarded. **The Grantee agrees and expressly understands that in making Final Report to the Department, any deviation from the grant expense budget attached to the Agreement as the Restatement of Project Budget must be requested in writing to the Director for their consideration prior to the Grant End Date stated in Article I.8 and that any requested changes may not exceed fifty percent (50%) of the total amount of the grant award.** The Director, at their sole discretion, may require the Grantee to submit interim reports demonstrating progress on the project and accounting for project expenses to date. The Director may also require that a compilation statement or independent financial audit encompassing the entire grant period and accounting for the expenditure of grant funds be prepared by an independent certified public accountant at the expense of the Grantee.

The Grantee shall attach to the Final Report, copies of original documentation conclusively demonstrating the expenditure of funds for the items indicated in the Restatement of Project Budget as grant award expenses. Documentation shall include, but not be limited to, copies of original bills, invoices, vouchers, receipts, and copies of canceled checks (front and rear) clearly designating payment for expenses associated with the event. Cash, money orders, and/or cashier's checks are not acceptable unless the Grantee demonstrates one of these methods of payment are the only forms of payment accepted by the vendor providing grant-related services and/or commodities. In those cases, the Grantee must provide a copy of a contract, invoice, receipt, or other documentation supporting such cash payment is received, marked "paid" and signed by the vendor. Documentation for credit card transactions must include a copy of the relevant monthly credit card statement highlighting the charge for the expense, and proof of remittance to the credit card issuing company confirming payment made and accepted for the expense incurred. Documentation for electronic peer-to-peer money transfer transactions must include a copy of the grantee's bank statement highlighting the charge for the expense and copies of service agreements, original bills, invoices, vouchers or receipts supporting the payment. The Director reserves the right to request original documentation to substantiate grant expenditures.

If the Grantee fails to submit the required Final Report by the deadline date specified in Article I.9, the Director may terminate the Agreement in accordance with Article II.14. Further, the Director or his designee must approve this report before the Grantee is deemed to have met all conditions of the grant award.

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

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

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

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

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

9. Accounting and Financial Review: The Grantee must keep accurate and complete books and records for all receipts and expenditures of this grant award and any matching funds required in conformance with reasonable general accounting standards. These books and records, as well as all documents pertaining to payments received and made in conjunction with this grant, such as vouchers, bills, invoices, receipts and canceled checks, shall be retained in Miami-Dade County in a secure place and in an orderly fashion by the Grantee for at least five (5) years after: the Grant End Date specified in Article I.6.; the expiration of an extended grant period as approved by the Director; the completion of a County requested or mandated audit or compliance review; the conclusion of a legal action involving the grant award, the Grantee and/or project or activities related to the grant award.

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

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

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

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

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

Note: In cases where funding by The Children's Trust represents only a percentage of the grantee's overall funding, the above language can be altered to read "[Provider Program Name] is funded in part by The Children's Trust..."

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

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

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

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

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

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

- (a) County Ordinance No. 72-82 - Miami-Dade County's Conflict of Interest and Code of Ethics Ordinance - as amended, which is incorporated herein by reference as if fully set forth herein;
- (b) Section 2-8.1- of the Miami-Dade County Code - Ownership Disclosure;
- (c) County Ordinance No. 90-133- Amending Sec. 2-8.1; (d)(2) - Employment Disclosure;
- (d) Section 2-8.6 -of the County Code - Criminal Record;

- (e) County Ordinance No. 92-15 codified as Section 2-8.1.2 of the County Code - Employment Drug-free Workplace;
- (f) County Ordinance No. 142-91 codified as Section 11A -29 et. seq. of the County Code – Family Leave;
- (g) County Resolution R-385-95 - Miami-Dade County Disability Nondiscrimination Affidavit, incorporating the following Federal laws and Acts:
 - (1) The Americans with Disabilities Act of 1990 (ADA), Pub.L. 101-336, 104 Stat. 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment;
 - (2) Title II, Public Services;
 - (3) Title III, Public Accommodation and Services Operated by Private Entities; and Section 504 of the Rehabilitation Act of 1973;
 - (4) Title IV, Telecommunications;
 - (5) Title V, Miscellaneous Provisions: The Rehabilitation Act of 1973, 29 U.S.C. Section 794; The Federal Transit Act, as amended 49 U.S.C. Section 1612; The Fair House Act as amended, 42 U.S.C. Section 3601 - The foregoing requirements of this section shall not pertain to contracts with the United States or any department or agency thereof, or the State or any political subdivision or agency thereof or any municipality of this State;
- (h) Section 2-8.1 (c) of the County Code regarding Delinquent and Currently Due Fees or Taxes.

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

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

E-Verify

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III - INSURANCE

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

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

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

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

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

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

ARTICLE IV - TERMINATION

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

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

ARTICLE V - SPECIAL CONDITIONS

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

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

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

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

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS

RESTATEMENT OF PROJECT BUDGET

Fiscal Year: FY 2023-2024
Grant Program Name: Tourist Development Council Grants Program - 1st Quarter (October 1 - December 31)
Organization Name:
Program/Project Title:
Grant Start Date:
Grant End Date:
Project/Event Date(s):

Program/project description as per the application:

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

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

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

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS

RESTATEMENT OF PROJECT BUDGET

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

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

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