

MEMORANDUM

Agenda Item No. 8(C)(3)

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

DATE: October 21, 2025

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving the funding of 16 grants for a total of \$187,250.00 from the Fiscal Year 2024-2025 Fourth Quarter of the Tourist Development Council Grants Program Room Tax Plan and Surtax Category to promote Miami-Dade County tourism; waiving Resolution No. R-130-06, and authorizing the County Mayor to execute grant agreements with various entities and to exercise all provisions, including cancellation provisions contained therein

Resolution No. R-1018-25

The accompanying resolution was prepared by the Cultural Affairs Department and placed on the agenda at the request of Prime Sponsor Senator René García.



Geri Bonzon-Keenan
County Attorney

GBK/uw

Memorandum



Date: October 21, 2025

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

From: Daniella Levine Cava 
Mayor

Subject: FY 2024-2025 Tourist Development Council Grants Program – Fourth
Quarter Recommendations for a Total of \$187,250.00

Executive Summary

This item is requesting that the Board of County Commissioners (Board) approve the recommendations of the Fiscal Year 2024-2025 Tourist Development Council (TDC) Grants Program - Fourth Quarter (supporting events and activities in July, August and September), totaling \$187,250.00 for 16 grants. With four deadlines a year, this program provides support to nonprofit and for-profit organizations presenting significant cultural or special events, including sports activities and television and film origination projects that promote Miami-Dade County's appeal as a tourist destination. The TDC Grants Program supports approximately 100 diverse cultural projects each year, serving all thirteen Commission Districts. The Department of Cultural Affairs' (Department) grants programs are promoted to hundreds of organizations and individuals through the Department's e-newsletter, press releases, through social media, in regular ongoing workshops, through partner organizations, in collaboration with Commission District offices, grants informational flyers, and on the Department's website. Applicants are offered one-on-one consultations, workshops, and technical assistance, including a corrections process, prior to the panel review. The grant recommendations were reviewed and approved by the Tourist Development Council, chaired by County Commissioner Keon Hardemon on July 8, 2025. The funds were approved through the FY 2024-2025 County budget process.

Recommendation

It is recommended that the Board of County Commissioners approve the funding of 16 grants for a total of \$187,250.00 from the FY 2024-2025 Tourist Development Council Grants Program – Fourth Quarter. Attached is a list describing the projects being recommended for funding. In addition, it is recommended that Resolution No. R-130-06 (requiring contracts with non-governmental entities be signed by the other parties before being submitted to the Board of County Commissioners) be waived in order to expedite the allocation of funding support for these time-sensitive, tourism-oriented, and community events.

Scope

The impact of this agenda item is countywide.

Delegation of Authority

The County Mayor or Mayor's designee is delegated the authority to execute the grant agreements and exercise all provisions, including cancellation provisions contained therein.

Fiscal Impact/Funding Source

Funding for the Tourist Development Council (TDC) Grants Program comes from the two percent Tourist Development Room Tax Revenue and the two percent Hotel/Motel Food and Beverage Surtax revenues. In addition, the Greater Miami Convention and Visitors Bureau provides \$25,000.00 to the TDC pursuant to a multi-year agreement. TDC grants are disbursed through Fund ST002, Account 5606250000.

Pursuant to Ordinance No. 23-81, \$1.425 million has been allocated for FY 2024-2025 TDC Grants (\$1.325 million from Fund ST002 plus \$100,000.00 from Fund ST003). The current Fourth Quarter recommendations, totaling \$187,250.00, continue the recommended TDC grant allocations for this fiscal year.

Track Record/Monitor

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

Background

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

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

It should be noted that the TDC Grants Program operates on a quarterly basis and, when taken together, all four quarters provide a picture of broad diversity of applicants and projects. In addition, the Department's grants programs are promoted to hundreds of organizations and individuals through the Department's e-newsletter, through social media, in open workshops and on the Department's website. The Department also works closely with the Greater Miami Convention and Visitors Bureau, the Greater Miami and the Beaches Hotel Association, and other tourism interests represented by members on the TDC to ensure that notice of the grants opportunities is widely distributed. Interested applicants are encouraged to attend

free workshops that are held throughout the year which explain the grants process. One-on-one consultations are also offered in multiple languages. The Department's grants administrators work closely with applicants to ensure their success and account for the fact that virtually all the organizations that apply are recommended for funding support. In addition, these grants administrators are friendly and knowledgeable and understand that it is essential to make applicants of all sizes and backgrounds feel welcome and well-served. Applications are fairly and thoroughly evaluated pursuant to the published review criteria in public meetings by the nine-member TDC, chaired by County Commissioner Keon Hardemon, and applicants are encouraged to attend the meetings.

It is recommended that Resolution No. R-130-06 (requiring contracts with non-governmental entities be signed by the other parties before being submitted to the Board) be waived. These grant recommendations are being submitted to the Board immediately subsequent to their thorough evaluation by the TDC and while the Department 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.



Cathy Burgos, LCSW
Chief Community Services Officer
Miami-Dade County, FL

**Miami-Dade County Department of Cultural Affairs
FY 2024-2025 Tourist Development Council (TDC) Grants Program
Fourth Quarter**

*Organization/
Project Description*

*FY 2024-2025
TDC Recommendation*

1. **Antiheroes Project, Inc.** **Award: \$5,000**
1251 NW 20 Street, # 813, Miami, Florida 33142
Organization Established in 2011
District Location(s) for Project Activity: 3, 5, 9
World Premiere of *El gran Circo Maravillas* – by Abilio Estevez
Funds are requested to support the premiere of *El gran Circo Maravillas*, a theatrical work by Abilio Estévez, under the direction of José M. Domínguez. This latest work is a dystopian yet profoundly beautiful tale, rich in poetic depth, that explores the complex relationship between power and art, the demise of freedom, and the vanishing of beauty in a world overtaken by the grotesque. The performance is scheduled for September 20-21 and 27-28, 2025. Creative planning, rehearsals and administrative coordination will take place at Miami Dade College Wolfson Campus, Artefactos Cultural Project and Inkub8 Studio in Districts 3, 5 and 9, culminating in a public performance at the Sandrell Rivers Theater.
2. **Arca Images** **Award: \$10,000**
One Alhambra Circle, # 404, Coral Gables, Florida 33134-4679
Organization Established in 2001
District Location(s) for Project Activity: 10
La Travesía
Funds are requested to support Arca Images' performances of *La Travesía (The Passage)*, a play by renowned playwright Josep Maria Miró and directed by Carlos Celdrán. This poignant and thought-provoking work focuses on a transformative journey, tackling themes of faith, morality and compassion. Appealing to both locals and visitors, performances will be in Spanish with simultaneous English translation and will be presented from July 10 - 20, 2025. The project activities will take place at the following venue: Westchester Cultural Arts Center.
3. **Area Stage, Inc.** **Award: \$10,000**
5701 Sunset Drive, # 286, South Miami, Florida 33143
Organization Established in 1989
District Location(s) for Project Activity: 7
Sea Marks
Funds are requested to support Area Stage's production of *Sea Marks*, a critically acclaimed romantic drama by Gardner McKay, presented in a bilingual Spanish-English format with an alternating performance schedule. The project activities will take place September 5 - 21, 2025 at the following venue: Area Stage.

**Miami-Dade County Department of Cultural Affairs
FY 2024-2025 Tourist Development Council (TDC) Grants Program
Fourth Quarter**

*Organization/
Project Description*

*FY 2024-2025
TDC Recommendation*

4. **Coral Gables Congregational Church (United Church of Christ), Inc.** **Award: \$20,000**
3010 De Soto Boulevard, Coral Gables, Florida 33134
Organization Established in 1924
District Location(s) for Project Activity: 6
Community Arts Program (CAP) 2025 Summer Concert Series and Master Classes
Funds are requested to support the marketing efforts associated with the production of the Coral Gables Congregational Church's Community Arts Program (CAP) 2025 Summer Concert Series (celebrating its 40th year) and master classes. The series consists of six concerts and four master classes with renowned classical and jazz artists, every other Thursday from July 10 - August 21, 2025. The project activities will take place at the following venue: Coral Gables Congregational Church.

5. **Delou Africa, Inc.** **Award: \$10,000**
11054 SW 159 Terrace, Miami, Florida 33157
Organization Established in 2010
District Location(s) for Project Activity: 1
DanceAfrica Miami 2025
Funds are requested to support *DanceAfrica Miami 2025*, a three day cultural arts festival taking place August 1 - 3, 2025. *DanceAfrica Miami 2025* will include three days of African dance, drum, and music workshops, a free children's village, and marketplace. The project activities will take place at the following venue: Florida Memorial University.

6. **Edge Zones, Inc.** **Award: \$7,500**
P.O. Box 416526, Miami Beach, Florida 33141
Organization Established in 2004
District Location(s) for Project Activity: 3
The 14th Edition of Miami Performance International Festival '25
Funds are requested to support the production of the 14th Edition of Miami Performance International Festival '25 from September 14 - 20, 2025. This event showcases a mix of experimental performance and sound art, featuring over 30 performances by leading contemporary artists from Miami, the US, and internationally. It includes lectures, outdoor visual spectacles and workshops. The project activities will take place at the following venue: Edge Zones Contemporary Art Center.

**Miami-Dade County Department of Cultural Affairs
FY 2024-2025 Tourist Development Council (TDC) Grants Program
Fourth Quarter**

*Organization/
Project Description*

*FY 2024-2025
TDC Recommendation*

7. **Inffinito Art & Cultural Foundation, Inc.** **Award: \$12,250**
8035 Noremac Avenue, Miami Beach, Florida 33141
Organization Established in 2000
District Location(s) for Project Activity: 4, 5, 6
29th Inffinito Brazilian Film Festival
- Funds are requested to support the 29th *Inffinito Brazilian Film Festival*, taking place Sept 3 - 13, 2025. The event will include student and professional filmmaker screenings and talks; a concert by Ilê Aiyê, a traditional carnival band from Bahia, Brazil, with an opening set by local artists Baia and Gabi Lacombe; a closing award ceremony; and a virtual program. The project activities will take place at the following venues: Miami Beach Bandshell, O Cinema South Beach, Miami Dade College, Silverspot Cinemas Downtown Miami, Coral Gables Art Cinema.
8. **Marti Productions, Inc.** **Award: \$5,000**
9137 Fountainebleau Boulevard, Suite 7, Miami, Florida 33172
Organization Established in 2008
District Location(s) for Project Activity: 6
GLORIOUS! - GLORIOSA! in Spanish
- Funds are requested to support six performances of *Glorious!* by Peter Quilter, taking place August 15 - 24, 2025. The production will feature Alicita Lora as Gloriosa, Rafael Farelo as Cosme, and Alan Gasel as St. Clair, under the direction of Marcos Casanovas, the writer of the Spanish adaptation. The project activities will take place at the following venue: Teatro Trail.
9. **Miami Chamber Music Society, Inc.** **Award: \$8,750**
14155 SW 88 Avenue, Miami, Florida 33176
Organization Established in 2013
District Location(s) for Project Activity: 5, 6, 7
ChamberFest Miami Fall 2025
- Funds are requested to support *ChamberFest Miami Fall 2025*, a dynamic week-long celebration of classical music and the arts taking place September 19 – 28, 2025. The series offers a rich, immersive experience that bridges European tradition with Miami's vibrant, multicultural identity. Through nine mainstage events, films, literary programs, and community activations, the festival deepens engagement with chamber music and boosts cultural tourism. The project activities will take place at the following venues: University of Miami - Knight Center for Music Innovation, Sanctuary of the Arts, The Hub at Temple Beth Am, Coral Gables Art Cinema, New World Center.

**Miami-Dade County Department of Cultural Affairs
FY 2024-2025 Tourist Development Council (TDC) Grants Program
Fourth Quarter**

*Organization/
Project Description*

*FY 2024-2025
TDC Recommendation*

10. **Miami Hispanic Ballet Corp.** **Award: \$17,500**
111 SW 5 Avenue, Miami, Florida 33130
Organization Established in 1993
District Location(s) for Project Activity: 3, 5
30th International Ballet Festival of Miami
- Funds are requested to support the 30th *International Ballet Festival of Miami*, taking place July 26 - August 17, 2025. The festival showcases ballet companies from Europe, Asia, Latin America, and the USA, and includes a dance film series, art exhibits, book presentations, workshops, master classes, and 10 live performances at several venues, serving the diverse audience of Miami-Dade County. The project activities will take place at the following venues: Miami Hispanic Cultural Arts Center, Marshall L. Davis, Jr. African Heritage Cultural Arts Center, Lincoln Road Mall, Manuel Artime Theater, Tina Hills Pavillion (Bayfront Park).
11. **Miami Music Festival, Inc.** **Award: \$12,250**
1440 Ocean Drive, Miami Beach, Florida 33139
Organization Established in 2014
District Location(s) for Project Activity: 5
Miami Music Festival 2025
- Funds are requested to support the Miami Music Festival (MMF) 2025 summer season of performances taking place July 1 - August 3, 2025. MMF brings over 175 exceptional emerging young artists from across the nation to train and perform in 20 high-caliber classical music productions in Miami-Dade County. These young artists study alongside an internationally distinguished faculty and perform in venues throughout the County. The project activities will take place at the following venues: Temple Emanu-El, Miami Beach Woman's Club, Miami Beach Community Church, The Betsy Hotel, Ocean Drive Promenade (14th Street and Ocean Drive).
12. **Miami Takeover, LLC** **Award: \$10,000**
900 Brentwood Road, #92578, Washington, D.C. 20090
Organization Established in 2013
District Location(s) for Project Activity: 4
Art of Go-Go Culture Fest
- Funds are requested to support Miami Takeover's *Art of Go-Go Culture Fest*, a celebration of 50 years of Go-Go music and culture, taking place July 26, 2025. The event will feature renowned Go-Go artists, and a visual art display by artists from Washington, D.C. and the South Florida region. 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.

**Miami-Dade County Department of Cultural Affairs
FY 2024-2025 Tourist Development Council (TDC) Grants Program
Fourth Quarter**

*Organization/
Project Description*

*FY 2024-2025
TDC Recommendation*

13. **Primer Acto Florida Foundation, Inc.** **Award: \$5,000**
516 De Soto Drive, Miami Springs, Florida 33166
Organization Established in 2021
District Location(s) for Project Activity: 5
Spanglish Robin Hood

Funds are requested to support *Spanglish Robin Hood*, a production based on the classic *Robin Hood*, to be presented September 19 - 27, 2025. Under the direction of Carolina Laursen and the creative vision of David Chocarro and Manuel Mendoza, *Spanglish Robin Hood* promises an innovative and exhilarating theater experience combining elements of both English and Spanish in dialogues, songs, and narratives. The project activities will take place at the following venue: Miami Dade College Koubek Center.

14. **Teatro Avante, Inc.** **Award: \$14,000**
744 SW 8 Street 2nd Floor, Miami, Florida 33130-3311
Organization Established in 1979
District Location(s) for Project Activity: 3, 5, 7, 10
39th International Hispanic Theatre Festival of Miami

Funds are requested to support the 39th *International Hispanic Theatre Festival* of Miami, an award-winning festival presenting some of the best theatre companies in Latin America, Spain, and the United States, taking place September 4 – 28, 2025. The project activities will take place at the following venues: Adrienne Arsht Center for the Performing Arts in Miami-Dade County, Westchester Cultural Arts Center, Miami Dade College Koubek Center, Key Biscayne Community Center.

**Miami-Dade County Department of Cultural Affairs
FY 2024-2025 Tourist Development Council (TDC) Grants Program
Fourth Quarter**

*Organization/
Project Description*

*FY 2024-2025
TDC Recommendation*

15. **The Opera Atelier, Inc.** **Award: \$5,000**
970 SW 1 Street #408, Miami, Florida 33130
Organization Established in 2012
District Location(s) for Project Activity: 5, 6
Cuba, My Love
Funds are requested to support *Cuba, My Love*, a celebration of Cuban culture, to be presented September 27 - 28, 2025. Complemented by outreach performances and lecture demonstrations in local schools and senior centers throughout Miami-Dade County, the production will feature Cuban-themed ballet, zarzuela, opera selections, and ensembles in collaboration with Arts Ballet Theatre of Florida, and Voices of Miami. The project activities will take place at the following venues: Actor's Playhouse at Miracle Theatre, Manuel Artime Theater.
16. **The Orange Bowl Committee, Inc.** **Award: \$35,000**
14360 NW 77 Court, Miami Lakes, Florida 33016
Organization Established in 1978
District Location(s) for Project Activity: 1
College Football Playoff Semifinal at the Capital One Orange Bowl
Funds are requested to support the *College Football Playoff Semifinal* at the Capital One Orange Bowl, held on January 9, 2025. In addition, funds will help support the events associated with hosting the college teams and traveling fans. The project activities will take place at the following venue: Hard Rock Stadium.



MEMORANDUM (Revised)

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

DATE: October 21, 2025

FROM: 
Glen Bonzon-Keenan
County Attorney

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

Please note any items checked.

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(C)(3)
10-21-25

RESOLUTION NO. _____ R-1018-25

RESOLUTION APPROVING THE FUNDING OF 16 GRANTS FOR A TOTAL OF \$187,250.00 FROM THE FISCAL YEAR 2024-2025 FOURTH QUARTER OF THE TOURIST DEVELOPMENT COUNCIL GRANTS PROGRAM ROOM TAX PLAN AND SURTAX CATEGORY TO PROMOTE MIAMI-DADE COUNTY TOURISM; WAIVING RESOLUTION NO. R-130-06, AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE GRANT AGREEMENTS WITH VARIOUS ENTITIES AND TO EXERCISE ALL PROVISIONS, INCLUDING CANCELLATION PROVISIONS CONTAINED THEREIN

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves funding of 16 grants for a total of \$187,250.00 from the FY 2024-2025 Fourth Quarter of the Tourist Development Council Grants Program-Room Tax Plan and Surtax Category to promote Miami-Dade County tourism by funding tourist-oriented cultural, sporting, television and special event/promotions as follows:

1.	Antiheroes Project, Inc.	\$5,000.00
2.	Arca Images	\$10,000.00
3.	Area Stage, Inc.	\$10,000.00
4.	Coral Gables Congregational Church (United Church of Christ), Inc.	\$20,000.00
5.	Delou Africa, Inc.	\$10,000.00
6.	Edge Zones, Inc.	\$7,500.00
7.	Inffinito Art & Cultural Foundation, Inc.	\$12,250.00
8.	Marti Productions, Inc.	\$5,000.00
9.	Miami Chamber Music Society, Inc	\$8,750.00
10.	Miami Hispanic Ballet Corp.	\$17,500.00

11.	Miami Music Festival, Inc.	\$12,250.00
12.	Miami Takeover LLC	\$10,000.00
13.	Primer Acto Florida Foundation, Inc.	\$5,000.00
14.	Teatro Avante, Inc	\$14,000.00
15.	The Opera Atelier, Inc.	\$5,000.00
16.	The Orange Bowl Committee, Inc.	\$35,000.00

This Board further waives the requirements of Resolution No. R-130-06 requiring all contracts to be in final form and executed by the party contracting with the County, and authorizes the County Mayor or County Mayor's designee to execute grant agreements, in substantially the form of the sample attached hereto, with each grantee for and on behalf of Miami-Dade County, Florida and to exercise all provisions, including but not limited to amending the grant agreements to correct any non-material errors or to address minor project revisions of a non-material nature, and exercising the cancellation provisions, contained therein.

The foregoing resolution was offered by Commissioner **Marleine Bastien** , who moved its adoption. The motion was seconded by Commissioner **Oliver G. Gilbert, III** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared this resolution duly passed and adopted this 21st day of October, 2025. 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.

mmg

Melissa M. Gallo



MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
FY 2024-2025 Tourist Development Council Grants Program – Third Quarter (April 1 - June 30)

GRANT AWARD AGREEMENT - ARTICLE I

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

GRANTEE AND GRANT DESCRIPTION

- | | | |
|----|--------------------------|---|
| 1. | GRANTEE: | «Organization» (EIN#«Federal_ID») |
| | | «Address», «City», «State» «Zip» |
| 2. | AMOUNT OF GRANT: | «Award» (Reimbursement / Direct) |
| 3. | PROJECT: | «Project_Title» |
| | | (as described in the program application and any revisions attached hereto) |
| 4. | ITEMIZED PROJECT BUDGET: | (as described in the Restatement of Project Budget attached hereto) |
| 5. | PROJECT START DATE: | |
| 6. | PROJECT END DATE: | April 1, 2025 |
| 7. | GRANT START END: | June 30, 2025 |
| 8. | GRANT END DATE: | October 1, 2024 |
| 9. | REPORT DEADLINE: | September 30, 2025 |
| | | 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 Mayor or County Mayor's 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 July, 2025 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 (07/2025)

MDC015

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
GENERAL TERMS AND CONDITIONS FOR TOURIST DEVELOPMENT COUNCIL GRANTS (July, 2025)
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

By entering into this Contract, the Grantee and its Subcontractors are jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled "Employment Eligibility." The Grantee affirms that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Grantee; (b) it has required all Subcontractors to this Contract to register and use the E-Verify system to verify the work authorization status of all new employees of the Subcontractor; (c) it has an affidavit from all Subcontractors to this Contract attesting that the Subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for duration of the Contract.

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

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

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

Human Trafficking

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

All definitions and requirements from Section 787.06, F.S., apply to this Contract.

This compliance includes the Grantee providing an affidavit that it does not use coercion for labor or services. This attestation by the Grantee shall be in the form attached as the Human Trafficking Affidavit (the "Affidavit"), which is attached hereto as **Attachment 1** and must be executed by the Grantee and provided to the County when entering, amending, or renewing this Contract.

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

Countries of Concern

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

Florida Public Records

1. Grantee acknowledges that the County is subject to Chapter 119 of the Florida Statutes, known as the "Public Records Law". As such, items considered to be public records under the Public Records Law related to this Agreement shall be disclosed by the County upon a public records request in accordance with law.
2. **IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUA CUSTODIAN OF PUBLIC RECORDS ATTENTION:**
3. Where a Grantee is a "contractor," as defined in Florida Statutes, Section 119.0701, meaning that Grantee has entered into a contract for services with the County and is acting on behalf of the County as provided under Florida Statutes, Section 119.011(2), the following shall apply:
 - a. Grantee shall comply with the Florida public records law, specifically to:
 - i. Keep and maintain public records required by the County to perform the service.
 - ii. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
 - iv. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County upon completion of the Agreement, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the Agreement, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.
 - b. A request to inspect or copy public records relating to this Agreement for services must be made directly to the County. If the County does not possess the requested records, the County shall

immediately notify the Grantee of the request, and the Grantee must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

- i. If a Grantee does not comply with the County's request for records, the County shall enforce these requirements in accordance with the Agreement.
- ii. A Grantee who fails to provide the public records to the County within a reasonable time may be subject to penalties under Florida Statutes, Section 119.10.
- c. The Grantee shall be liable in any civil action brought due to Grantee's violation of Florida's public records laws, and shall indemnify the County in accordance with Section II(d) herein.

14. Remedies: In the event the Grantee shall fail to materially conform with any of the provisions of the Agreement or its attachments referenced herein, the 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 2024-2025
Grant Program Name: Tourist Development Council Grants Program - 3rd Quarter (April 1 - June 30)
Organization Name:
Program/Project Title:
Grant Start Date:
Grant End Date:
Project/Event Date(s):

Program/project description as per the application:

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

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

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

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS

RESTATEMENT OF PROJECT BUDGET

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

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS

RESTATEMENT OF PROJECT BUDGET

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