

# Memorandum

MIAMI-DADE  
COUNTY

**Date:** March 1, 2011

Agenda Item No.9(A)(2)

**To:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

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

**Subject:** FY 2010-2011 Tourist Development Council Grants Program  
First Quarter Recommendations for a Total of \$333,250

## **Recommendation**

It is recommended that the Board approve the funding of 29 grants for a total of \$333,250 from the FY 2010-2011 Tourist Development Council Grants Program – First Quarter. Attached is a list describing the projects being recommended for funding.

## **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. TDC grants are disbursed through Index Code TU243964, Sub-object Code 60625, and drawn from Fund 150, Subfund 151.

## **Delegation of Authority**

Authority of executing, amending and exercising all provisions, including cancellation provisions contained in the contracts for these grants, is delegated to the Department Director.

## **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.

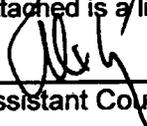
## **Background**

The Tourist Development Council convened on December 16, 2010 to review 31 applications requesting \$541,900 for the First Quarter of the program. The TDC recommended funding 29 applicants for a total of \$333,250.

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

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

The TDC specifically evaluated each applicant organization based on the following competitive review criteria: 1) tourism impact/marketing plan; 2) quality and track record of the organization and its event; 3) event coordination and management; 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 Joe A. Martinez  
and Members, Board of County Commissioners

**DATE:** March 1, 2011

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

**SUBJECT:** Agenda Item No. 9(A)(2)

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
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_ ) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor

Agenda Item No. 9(A)(2)  
3-1-11

Veto \_\_\_\_\_

Override \_\_\_\_\_

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

RESOLUTION AUTHORIZING THE FUNDING OF TWENTY-NINE (29) GRANTS FOR A TOTAL OF \$333,250 FROM THE FY 2010-2011 FIRST QUARTER TOURIST DEVELOPMENT ROOM TAX PLAN AND SURTAX CATEGORY TO PROMOTE MIAMI-DADE COUNTY TOURISM WITH: 7TH CIRCUIT PRODUCTIONS, INC.; ACTORS' PLAYHOUSE PRODUCTIONS, INC.; ALYANS ATIZAY AYISYEN INC.; BAYFRONT PARK MANAGEMENT TRUST; CITY OF SUNNY ISLES BEACH; CLASSICAL SOUTH FLORIDA, INC.; COMMUNITY AIDS RESOURCE, INC., DBA CARE RESOURCE; EDGE ZONES, INC.; EXPONICA INTERNATIONAL, INC.; FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES, FOR THE BENEFIT OF INSTITUTE FOR PUBLIC MANAGEMENT AND COMMUNITY SERVICE; FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES, FOR THE BENEFIT OF WOMEN BASKETBALL; GREATER SOUTH DADE/SOUTH MIAMI/KENDALL CHAMBER OF COMMERCE D.B.A. CHAMBER SOUTH; HAITIAN HERITAGE MUSEUM CORP.; KEY BISCAYNE CHAMBER OF COMMERCE, INC.; LUMANA GLOBAL CORP; M. ATHALIE RANGE CULTURAL ARTS FOUNDATION; MIAMI BEACH CHAMBER OF COMMERCE; MIAMI BEACH LATIN CHAMBER OF COMMERCE, INC.; MIAMI BOOK FAIR INTERNATIONAL, INC.; MIAMI MUSIC FESTIVAL LLC; MIAMI SHORT FILM FESTIVAL INC.; MIAMI-DADE COUNTY DAYS, INC.; MIMO BISCAYNE ASSOCIATION, INC.; MUSEUM OF CONTEMPORARY ART, INC.; NEW WORLD FESTIVAL, INC.; SERAPHIC FIRE, INC; TIGERTAIL PRODUCTIONS, INC.; TROPICAL EVERGLADES VISITOR ASSOCIATION, INC.; UNIVERSITY OF MIAMI, FROST SCHOOL OF MUSIC, 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-nine (29) grants for a total of \$333,250 from the FY 2010-2011 First 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:

7th Circuit Productions, Inc.	2,000
Actors' Playhouse Productions, Inc.	16,000
Alyans Atizay Ayisyen Inc.	10,000
Bayfront Park Management Trust	6,000
City of Sunny Isles Beach	10,500
Classical South Florida, Inc.	10,000
Community AIDS Resource, Inc., dba Care Resource	20,000
Edge Zones, Inc.	7,500
Exponica International, Inc.	10,500
Florida International University Board of Trustees, for the benefit of Institute for Public Management and Community Service	14,400
Florida International University Board of Trustees, for the benefit of Women Basketball	4,000
Greater South Dade/South Miami/Kendall Chamber of Commerce d.b.a. Chamber South	5,400
Haitian Heritage Museum Corp.	6,750
Key Biscayne Chamber of Commerce, Inc.	9,000
Lumana Global Corp	5,000
M. Athalie Range Cultural Arts Foundation	20,000

Miami Beach Chamber of Commerce	20,000
Miami Beach Latin Chamber of Commerce, Inc.	20,000
Miami Book Fair International, Inc.	22,500
Miami Music Festival LLC	6,700
Miami Short Film Festival Inc.	5,250
Miami-Dade County Days, Inc.	15,000
MiMo Biscayne Association, Inc.	12,500
Museum of Contemporary Art, Inc.	10,500
New World Festival, Inc.	12,000
Seraphic Fire, Inc	11,250
Tigertail Productions, Inc.	10,000
Tropical Everglades Visitor Association, Inc.	20,000
University of Miami, Frost School of Music	10,500

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 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:

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Joe A. Martinez, Chairman

Audrey M. Edmonson, Vice Chairwoman

Bruno A. Barreiro

Jose "Pepe" Diaz

Sally A. Heyman

Jean Monestime

Natacha Seijas

Sen. Javier D. Souto

Lynda Bell

Carlos A. Gimenez

Barbara J. Jordan

Dennis C. Moss

Rebeca Sosa

The Chairperson thereupon declared the resolution duly passed and adopted this 1<sup>st</sup> day of March, 2011. 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 *DBM*

Deborah Bovarnick Mastin



**MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS  
Tourist Development Council Grants Program – First 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 «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. GRANT START DATE: October 1, 2010
- 6. GRANT END DATE: December 31, 2010
- 7. REPORT DEADLINE: February 14, 2011

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

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

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

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

**GRANTEE:**

Articles I, II, III, IV and V, together with their exhibits, the Restatement of Project Budget, original application and Universal Affidavit, make up this grant award contract. In signing this article, the undersigned officials, on behalf of the Grantee, certify that they have read and will abide by the terms and considerations set forth in the General Terms and Conditions for Grants (Articles II, III, IV and V) dated October, 2010 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

Approved for form and legal sufficiency by the Miami-Dade County Attorney (10/2010).

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**MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS**  
**GENERAL TERMS AND CONDITIONS FOR TOURIST DEVELOPMENT COUNCIL GRANTS (October, 2010)**  
**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 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. 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 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 his/her 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 1.6. 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 11.14. 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 1.3) and the Itemized Project Budget (Article 1.4) 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 1.7 in the form specific to the program through which this grant is being awarded. **The Grantee agrees and expressly understands that in making Final Report to the Department, any deviation from the grant expense budget attached to the Agreement as the Restatement of Project Budget must be requested in writing to the Director for his/her consideration prior to the Grant End Date stated in Article 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/her sole discretion, may require the Grantee to submit interim reports demonstrating progress on the project and accounting for project expenses to date. The Director may also require that a compilation statement or independent financial audit encompassing the entire grant period and accounting for the expenditure of grant funds be prepared by an independent certified public accountant at the expense of the Grantee.

The Grantee shall attach to the Final Report, copies of original documentation conclusively demonstrating the expenditure of funds for the items indicated in the Restatement of Project Budget as grant award expenses. Documentation shall include, but not be limited to, copies of original bills, invoices, vouchers, receipts, and copies of canceled checks (front and back) clearly designating payment for expenses associated with the event. Cash transactions are not acceptable unless a copy of a contract, invoice, receipt or other documentation supporting such cash payment is received, marked "paid" and signed by the recipient of the cash. 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 1.7, the Director may terminate the Agreement in accordance with Article 11.14. Further, the Director or his designee must approve this report before the Grantee is deemed to have met all conditions of the grant award.

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

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

unable to address the areas of concern within thirty (30) days of receipt of such notice, the Director, at his discretion, may take other actions, which may include the withholding, reduction or rescission of grant funds until such time as the Grantee can demonstrate that such issues have been corrected.

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

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

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

**9. Accounting and Financial Review:** The Grantee must keep accurate and complete books and records for all receipts and expenditures of this grant award and any matching funds required in conformance with reasonable general accounting standards. These books and records, as well as all documents pertaining to payments received and made in conjunction with this grant, such as vouchers, bills, invoices, receipts and canceled checks, shall be retained in Miami-Dade County in a secure place and in an orderly fashion by the Grantee for at least two (2) years after: the Grant End Date specified in Article 1.6.; 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 County's 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**18. Contract Represents Total Agreement:** The Agreement, including its special conditions and attachments, represents the whole and total agreement of the parties. No representations, except those contained within the Agreement and its attachments, are to be considered in construing its terms. Other than as specified in this agreement, 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 Florida Statute 440.

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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.

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  
FY 2010-2011 Tourist Development Council (TDC) Grants Program**

Organization/  
Project Description

**FY 2010-2011  
TDC Recommendation  
Award: \$2,000**

1. **7th Circuit Productions, Inc.**  
**228 NE 59th Street, Miami, Florida 33137-2112**  
**Organization Established in 2002**  
*Moksha Art Fair*  
Funds are requested to support the production and advertising costs for the Moksha Art Fair, held on December 2-4, 2010 at 7th Circuit Studios. The visionary art and music festival which happened during Art Basel Miami Beach week, featured important international and local artists including Alex Grey, Adam Scott Miller, Phutureprimitive, David Starfire, Fantuzzi, Reiner Gamboa and Moksha All Stars featuring members of the Colombian rock group, Aterciopelado.

Organization/  
Project Description

**FY 2010-2011  
TDC Recommendation  
Award: \$16,000**

2. **Actors' Playhouse Productions, Inc.**  
**The Miracle Theatre, Coral Gables, Florida 33134**  
**Organization Established in 1988**  
*2010-2011 Mainstage Season*  
Funds are requested to support the 2010-2011 Mainstage Season marketing campaign for six (6) theatre shows including two world premieres and four Tony Award winning productions. The lineup includes The Color of Desire, Oliver!, The 25th Annual Putnam County Spelling Bee, August: Osage County, Alfred Hitchcock's The 39 Steps, and See Jane Run! Actors' Playhouse 2010-2011 Mainstage season has great appeal to residents and domestic and international visitors to Miami-Dade County.

Organization/  
Project Description

**FY 2010-2011  
TDC Recommendation  
Award: \$10,000**

3. **Alyans Atizay Ayisyen Inc.**  
**225 NE 59th Street, Miami, Florida 33137**  
**Organization Established in 1994**  
*Global Caribbean II: Caribbean Trilogy*  
Funds are requested to support Global Caribbean II: Caribbean Trilogy, an installation showcasing art from the Greater Antilles (Cuba, Haiti, and the Dominican Republic) which premiered on December 3, 2010 during Art Basel. The installation included the premiere of the opera Makandal brought to Miami in collaboration with Harlem Stage. The art exhibit will remain until February 2010.

Organization/  
Project Description

**FY 2010-2011  
TDC Recommendation  
Award: \$6,000**

4. **Bayfront Park Management Trust**  
**301 N Biscayne Boulevard, Miami, Florida 33132**  
**Organization Established in 1987**  
*Downtown Miami's 2010 New Year's Eve Celebration*  
Funds are requested to support Downtown Miami's 2010 New Year's Eve Celebration at Bayfront Park, December 31, 2010. The free, family-friendly event stretches from Bayside Marketplace to the Hotel Intercontinental, and entails a DJ dance party on the Flagler Street promenade, a Junkanoo band parading through the park, food and merchandise vendors, and at midnight the countdown and rise of the Big Orange to the top of the Hotel Intercontinental and fireworks over Biscayne Bay.

**Miami-Dade County Department of Cultural Affairs  
FY 2010-2011 Tourist Development Council (TDC) Grants Program**

Organization/  
Project Description

FY 2010-2011  
TDC Recommendation  
Award: \$10,500

5. **City of Sunny Isles Beach**  
**18070 Collins Avenue, Sunny Isles Beach, Florida 33160**  
**Organization Established in 1997**  
*Sunny Isles Beach Jazz Fest*  
Funds are requested to support the Third Annual Sunny Isles Beach Jazz Fest held on October 15 - 17, 2010 at Samson Oceanfront Park located at 17425 Collins Avenue, Sunny Isles Beach.

Organization/  
Project Description

FY 2010-2011  
TDC Recommendation  
Award: \$10,000

6. **Classical South Florida, Inc.**  
**330 SW 2 St., Fort Lauderdale, Florida 33312**  
**Organization Established in 2007**  
*Sounds of the Season in South Florida*  
Funds are requested to support Sounds of Season in South Florida this Fall featuring two broadcasts of selected performances of Miami's Florida Grand Opera (FGO) 2009-10 season and Handel's Messiah by Miami's Seraphic Fire on Classical South Florida FM radio. The broadcasts of the taped performances, which took place during November and December, highlight the resurgence of classical radio programming in South Florida and the world's classical music performances available in Miami-Dade County.

Organization/  
Project Description

FY 2010-2011  
TDC Recommendation  
Award: \$20,000

7. **Community AIDS Resource, Inc., dba Care Resource**  
**3510 Biscayne Blvd., Suite # 300, Miami, Florida 33137**  
**Organization Established in 1983**  
*26th Anniversary White Party*  
Funds are requested to support the marketing and advertising of the 26th annual White Party Week with its main event, White Party, held at Villa Vizcaya Museum and Gardens on Saturday evening, November 27th. White Party Week is a series of prestigious cultural events that attract 10,000 to 15,000 people from the US and around the world and celebrates the culture and exotic side of Miami and Miami Beach.

Organization/  
Project Description

FY 2010-2011  
TDC Recommendation  
Award: \$7,500

8. **Edge Zones, Inc.**  
**111 NW 1st Street, Miami, Florida 33128**  
**Organization Established in 2004**  
*Zones Contemporary Art Fair*  
Funds are requested to support the Fifth Annual ZONES Contemporary Art Fair 2010, a five-day niche fair/event with discussions by international celebrity curators, a 'Red Carpet' photo session, talks, cocktails, exhibitions, video screenings, music, performance and publications coinciding with Art Basel Miami Beach. More than 20,000 people visit ZONES during the event weekend.

**Miami-Dade County Department of Cultural Affairs  
FY 2010-2011 Tourist Development Council (TDC) Grants Program**

Organization/  
Project Description

FY 2010-2011  
TDC Recommendation  
Award: \$10,500

9. **Exponica International, Inc.**  
**47 NE 25th St. Miami, FL 33137 (Wynwood Arts District), Miami, Florida 33137**  
**Organization Established in 1991**  
*20th Annual Exponica International, The Fair of the Americas*  
 Funds are requested to support the 2010 Exponica International Festival on November 12 - 14, 2010. This indoor/outdoor, family-oriented cultural extravaganza features performing artists and craft artisans visiting the United States on cultural exchange from countries throughout Latin America. The festival attracts annual crowds of over 18,000 residents and visitors to its historic venue, the Miami-Dade County Fair & Expo Center.

Organization/  
Project Description

FY 2010-2011  
TDC Recommendation  
Award: \$14,400

10. **Florida International University Board of Trustees, for the benefit of Institute for Public Management and Community Service**  
**8250 W. Flagler Street, Miami, Florida 33144**  
**Organization Established in 1965**  
*Inter-American Conference of Mayors*  
 Funds are requested to support the organization of the XX Inter-American Conference of Mayors and Local Authorities. The conference brings together mayors, public officials, political leaders, legislators, representatives of non-governmental organizations (NGO), as well as local, regional and national leaders of the western hemisphere to discuss issues pertaining to the strengthening of democracy and the role of local governments.

Organization/  
Project Description

FY 2010-2011  
TDC Recommendation  
Award: \$4,000

11. **Florida International University Board of Trustees, for the benefit of Women Basketball**  
**11200 SW 8th Street, Miami, Florida 33199**  
**Organization Established in 1965**  
*FIU Thanksgiving Tournament and FIU Sun & Fun Classic*  
 Funds are requested to support two Division One women's basketball tournaments at Florida International University, the FIU Thanksgiving Tournament and the FIU Sun & Fun Tournament. Each tournament consists of four teams traveling from out of state to participate. A total of five teams from across the US travel and compete for the basketball tournaments which took place on November 26 & 28 and on December 29 & 30, 2010. The teams are Western Michigan University, Indiana State University and Morehead State, University of Georgia, Marquette University and Louisiana Tech.

Organization/  
Project Description

FY 2010-2011  
TDC Recommendation  
Award: \$5,400

12. **Greater South Dade/South Miami/Kendall Chamber of Commerce d.b.a. Chamber South**  
**6410 SW 80 Street, South Miami, Florida 33143**  
**Organization Established in 1990**  
*39th Annual South Miami Art Festival*  
 Funds are requested to support the 39th Annual South Miami Arts Festival on November 6 and 7, 2010. What originated in 1971 as an arts and crafts sidewalk sale to attract visitors to downtown South Miami has after 39 years evolved into a premiere event.

**Miami-Dade County Department of Cultural Affairs  
FY 2010-2011 Tourist Development Council (TDC) Grants Program**

Organization/  
Project Description

**FY 2010-2011  
TDC Recommendation  
Award: \$6,750**

13. **Haitian Heritage Museum Corp.**  
**4141 NE 2nd Ave. STE 105C, Miami, Florida 33137**  
**Organization Established in 2004**  
*Dancin in the District*

Funds are requested to support "Dancin in the District," an event adapted from the hit show "Dancing with the Stars" but with a Caribbean and Latin American twist. The project entails themed dance performances, competitions, and dance instruction. Culturally charged themes such as Cha Cha or Samba engage the local community as well as visitors to the Miami Design District. The event is held every 2nd Saturday of the month and will feature a different dance genre.

Organization/  
Project Description

**FY 2010-2011  
TDC Recommendation  
Award: \$9,000**

14. **Key Biscayne Chamber of Commerce, Inc.**  
**6410 SW 80 Street, South Miami, Florida 33143**  
**Organization Established in 1957**  
*Key Biscayne Chamber of Commerce & Visitors Center*

Funds are requested to support the Visitor Center of the Key Biscayne Chamber of Commerce located at 88 W McIntyre Street #100, Key Biscayne, FL. The Visitor Center has knowledgeable staff and offers international, national and local guests an ADA compliant information center with over 150 brochures, multi-lingual visitors guides, maps, Miami-Dade transit information, newspapers and magazines.

Organization/  
Project Description

**FY 2010-2011  
TDC Recommendation  
Award: \$5,000**

15. **Lumana Global Corp**  
**4141 NE 2nd Ave. STE 105C, Miami, Florida 33137**  
**Organization Established in 2003**  
*Third Annual Downtown Miami Riverwalk Festival and Boat Parade*

Funds are requested to support the third annual Downtown Miami Riverwalk Festival and Boat Parade on Nov 20, 2010 at 325 S. Biscayne on Miami Riverwalk. The 2010 winner of "Best Outdoor Event," the event is a family signature activity for residents and tourists interacting with arts, culture, music and complementary food tastings at the historic mouth of the Miami River at Biscayne Bay in the heart of Downtown Miami.

Organization/  
Project Description

**FY 2010-2011  
TDC Recommendation  
Award: \$20,000**

16. **M. Athalie Range Cultural Arts Foundation**  
**88 W McIntyre Street, Key Biscayne, Florida 33149-1846**  
**Organization Established in 1997**  
*A Musical Celebration of Life - Honoring Mrs. Athalie Range*

Funds are requested to support the M. Athalie Range Foundation's "15th Annual Musical Celebration of Life." This year's program and honors pioneers who have made a significant contribution to the Black community. The event was held on November 13, 2010, at the Eden Rock Beach Resort and Spa in Miami Beach.

**Miami-Dade County Department of Cultural Affairs  
FY 2010-2011 Tourist Development Council (TDC) Grants Program**

Organization/  
Project Description

**FY 2010-2011  
TDC Recommendation  
Award: \$20,000**

17. **Miami Beach Chamber of Commerce**  
**25 SE 2ND AVE, MIAMI, Florida 33131**  
**Organization Established in 1929**  
*Miami Beach Visitors Center*

Funds are requested to support the Miami Beach Chamber of Commerce Visitors Center located on Miami Beach throughout the FY 2010-2011. The Center has a multi-lingual, well informed staff that provides domestic and international travelers with personal service combined with a vast selection of informative material about Miami Beach, Miami-Dade County and South Florida and provides over 20 daily tours of Miami-Dade County attractions and offers several "new" tours promoting Miami Dade's history, art, design and the cultural arts beginning in January 2011.

Organization/  
Project Description

**FY 2010-2011  
TDC Recommendation  
Award: \$20,000**

18. **Miami Beach Latin Chamber of Commerce, Inc.**  
**1920 Meridian Avenue, Miami Beach, Florida 33139**  
**Organization Established in 1988**  
*Tourist Hospitality Center*

Funds are requested to support the Miami Beach Latin Chamber of Commerce Visitor Center, which has a track record of 15 years in Miami Beach, providing direct customer service to visitors and convention delegates. The Visitor Center anticipates serving 18,000 visitors annually, co-sponsored by the City of Miami Beach. Multilingual staff addresses visitors via walk-ins, telephone and internet on everything there is to do and see in Miami. The center addresses service expectations of tourists with action packed itineraries and assistance for repeat visitorship.

Organization/  
Project Description

**FY 2010-2011  
TDC Recommendation  
Award: \$22,500**

19. **Miami Book Fair International, Inc.**  
**510 Lincoln Road, Miami Beach, Florida 33139**  
**Organization Established in 1984**  
*Miami Book Fair International*

Funds are requested to support the 27th edition of Miami Book Fair International, a literary festival that attracts several hundred authors and exhibitors, as well as hundreds of thousands of tourists to the Wolfson Campus of Miami Dade College and its surrounding streets. The Fair, held on November 14-21, 2010 was a well-attended success. Grant funds offset marketing/publicity fees for the national advertising campaign, marketing to tourists, banners and contractual services for promotion.

Organization/  
Project Description

**FY 2010-2011  
TDC Recommendation  
Award: \$6,700**

20. **Miami Music Festival LLC**  
**300 N.E. 2nd Avenue, Miami, Florida 33132**  
**Organization Established in 2009**  
*Miami Music Festival*

Funds are requested to support the Miami Music Festival, an annual music festival of new and emerging musical acts from around the city, country, and the world. The Festival's daytime and evening performances on over 40 stages in venues throughout Miami and Miami Beach, and the conference during the day, draw hundreds of acts, national press, an estimated 25,000 fans and representatives from the music industry to Miami.

**Miami-Dade County Department of Cultural Affairs  
FY 2010-2011 Tourist Development Council (TDC) Grants Program**

Organization/  
Project Description

**FY 2010-2011  
TDC Recommendation  
Award: \$5,250**

21. **Miami Short Film Festival Inc.**  
2177 Tigertail Ave, Miami, Florida 33133  
Organization Established in 2005  
*9th Edition of the Miami Short Film Festival*  
Funds are requested to support the 9th Edition of the Miami Short Film Festival. The Festival, held on November 15 -20, 2010, at the Coral Gables Art Cinema and Tower Theater featured 125 short films from all over the world.

Organization/  
Project Description

**FY 2010-2011  
TDC Recommendation  
Award: \$15,000**

22. **Miami-Dade County Days, Inc.**  
13899 Biscayne Blvd, #109, North Miami Beach, Florida 33181  
Organization Established in 1989  
*Miami-Dade County Days in Tallahassee 2011*  
Funds are requested to support Miami-Dade County Days in its 22nd year of showcasing Miami-Dade during the legislative session on April 6 & 7, 2011, in Tallahassee, Florida. The common goal is promoting the needs of our community and educating legislators from throughout Florida about Miami-Dade County.

Organization/  
Project Description

**FY 2010-2011  
TDC Recommendation  
Award: \$12,500**

23. **MiMo Biscayne Association, Inc.**  
13899 Biscayne Blvd, #109, North Miami Beach, Florida 33181  
Organization Established in 2007  
*MiMo ART Boulevard*  
Funds are requested to support the marketing program for the MiMo ART Boulevard Festival. The Festival's purpose is to promote the MiMo Boulevard Historic District as an upcoming and exciting new destination in South Florida for tourists. The Festival, held on Sunday, November 28, 2010 along Biscayne Boulevard and at NE 75th Street in Miami provides exposure to the area artists and restaurants.

Organization/  
Project Description

**FY 2010-2011  
TDC Recommendation  
Award: \$10,500**

24. **Museum of Contemporary Art, Inc.**  
686 NE 74th Street, Miami, Florida 33138  
Organization Established in 1981  
*Bruce Weber: Haiti/Little Haiti*  
Funds are requested to support Weber: Haiti/Little Haiti on November 18 - February 13, 2011 at Museum of Contemporary Art in North Miami. This exhibit includes approximately 75 photographs of Miami's Haitian community from 2003 to the present by photographer Bruce Weber, as well as Weber's films: Liberty City is My Paris, and A Letter to True.

**Miami-Dade County Department of Cultural Affairs  
FY 2010-2011 Tourist Development Council (TDC) Grants Program**

Organization/  
Project Description

**FY 2010-2011  
TDC Recommendation  
Award: \$12,000**

25. **New World Festival, Inc.**  
770 N.E. 125th Street, North Miami, Florida 33161  
Organization Established in 1980  
*Coral Gables Cultural Calendar*

Funds are requested to support the production of cultural events, among them the annual Mainly Mozart Festival, and the publication of the monthly Coral Gables Cultural Calendar, as part of the effort to make Coral Gables and Miami-Dade County a culturally-oriented tourist destination.

Organization/  
Project Description

**FY 2010-2011  
TDC Recommendation  
Award: \$11,250**

26. **Seraphic Fire, Inc**  
1900 Coral Way, Suite 301, Miami, Florida 33145  
Organization Established in 2004  
*Seraphic Fire Signature Series*

Funds are requested to support Seraphic Fire's Masterworks Series that is comprised of four large-scale musical masterpieces which feature the combined forces of Seraphic Fire with the Firebird Chamber Orchestra in major performance venues in Miami-Dade County. Using targeted national marketing and public relations Seraphic Fire will encourage cultural tourists from colder winter climates to take vacations to South Florida that include both wonderful weather and high quality classical music performances.

Organization/  
Project Description

**FY 2010-2011  
TDC Recommendation  
Award: \$10,000**

27. **Tigertail Productions, Inc.**  
842 NW 9th Court, Miami, Florida 33136  
Organization Established in 1979  
*Tigertail International & Special Events*

Funds are requested to support the Tigertail International & Special Events 2010/11. Tigertail, Florida's pioneer of innovative art, presents dynamic and stimulating new work in music, dance, theater, poetry and the visual arts, art by and for Greater Miami.

Organization/  
Project Description

**FY 2010-2011  
TDC Recommendation  
Award: \$20,000**

28. **Tropical Everglades Visitor Association, Inc.**  
160 US Highway One, Florida City, Florida 33034  
Organization Established in 1993  
*Tropical Everglades Visitor Center*

Funds are requested to support the operation of the visitor center located in Florida City. The visitor center is open year-round. The visitor center helps over 85,000 visitors a year. Promoting local tourist-related businesses in southern Miami-Dade County, the visitor center has helped over 2 million since opening its doors in 1988. The visitor center hands out information on the national parks and directions to many local hotels and attractions.

**Miami-Dade County Department of Cultural Affairs  
FY 2010-2011 Tourist Development Council (TDC) Grants Program**

*Organization/  
Project Description*

**FY 2010-2011  
TDC Recommendation  
Award: \$10,500**

- 29.     University of Miami, Frost School of Music  
University of Miami Frost School of Music, Coral Gables, Florida 33146  
Organization Established in 1926  
*Festival Miami 2010***

Funds are requested to support artistic programming for Festival Miami. Artistically excellent programming is the key to the popularity and proven longevity of Festival Miami. As one of the leading cultural entities enhancing Miami's arts landscape, it continues to focus on attracting tourists to Miami-Dade County through its regional, national and international marketing efforts.