

# Memorandum

MIAMI-DADE  
COUNTY

**Date:** July 21, 2009

**To:** Honorable Chairman Dennis C. Moss  
and Members, Board of County Commissioners

Agenda Item No. 9(A)(3)

**From:** George M. Burgess  
County Manager

**Subject:** FY 2008-2009 Tourist Development Council Grants Program  
Third Quarter Recommendations for a Total of \$216,890

## **Recommendation**

It is recommended that the Board approve the funding of 26 grants for a total of \$216,890 from the FY 2008-2009 Tourist Development Council Grants Program – Third Quarter.

## **Scope**

The impact of this agenda item is countywide.

## **Fiscal Impact/Funding Source**

Funding for the Tourist Development Council (TDC) Grants Program comes from the 2% Tourist Development Room Tax Revenue and the 2% Hotel/Motel Food and Beverage Surtax revenues. In addition, the Greater Miami Convention and Visitors Bureau provides \$25,000 to the TDC pursuant to a multi-year agreement.

## **Track Record/Monitor**

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

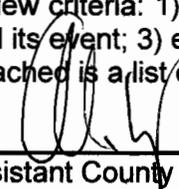
## **Background**

The Tourist Development Council convened on June 2, 2009 to review 29 applications requesting \$513,050 for the Third Quarter of the program. The TDC recommended funding 26 applicants for a total of \$216,890.

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

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

The TDC specifically evaluated each applicant organization based on the following competitive review criteria: 1) tourism impact/marketing plan; 2) quality and track record of the organization and its event; 3) event coordination and management; and 4) fiscal feasibility and accountability. Attached is a list describing the projects being recommended for funding.

  
Assistant County Manager



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Dennis C. Moss  
and Members, Board of County Commissioners

**DATE:** July 21, 2009

**FROM:**   
R. A. Cuevas, Jr.  
County Attorney

**SUBJECT:** Agenda Item No. 9(A)(3)

Please note any items checked.

- "4-Day Rule" ("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
- Bid waiver requiring County Mayor's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

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Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 9(A)(3)  
7-21-09

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING THE FUNDING OF TWENTY-SIX (26) GRANTS FOR A TOTAL OF \$216,890 FROM THE FY2008-2009 THIRD QUARTER TOURIST DEVELOPMENT ROOM TAX PLAN AND SURTAX CATEGORY TO PROMOTE MIAMI-DADE COUNTY TOURISM WITH: CITY THEATRE, INC.; CUBAN CLASSICAL BALLET OF MIAMI, INC.; DADE COMMUNITY FOUNDATION F/A MIAMI BEACH GAY PRIDE, INC.; ENTERTAINMENT INDUSTRY INCUBATOR, INC.; FLORIDA GRAND OPERA; FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES, FOR THE BENEFIT OF THE DEPARTMENT OF INTERCOLLEGIATE ATHLETICS; GALATA, INC. F/A HAITIAN HISTORICAL ACADEMY; GREATER MIAMI BILLFISH TOURNAMENT; GROUND UP & RISING, INC.; HISPANIC THEATER GUILD CORPORATION; INFINITO ART & CULTURAL FOUNDATION, INC.; KIWANIS CLUB OF LITTLE HAVANA, INC.; MAD DOG MANDICH FISHING CLASSIC, LLC; MIAMI MOMENTUM DANCE COMPANY, INC.; MIAMI RIVER FUND, INC.; MIAMI-DADE OFFICE OF FILM & ENTERTAINMENT; MIAMI-DADE PUBLIC LIBRARY FOUNDATION, INC.; MICHAEL EPSTEIN SPORTS PRODUCTIONS, INC.; MICHAEL-ANN RUSSELL JEWISH COMMUNITY CENTER, INC.; MUSICAL ARTS ASSOCIATION OF MIAMI, INC., THE; NUEVA ENTERTAINMENT, LLC; PATRONS OF EXCEPTIONAL ARTISTS, INC.; POLO LIFE, LLC, THE; RHYTHM FOUNDATION, INC.; UNITED STATES VOLLEYBALL ASSOCIATION; VIRGINIA KEY BEACH PARK TRUST AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE GRANT AGREEMENTS FOLLOWING COUNTY ATTORNEY APPROVAL OF FORM AND LEGAL SUFFICIENCY AND TO EXERCISE THE 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 twenty-six (26) grants for a total of \$216,890 from the FY2008-2009 Third Quarter meeting 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:

City Theatre, Inc.	5,000
Cuban Classical Ballet of Miami, Inc.	10,000
Dade Community Foundation f/a Miami Beach Gay Pride, Inc.	5,000
Entertainment Industry Incubator, Inc.	5,400
Florida Grand Opera	5,000
Florida International University Board of Trustees, for the benefit of the Department of Intercollegiate Athletics	15,750
Galata, Inc. f/a Haitian Historical Academy	5,000
Greater Miami Billfish Tournament	10,000
Ground Up & Rising, Inc.	3,500
Hispanic Theater Guild Corporation	5,600
Infinito Art & Cultural Foundation, Inc.	10,000
Kiwanis Club of Little Havana, Inc.	18,000
Mad Dog Mandich Fishing Classic, LLC.	5,000
Miami Momentum Dance Company, Inc.	7,290
Miami River Fund, Inc.	7,200
Miami-Dade Office of Film & Entertainment	13,500
Miami-Dade Public Library Foundation, Inc.	11,250
Michael Epstein Sports Productions, Inc.	13,200

Michael-Ann Russell Jewish Community Center, Inc.	5,000
Musical Arts Association of Miami, Inc., The	10,000
Nueva Entertainment, LLC	3,000
Patrons of Exceptional Artists, Inc.	3,000
Polo Life, LLC, The	6,700
Rhythm Foundation, Inc.	5,000
United States Volleyball Association	15,000
Virginia Key Beach Park Trust	13,500

and authorizes the County Mayor or County Mayor's designee to execute grant agreements with each grantee for and on behalf of Miami-Dade County, Florida following County Attorney approval of form and legal sufficiency; and to execute the cancellation provisions contained therein.

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

Dennis C. Moss, Chairman	
Jose "Pepe" Diaz, Vice-Chairman	
Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrian D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 21st day of July, 2009. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.



Stephen Stieglitz



**MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS**  
**Tourist Development Council - Third Quarter**

**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 \_\_\_\_\_ (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: (EIN#)
- 2. AMOUNT OF GRANT: \$ (Reimbursement/Direct Award)
- 3. PROJECT: (as described in the program application and any revisions attached hereto)
- 4. ITEMIZED PROJECT BUDGET: (as described in the Reinstatement of Project Budget attached hereto)
- 5. GRANT START DATE: April 1, 2009
- 6. GRANT END DATE: June 30, 2009
- 7. REPORT DEADLINE: August 14, 2009

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

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

\_\_\_\_\_  
Clerk, Miami-Dade County  
Board of County Commissioners

\_\_\_\_\_  
County Manager/Designee

**GRANTEE:**

Articles I, II, III, IV and V, together with their exhibits, the Restatement of Project Budget, original application and Universal Affidavit, make up this grant award contract. In signing this article, the undersigned officials, on behalf of the Grantee, certify that they have read and will abide by the terms and considerations set forth in the General Terms and Conditions for Grants (Articles II, III, IV and V) dated April, 2008 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.

(Grantee's Corporate Seal)

\_\_\_\_\_  
Signature Authorized Official #1

\_\_\_\_\_  
Printed Name/Title Authorized Official #1

\_\_\_\_\_  
Signature Authorized Official #2

\_\_\_\_\_  
Printed Name/Title Authorized Official #2

**MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS**  
**GENERAL TERMS AND CONDITIONS FOR TOURIST DEVELOPMENT COUNCIL GRANTS (September, 2007)**  
**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 I.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 ninety days (90) 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 rear) 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. 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 ninety days (90) 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.

Minor project revisions believed to be necessary for the purpose of completing the project, but which do not substantially alter the original project, its quality, impact, or benefit to the organization, the County or its citizens, must be requested in writing to the Director sufficiently prior to implementation of revisions for the Director's approval. Minor revisions include, but are not limited to those affecting project scope, venue, timeframe and participants. The Director will make the final determination on revisions within fourteen (14) business days of the date of receipt of the request in the Department of Cultural Affairs' offices.

**4. Project Budget:** The Grantee agrees to demonstrate fiscal stability and the ability to administer grant funds responsibly and in accordance with standard accounting practices by developing and adhering to a project budget that is based upon reasonable revenue development and expenditures projected to accomplish the project covered under the Agreement. This budget is referenced in Article I.4 and is attached to the Agreement as the Restatement of Project Budget, and the Grantee agrees that all expenditures will be subject to the terms of the Agreement and will not significantly deviate from the budget included as a part of the Grantee's program application or funding request information provided to the Miami-Dade County Department of Cultural Affairs. **The Grantee agrees and expressly understands that any grant budget revisions including line item changes necessary for the purpose of completing the project must be requested in writing to the Director for his consideration prior to the Grant End Date stated in Article 1.6 and that any requested changes may not exceed twenty-five percent (25%) of the total amount of the grant award.** The Director will approve or disapprove the Grantee's request in writing within fourteen (14) business days of the date of receipt of the request in the Department's offices.

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

**6. Report Deadline:** To demonstrate that the Grantee has used the grant award for the project as approved (Article I.3.) and the Itemized Project Budget (Article I.4.) as attached to the Agreement as the Restatement of Project Budget, and has met and fulfilled all requirements as outlined in the Agreement, original application, and any other substantive materials as may be attached or included as a condition to this grant award, the Grantee must submit to the Director or his designee, a written Final Report documenting that the Grantee is meeting or has fulfilled all project and financial requirements. This report is to be received by the Director or his designee by the date specified in Article I.7 in the form specific to the program through which this grant is being awarded. **The Grantee agrees and expressly understands that in making Final Report to the Department, any deviation from the grant expense budget attached to the Agreement as the Restatement of Project Budget must be requested in writing to the Director for his consideration prior to the Grant End Date stated in Article 1.6 and that any requested changes may not exceed twenty-five percent (25%) of the total amount of the grant award.** The Director, at his 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 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. The Director reserves the right to request original documentation to substantiate grant expenditures.

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

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

Upon request, the Grantee shall provide the Director with notice of all meetings of its Board of Directors or governing board, general activities and project-related events. In the event the Director or his designee conclude, as a result of such monitoring and/or evaluation, that the Grantee is not in compliance with the terms of the Agreement, is not fulfilling other program requirements or stipulations for which this Grant has been provided or for other reasons which significantly impact on the Grantee's ability to fulfill the conditions of this grant award, the Director or his designee must provide in writing to the Grantee, within thirty (30) days of the date of

said monitoring/evaluation, notice of the inadequacy or deficiencies noted which may significantly impact on the Grantee's ability to complete the project or fulfill the terms of the Agreement within a reasonable time frame. If Grantee refuses or is unable to address the areas of concern within thirty (30) days of receipt of such notice, the Director, at his discretion, may take other actions, which may include the withholding, reduction or rescission of grant funds until such time as the Grantee can demonstrate that such issues have been corrected.

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

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

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

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

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

**10. Publicity and Credits:** The Grantee must include the following credit line in all promotional and marketing materials related to this grant including web sites, news and press releases, public service announcements, broadcast media, event programs, and publications: "With the support of the Miami-Dade County Tourist Development Council, the Miami-Dade County Department of Cultural Affairs and the Cultural Affairs Council, the Miami-Dade County Mayor and Board of County Commissioners." The grantee must also use the Tourist Development Council logo in marketing and publicity materials whenever possible. Please call the Department to request an electronic logo file or download it from our website ([www.miamidadearts.org](http://www.miamidadearts.org)).

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.

**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 Resolutions R-202-96, R-206-96, R-13211-99;
- (f) County Ordinance No. 92-15 codified as Section 2-8.1.2 of the County Code - Employment Drug-free Workplace;
- (g) County Ordinance No. 142-91 codified as Section 11A -29 et. seq. of the County Code – Family Leave; 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;
- (i) Resolution R-1206-97 regarding Welfare Reform Work Participation.

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  
General Terms and Conditions for Tourist Development Council Grants (9/2007) page 4 of 6

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orientation or physical ability, in accordance with Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972 as amended (42 U.S.C. 2000d et seq.), the Americans with Disabilities Act (ADA) of 1990, Section 504 of the Rehabilitation Act of 1973, and Miami-Dade County ordinances No. 97-170, § 1, 2-25-97 and No. 98-17, § 1, 12-1-98.

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

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

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

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

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

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

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

**18. Contract Represents Total Agreement:** The Agreement, including its special conditions and attachments, represents the whole and total agreement of the parties. No representations, except those contained within the Agreement and its attachments, are to be considered in construing its terms. Other than as specified in this agreement, no 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 Chapter 440 Florida Statutes.
2. Public Liability Insurance on a comprehensive policy in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
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**

None.

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

**PROJECT INFORMATION**

Fiscal Year / Program: FY2008-2009 Tourist Development Council

Organization Name: \_\_\_\_\_

Project Title: \_\_\_\_\_

Dates of Activities: \_\_\_\_\_

Necessary changes in the project (if any): \_\_\_\_\_

**GRANT AWARD BUDGET**

Itemize cash expenses to be expended from the grant award. Expenditures must equal the total amount of the grant award as listed on the Grant Award Agreement. Round amounts to the nearest dollar (do not show cents). **NOTE:** The items specified in this budget must correspond with the Grant Dollars Allocated column of the Project Expense Budget on your original application form.

**GRANT AWARD**

**PERSONNEL**

ADMINISTRATIVE: \_\_\_\_\_

ARTISTIC: \_\_\_\_\_

TECHNICAL: \_\_\_\_\_

OUTSIDE ARTISTIC FEES: \_\_\_\_\_

OUTSIDE OTHER FEES: \_\_\_\_\_

MARKETING/PUBLICITY \_\_\_\_\_

PRINTING \_\_\_\_\_

POSTAGE \_\_\_\_\_

IN COUNTY TRAVEL \_\_\_\_\_

OUT OF COUNTY TRAVEL \_\_\_\_\_

EQUIPMENT RENTAL \_\_\_\_\_

EQUIPMENT PURCHASE \_\_\_\_\_

SPACE RENTAL \_\_\_\_\_

INSURANCE \_\_\_\_\_

UTILITIES \_\_\_\_\_

SUPPLIES/MATERIALS \_\_\_\_\_

OTHER COSTS (ITEMIZE): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**TOTAL GRANT AWARD:** \_\_\_\_\_

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**PROJECT BUDGET**

List cash and in-kind expenses and revenues specifically identified with your project/season. Round amounts to the nearest dollar (do not show cents). **NOTE:** Total project expenses and revenues must equal.

	CASH EXPENSES	IN-KIND		CASH REVENUES	IN-KIND
PERSONNEL			ADMISSIONS	_____	_____
ADMINISTRATIVE:	_____	_____	CONTRACTED SERVICES	_____	_____
ARTISTIC:	_____	_____	TUITIONS	_____	_____
TECHNICAL:	_____	_____	CORPORATE SUPPORT	_____	_____
OUTSIDE ARTISTIC FEES:	_____	_____	FOUNDATION SUPPORT	_____	_____
OUTSIDE OTHER FEES:	_____	_____	PRIVATE/INDIVIDUAL SUPPORT	_____	_____
MARKETING/PUBLICITY	_____	_____	GOVERNMENT GRANTS:		
PRINTING	_____	_____	FEDERAL	_____	_____
POSTAGE	_____	_____	STATE	_____	_____
IN COUNTY TRAVEL	_____	_____	LOCAL	_____	_____
OUT OF COUNTY TRAVEL	_____	_____	APPLICANT CASH ON HAND	_____	_____
EQUIPMENT RENTAL	_____	_____	OTHER REVENUES (ITEMIZE):	_____	_____
EQUIPMENT PURCHASE	_____	_____	_____	_____	_____
SPACE RENTAL	_____	_____	_____	_____	_____
INSURANCE	_____	_____	_____	_____	_____
UTILITIES	_____	_____	_____	_____	_____
SUPPLIES/MATERIALS	_____	_____	_____	_____	_____
OTHER COSTS (ITEMIZE):	_____	_____	GRANT AWARD	_____	_____
_____	_____	_____			
_____	_____	_____			
_____	_____	_____			

SUB TOTALS: \_\_\_\_\_

SUB TOTALS: \_\_\_\_\_

TOTAL EXPENSES: \_\_\_\_\_

TOTAL REVENUES: \_\_\_\_\_

Prepared by:

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
 TYPED/PRINTED NAME \_\_\_\_\_ TITLE \_\_\_\_\_

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**Tourist Development Council Grants Program  
FY2008-2009**

*Organization/  
Project Description*

**1. City Theatre, Inc.**

**FY2008-2009  
TDC Recommendation  
\$5,000**

**444 Brickell Ave. Suite 229, Miami, FL 33131  
Organization Established in 1996**

*Summer Shorts 2009: America's Short Play Festival*

Funds are requested to support the marketing efforts associated with the production of Summer Shorts Festival 2009 with a focus on a new level of visibility for the festival, from May 1 - July 2, 2009. The festival's goal is to gain national exposure by working with Broadway publicist Chris Boneau in addition to our regional press representative Lisa Palley. The Festival has also partnered with SocialMiami.com to produce a film documentary of the making of the 2009 festival.

**2. Cuban Classical Ballet of Miami, Inc.**

**FY2008-2009  
TDC Recommendation  
\$10,000**

**900 SW First Street, #306, Miami, FL 33130  
Organization Established in 2006**

*Carmen Ballet*

Funds are requested to support the Cuban Classical Ballet of Miami's "CARMEN" ballet performance on March 28-29, 2009, at the Olympia Theater at the Gusman Center for the Performing Arts. Never seen before in Miami, CARMEN is the most successful ballet by reknowned Cuban choreographer, Alberto Alonso. This ballet was originally created in 1967 for Prima Ballerina Absoluta Maya Pilsetskaya of the Bolshoi Ballet in Moscow.

**3. Dade Community Foundation f/a Miami Beach Gay Pride, Inc.**

**FY2008-2009  
TDC Recommendation  
\$5,000**

**200 S. Biscayne Blvd, Miami, FL  
Organization Established in**

*Miami Beach Gay Pride*

Funds are requested to support fees and rental equipment expenses associated with the production of the Miami Beach Gay Pride Parade on Saturday, April 18, 2009. The parade includes a stage area for presentations and performances by local personalities, as well as a parade down Ocean Drive, from 5th to 14th Streets.

**4. Entertainment Industry Incubator, Inc.**

**FY2008-2009  
TDC Recommendation  
\$5,400**

**1521 Alton Road, #79, Miami Beach, FL 33139  
Organization Established in 1998**

*Collaboration: A Short Film Contest ~ 10th Year Retrospective*

Funds are requested to support the Entertainment Industry Incubator's "Collaboration: A Short Film Contest" which draws emerging filmmakers for an opportunity to produce work and/or have it viewed by the public. The project is scheduled for April 1 - May 31, 2009 at the Standard Hotel in Miami Beach. The judging panel consists of industry professionals from New York and Los Angeles.

**Tourist Development Council Grants Program  
FY2008-2009**

*Organization/  
Project Description*

- |   |   |
|---|---|
| <p><b>5. Florida Grand Opera</b></p> <p><b>8390 NW 25th Street, Miami, FL 33122<br/>Organization Established in 1941</b></p> <p><i>Superstar Concert with Bryce Terfel featuring Sarah Coburn</i></p> <p>Funds are requested to support Florida Grand Opera's marketing efforts for the "Superstar Concert with Bryce Terfel featuring Sarah Coburn," at the Adrienne Arsht Center for the Performing Arts' Knight Concert Hall on April 6, 2009. The concert, performed with full orchestra accompaniment, will complete FGO's debut Superstar Concert Series.</p>   | <p><b>FY2008-2009<br/>TDC Recommendation<br/>\$5,000</b></p>  |
| <p><b>6. Florida International University Board of Trustees, for the benefit of the Department of Intercollegiate Athletics<br/>C/O Southern Wine &amp; Spirits 1600 NW 163 Street, Miami, FL 33169<br/>Organization Established in 1965</b></p> <p><i>"Fun &amp; Fit as a Family" (Part of 2009 South Beach Wine &amp; Food Festival)</i></p> <p>Funds are requested to support Florida International University's "Fun &amp; Fit as a Family" festival. This is the second year of the program produced by FIU's Food Network South Beach Wine &amp; Food Festival, which is scheduled to take place on February 21-22, 2009. Teaming visiting international culinary arts celebrities such as Rachel Ray, Jamie Oliver and Alice Waters, with health professionals, nutritionists, and fitness experts, the event will bring advocacy and national attention to the epidemic of childhood obesity. The event is expected to attract media attention at both local and national levels.</p> | <p><b>FY2008-2009<br/>TDC Recommendation<br/>\$15,750</b></p> |
| <p><b>7. Galata, Inc. f/a Haitian Historical Academy</b></p> <p><b>916 North Flagler Avenue, Florida City, FL 33186<br/>Organization Established in 2000</b></p> <p><i>Haitian History Month Exhibit</i></p> <p>Funds are requested to support the "Haitian History Month Exhibition", which will be showcased on January 1 - 31, 2008 at the Stephen P. Clark Center, East Lobby. This month long Haitian exhibit is designed to highlight the many contributions made by people of Haitian descent from around the world while creating understanding and appreciation for the many cultures and traditions in Miami -Dade County.</p>  | <p><b>FY2008-2009<br/>TDC Recommendation<br/>\$5,000</b></p>  |
| <p><b>8. Greater Miami Billfish Tournament</b></p> <p><b>P.O. Box 1036, Key Biscayne, FL 33149<br/>Organization Established in 1982</b></p> <p><i>Yamaha Contender Miami Billfish Tournament</i></p> <p>Funds are requested to support the Greater Miami Billfish Tournament from April 2-5, 2009. The tournament showcases Miami as the capital of a rapidly growing spectator and participant sport, at the same time exposing anglers to Miami as a year-long destination. All activities held at the Miami Beach Marina are free and open to the public.</p>  | <p><b>FY2008-2009<br/>TDC Recommendation<br/>\$10,000</b></p> |

**Tourist Development Council Grants Program  
FY2008-2009**

*Organization/  
Project Description*

- |   |   |
|---|---|
| <p><b>9. Ground Up &amp; Rising, Inc.</b></p> <p><b>8145 SW 83rd Place, Miami, FL 33143</b><br/><b>Organization Established in 2005</b></p> <p><i>Ground Up &amp; Rising 2009 Season</i></p> <p>Funds are requested to support the Ground Up &amp; Rising's 2009 theatrical season at the historic Byron Carlyle on Miami Beach. The group's artistic activities fill a substantial gap in Miami Beach's tourist entertainment offerings, as there is currently no established resident theater company to cater to residents and tourists who visit Miami Beach.</p>   | <p><b>FY2008-2009<br/>TDC Recommendation<br/>\$3,500</b></p>  |
| <p><b>10. Hispanic Theater Guild Corporation</b></p> <p><b>5034 SW 140th Court, Miami, FL 33175</b><br/><b>Organization Established in 1989</b></p> <p><i>World Premiere in Miami</i></p> <p>Funds are requested to support the Hispanic Theater Guild's play "El Inconveniente," by Spaniard Juan Carlos Rubio, which features local actors and artists. The play is a world-premiere written for the Guild by the award winning playwright. Performances are scheduled for six weeks, from April 1 through May 3, 2009 at Teatro 8 on SW 8th Street.</p>  | <p><b>FY2008-2009<br/>TDC Recommendation<br/>\$5,600</b></p>  |
| <p><b>11. Infinito Art &amp; Cultural Foundation, Inc.</b></p> <p><b>6830 Indian Creek Drive #6F, Miami Beach, FL 33141</b><br/><b>Organization Established in 2000</b></p> <p><i>13th Brazilian Film Festival of Miami</i></p> <p>Funds are requested to support the 13th Annual Brazilian Film Festival of Miami, from June 5 - 13, 2009. The festival is part of Infinito Art &amp; Cultural Foundation's circuit calendar and is a market meeting point for business and communication platform for audiovisual professionals from Brazil and the United States. The event also publicizes Miami-Dade County as a sophisticated destination with excellent cultural and artistic tourist attractions.</p> | <p><b>FY2008-2009<br/>TDC Recommendation<br/>\$10,000</b></p> |
| <p><b>12. Kiwanis Club of Little Havana, Inc.</b></p> <p><b>1400 SW 1st Street, Miami, FL 33135</b><br/><b>Organization Established in 1975</b></p> <p><i>Calle Ocho Festival</i></p> <p>Funds are requested to support the Annual Calle Ocho Festival scheduled for March 15, 2009, in Little Havana. Each year Calle Ocho welcomes more than one million visitors from all over the world for the biggest single-day street festival and largest celebration of Hispanic culture in the United States. The festival encompasses 23 blocks of live music, Latin American food and children's activities, including more than 20 musical stages.</p>  | <p><b>FY2008-2009<br/>TDC Recommendation<br/>\$18,000</b></p> |

**Tourist Development Council Grants Program  
FY2008-2009**

*Organization/  
Project Description*

**13. Mad Dog Mandich Fishing Classic, LLC.**

**FY2008-2009  
TDC Recommendation  
\$5,000**

**7400 SW 50th Terrace, Suite 303, Miami, FL 33155  
Organization Established in 2007**

*Publix Mad Dog Mandich Fishing Classic*

Funds are requested to support the Publix Mad Dog Mandich Fishing Classic tournament on May 1-2, 2009, at the Miami Beach Marina. The event features Miami as the capital of sportfishing, a sport that is growing in popularity world wide.

**14. Miami Momentum Dance Company, Inc.**

**FY2008-2009  
TDC Recommendation  
\$7,290**

**P.O. Box 331973, Coconut Grove, FL 33132  
Organization Established in 1982**

*Miami Beach Dance Festival 2009*

Funds are requested to support the Miami Beach Dance Festival held April 1, 2009 through May 10, 2009 at several venues including the Byron Carlyle Theater, Manuel Artime Theater and the Colony Theater. The festival will also feature panel discussions, master classes and dance exhibitions.

**15. Miami River Fund, Inc.**

**FY2008-2009  
TDC Recommendation  
\$7,200**

**c/o Robert King High 1407 NW 7th Street, Suite D, Miami, FL 33125  
Organization Established in 1998**

*Miami Riverday 2009*

Funds are requested to support the 13th Annual Miami Riverday Festival on Saturday, April 4, 2009, at Jose Marti Park. The free festival celebrates the unique culture and heritage of the Miami River, featuring live music, kids' activities, local cuisine, boat tours and complimentary water taxi rides to hotels in the Downtown Miami and Brickell areas.

**16. Miami-Dade Office of Film & Entertainment**

**FY2008-2009  
TDC Recommendation  
\$13,500**

**111 NW 1st Street, Suite 2540, Miami, FL 33128  
Organization Established in 1957**

*FilMiami Marketing Campaign including collateral and promotional items*

Funds are requested to support the new FilMiami marketing campaign including collateral materials and promotional items, advertising and the Reel Scout locations and client management database. This marketing campaign is aimed towards attracting both national and international producers and directors to film in Miami-Dade County, thus generating millions of dollars to the local economy, thousands of hotel room nights and high levels of exposure of Miami-Dade as a tourism destination.

**Tourist Development Council Grants Program  
FY2008-2009**

*Organization/  
Project Description*

- |   |   |
|---|---|
| <p><b>17. Miami-Dade Public Library Foundation, Inc.</b></p> <p><b>101 West Flagler Street, Miami, FL 33130</b><br/><b>Organization Established in 2002</b></p> <p><i>Art of Storytelling</i></p> <p>Funds are requested to support a collaboration between the Miami-Dade Public Library and the Toronto Public Libraries. During this cultural and professional exchange, librarians and storytellers research and perform their craft in each other's country culminating in a week-long series of professional/artistic workshops, library visits, and an international storytelling festival at the Miami-Dade Library's main branch. In its 9th year, the program attracts both a national and international audience.</p>  | <p><b>FY2008-2009</b><br/><b>TDC Recommendation</b><br/><b>\$11,250</b></p> |
| <p><b>18. Michael Epstein Sports Productions, Inc.</b></p> <p><b>29395 Agoura Road Suite 102, Agoura Hills, FL 91301</b><br/><b>Organization Established in</b></p> <p><i>Nautica South Beach Triathlon</i></p> <p>Funds are requested to support the Nautica South Beach Triathlon, a sister event of the Nautica Malibu Triathlon. The event which includes celebrity fundraising and community components, is taking place on Sunday, April 5, 2009, at Lummus Park in South Beach. The event will be televised nationwide on Fox Sports Network, reaching approximately 80 million viewers and will also be advertised nationally in key print media.</p>   | <p><b>FY2008-2009</b><br/><b>TDC Recommendation</b><br/><b>\$13,200</b></p> |
| <p><b>19. Michael-Ann Russell Jewish Community Center, Inc.</b></p> <p><b>18900 NE 25th Avenue, North Miami Beach, FL 33180</b><br/><b>Organization Established in 1987</b></p> <p><i>Festival Yachad - Israeli Folk Dance Festival</i></p> <p>Funds are requested to support the Michael-Ann Russell Jewish Community Center's (JCC) annual Israeli Folk Dance Festival featuring more than 500 dancers from the JCC's Bamachol Dance Academy along with 180 dancers from Israeli dance groups from Latin America and South Florida. Festival Yachad will include two performances at the North Miami Beach Performing Arts Theater on May 31, 2009 and performances at the JCC on June 6, 2009.</p>   | <p><b>FY2008-2009</b><br/><b>TDC Recommendation</b><br/><b>\$5,000</b></p>  |
| <p><b>20. Musical Arts Association of Miami, Inc., The</b></p> <p><b>200 S. Biscayne Boulevard, Suite 3300, Miami, FL 33131</b><br/><b>Organization Established in 2006</b></p> <p><i>The Cleveland Orchestra Miami Residency - Orchestral &amp; Family Concerts</i></p> <p>Funds are requested to support marketing expenditures related to the presentation of The Cleveland Orchestra Miami Residency evening and family concerts in January through April 2009 at the Adrienne Arsht Center for the Performing Arts, plus related activities at FIU's Wolfsonian Museum, Museum of Contemporary Art, University of Miami and Books &amp; Books. The concerts feature a range of orchestral works, from Tchaikovsky's Symphony No. 4 and Brahms' Violin Concerto, to Prokofiev's Peter and the Wolf, among others.</p> | <p><b>FY2008-2009</b><br/><b>TDC Recommendation</b><br/><b>\$10,000</b></p> |

**Tourist Development Council Grants Program  
FY2008-2009**

**Organization/  
Project Description**

**21. Nueva Entertainment, LLC**

**FY2008-2009  
TDC Recommendation  
\$3,000**

**172 Ralph Ave Suite 4R, Brooklyn, NY 11233  
Organization Established in 2007**

*Globaile!*

Funds are requested to support the production of "Globaile!", a multicultural music and dance extravaganza originally from New York City to Virginia Key Park. As a historical pioneer in Miami's racial equality, Virginia Key Park serves as the ideal locale for the event, which aims to unite people of all races and cultures through music. Local residents and tourists can participate and enjoy an array of ethnic cuisine and the sounds of salsa, reggae, samba and a live drum circle during three special events on April 9, July 9 and October 18, 2009.

**22. Patrons of Exceptional Artists, Inc.**

**FY2008-2009  
TDC Recommendation  
\$3,000**

**20191 East Country Club Drive, Suite 709, Aventura, FL 33180  
Organization Established in 1997**

*Miami International Piano Festival - 2009 Discovery Series*

Funds are requested to support the Miami International Piano Festival's 2009 Discovery Series. The festival celebrates four days of recitals and special events dedicated to the art of piano. Artists are selected from around the globe, many making their U.S. or South Florida debuts on May 14-17, 2009, at the Lincoln Theatre in Miami Beach.

**23. Polo Life, LLC, The**

**FY2008-2009  
TDC Recommendation  
\$6,700**

**1688 Meridian Avenue, Suite 400, Miami Beach, FL 33139  
Organization Established in 2006**

*Polo Miami Beach World Cup V*

Funds are requested to support a three day international polo tournament showcasing six international teams as they compete for the fifth annual Polo Miami Beach World Cup on April 30-May 3, 2009. The winner of the tournament will be awarded the La Martina trophy. There will be social events, which will start on April 30 in the Setai and several events at local restaurants and nightclubs on Miami Beach, as well as a player presentation press conference .

**24. Rhythm Foundation, Inc.**

**FY2008-2009  
TDC Recommendation  
\$5,000**

**P.O. Box 398567, Miami Beach, FL 33239  
Organization Established in 1988**

*Transatlantic Festival 2009*

Funds are requested to support the Rhythm Foundation's TransAtlantic Festival 2009, a series of modern world music concerts and events at the North Beach Bandshell and other venues on April 2 - 25, 2009. The Tourist Development Council's grant funds further the Festival's growth into a signature annual event with a significant tourism component.

**Tourist Development Council Grants Program  
FY2008-2009**

*Organization/  
Project Description*

**25. United States Volleyball Association**

**FY2008-2009  
TDC Recommendation  
\$15,000**

**715 S. Circle Drive, Colorado Springs, CO 80910  
Organization Established in 1970**

*2009 Women's VIII Pan American Cup Championships*

Funds are requested to support the operational costs associated with the 2009 Womens VIII Pan American Cup Championships on June 24 - July 4, 2009 at the University of Miami's Bank United Center and the Florida International Univeristy Arena. The event will reach over 12 different countries throughout North, South and Central America along with the Caribbean. This is the first time this event has been hosted in Miami-Dade County.

**26. Virginia Key Beach Park Trust**

**FY2008-2009  
TDC Recommendation  
\$13,500**

**4020 Virginia Beach Drive, Miami, FL 33149  
Organization Established in 2000**

*Fun in the Sun Youth Festival*

Funds are requested to support Virginia Key Beach Park's first green initiative targeting youths that creates awareness of the park on April 25, 2009. The "Fun in the Sun Youth Festival" features youth entertainers Sean Kingston, Selena Serrano, Shonie and Lunch Money.