

Date: January 23, 2013

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: FY 2012-2013 Tourist Development Council Grants Program
First Quarter Recommendations for a Total of \$411,500 Resolution No. R-14-13

Agenda Item No. 8(C)(2)

This item was amended at the December 10, 2012 Recreation and Cultural Affairs Committee meeting to remove the TDC grant recommendation to Florida International University for the benefit of the Institute of Public Management in the amount of \$14,400 at the request of Commissioner Souto. The TDC grant recommendation total has been changed to reflect this amendment.

Recommendation

It is recommended that the Board approve the funding of 32 grants for a total of \$411,500 from the FY 2012-2013 Tourist Development Council Grants Program – First Quarter. Attached is a list describing the projects being recommended for funding. In addition, it is recommended that Resolution R-130-06 (requiring contracts with non-governmental entities be signed by the other parties before being submitted to the Board of County Commissioners) be waived in order to expedite the allocation of funding support for these time-sensitive, tourism-oriented and community events.

Scope

The impact of this agenda item is countywide.

Fiscal Impact/Funding Source

Funding for the Tourist Development Council (TDC) Grants Program comes from the 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. Further, a remaining balance of \$176,627 in unspent grant funds in FY 2011-12 was carried over and is being appropriated as part of the FY 2012-13 program. TDC grants are disbursed through Index Code TU243964, Sub-object Code 60625, and drawn from Fund 150, Subfund 151.

In Ordinance 12-74, a total of \$1,125,000 has been allocated for FY 2012-2013 Tourist Development Council (TDC) Grants (\$1,025,000 from Fund ST 150, Subfund 151, plus \$100,000 from Fund ST 150, Subfund 152). The current first quarter recommendations, totaling \$425,900, begins the recommended TDC grant allocations for this fiscal year.

Delegation of Authority

Authority for executing contracts for these grants resides with the Mayor or his designee; authority for 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 October 31, 2012 to review 33 applications requesting \$578,400 for the First Quarter of the program. The TDC recommended funding 33 applicants for a total of \$425,900.

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

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

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

It is recommended that Resolution R-130-06 (requiring contracts with non-governmental entities be signed by the other parties before being submitted to the Board of County Commissioners) be waived. These grant recommendations are being submitted to the Board immediately subsequent to their thorough evaluation by the Tourist Development Council and while the Department of Cultural Affairs simultaneously issues grant agreements for execution by grantees, subject to the Board's approval of this agenda item. It is in the best interest of the County to waive Resolution R-130-06 and proceed in this manner in order to expedite grant allocations for time-sensitive, tourism-oriented and community events. This "dual track" approach saves from one to two months of time in providing funding support to projects that have been evaluated through a thorough and already lengthy grants review process. As a safeguard, the Department negotiates the grant agreements by closely adhering to the descriptions of projects that are summarized in the list of grant projects attached to this memorandum. In addition, grant funds are released on a reimbursement basis to ensure that County grant funds are used strictly for the activities that are listed in this memorandum and represented in the subsequent grant agreements.

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



Lisa M. Martinez, Senior Advisor to the Mayor



MEMORANDUM
(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: January 23, 2013

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

SUBJECT: Agenda Item No.8(c)(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 Mayor'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
Veto _____
Override _____

Agenda Item No. 8(C)(2)
1-23-13

RESOLUTION NO. R-14-13

RESOLUTION AUTHORIZING THE FUNDING OF THIRTY-TWO (32) GRANTS FOR A TOTAL OF \$411,500 FROM THE FY 2012-2013 FIRST QUARTER TOURIST DEVELOPMENT ROOM TAX PLAN AND SURTAX CATEGORY TO PROMOTE MIAMI-DADE COUNTY TOURISM WITH: ACTORS' PLAYHOUSE PRODUCTIONS, INC.; BAYFRONT PARK MANAGEMENT TRUST; CITY OF SUNNY ISLES BEACH; CLASSICAL SOUTH FLORIDA, INC.; COMMUNITY AIDS RESOURCE, INC. DBA CARE RESOURCE; EXPONICA INTERNATIONAL, INC.; FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES, FOR THE BENEFIT OF WOMEN BASKETBALL; GABLESTAGE, INC.; GREATER SOUTH DADE/SOUTH MIAMI/KENDALL CHAMBER OF COMMERCE DBA CHAMBER SOUTH; ITALIAN FILM FESTIVAL, INC.; JEWISH MUSEUM OF FLORIDA, INC.; M. ATHALIE RANGE CULTURAL ARTS FOUNDATION, INC.; MDGLCC FOUNDATION, INC.; MELA, INC.; MIAMI BEACH CHAMBER OF COMMERCE; MIAMI BEACH LATIN CHAMBER OF COMMERCE, INC.; MIAMI BOOK FAIR INTERNATIONAL, INC.; MIAMI NICE JAZZ FESTIVAL, INC.; MIAMI SHORT FILM FESTIVAL, INC.; MIAMI-DADE COUNTY DAYS, INC.; MUSEUM OF CONTEMPORARY ART, INC., OCEAN PROMOTIONS & EVENTS, LLC; OLYMPIA CENTER, INC.; PARKS FOUNDATION OF MIAMI-DADE, INC.; SERAPHIC FIRE, INC.; TEATRO EN MIAMI CORP.; THE DANCE NOW! ENSEMBLE, INC.; THE DAVE AND MARY ALPER JEWISH COMMUNITY CENTER, INC.; THE MUSICAL ARTS ASSOCIATION OF MIAMI, INC.; TIGERTAIL PRODUCTIONS, INC.; TROPICAL EVERGLADES VISITOR ASSOCIATION, INC.; UNIVERSITY OF MIAMI, FROST SCHOOL OF MUSIC WAIVING RESOLUTION R-130-06, AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE GRANT AGREEMENTS 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 waives the requirements of resolution R-130-06, and approves funding of >>thirty-two (32)<<¹ ~~[[thirty-three (33)]]~~ grants for a total of >>\$411,500<< ~~[[\$425,900]]~~ from the FY 2012-2013 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:

Actors' Playhouse Productions, Inc.	15,000
Bayfront Park Management Trust	5,000
City of Sunny Isles Beach	12,000
Classical South Florida, Inc.	15,000
Community AIDS Resource, Inc., dba Care Resource	15,000
Exponica International, Inc.	20,000
[[Florida International University Board of Trustees, for the benefit of Institute for Public Management	14,400]]
Florida International University Board of Trustees, for the benefit of Women Basketball	4,000
GableStage, Inc.	10,500
Greater South Dade/South Miami/Kendall Chamber of Commerce d/b/a Chamber South	5,000
Italian Film Festival, Inc.	6,750
Jewish Museum of Florida, Inc.	5,000
M. Athalie Range Cultural Arts Foundation, Inc.	20,000
MDGLCC Foundation, Inc.	20,000
Mela, Inc.	5,000
Miami Beach Chamber of Commerce	20,000
Miami Beach Latin Chamber of Commerce, Inc.	20,000
Miami Book Fair International, Inc.	25,000

¹ Committee amendments are indicated as follows: words stricken through and/or ~~[[double bracketed]]~~ shall be deleted, words underscored and/or >>double arrowed<< constitute the amendment proposed

Miami Nice Jazz Festival, Inc.	15,000
Miami Short Film Festival, Inc.	10,000
Miami-Dade County Days, Inc.	15,000
Museum of Contemporary Art, Inc.	20,000
Ocean Promotions & Events, LLC	10,000
Olympia Center, Inc.	10,000
Parks Foundation of Miami-Dade, Inc.	15,000
Seraphic Fire, Inc.	8,750
Teatro en Miami Corp.	9,000
The Dance Now! Ensemble, Inc.	5,000
The Dave and Mary Alper Jewish Community Center, Inc.	15,000
The Musical Arts Association of Miami, Inc.	8,000
Tigertail Productions, Inc.	7,500
Tropical Everglades Visitor Association, Inc.	20,000
University of Miami, Frost School of Music	20,000

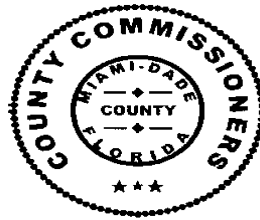
and authorizes the County Mayor or County Mayor's designee to execute grant agreements, in substantially the form of the sample attached hereto, with each grantee for and on behalf of Miami-Dade County, Florida and to execute the cancellation provisions contained therein.

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

	Rebeca Sosa, Chairwoman	aye
	Lynda Bell, Vice Chair	aye
Bruno A. Barreiro	aye	Esteban L. Bovo, Jr.
Jose "Pepe" Diaz	absent	Audrey M. Edmonson
Sally A. Heyman	aye	Barbara J. Jordan
Jean Monestime	aye	Dennis C. Moss
Sen. Javier D. Souto	aye	Xavier L. Suarez
Juan C. Zapata	aye	

The Chairperson thereupon declared the resolution duly passed and adopted this 23th day of January, 2013. 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

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in black ink, appearing to read "D.F.", written over a horizontal line.

By: ***Christopher Agrippa***
Deputy Clerk

Daniel Frastai



**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»)
- 2. AMOUNT OF GRANT: «Address», «City», «State» «Zip»
- 3. PROJECT: «Award» (Reimbursement / Direct)
«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, 2012
- 6. GRANT END DATE: December 31, 2012
- 7. REPORT DEADLINE: February 14, 2013

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, 2011 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 (October, 2011)
ARTICLES II, III, IV and V

ARTICLE II

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

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

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

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

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

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

Amendments to this Agreement and/or minor project revisions believed to be necessary for the purpose of completing the project, but which do not increase the amount of the grant award or substantially alter the original project, its quality, impact, or benefit to the organization, the County or its citizens, must be submitted/requested in writing to the Director sufficiently prior to implementation of revisions for the Director's execution (in the case of an amendment) or approval (in the case of a revision). Minor revisions include,

but are not limited to those affecting project scope, venue, 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 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 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 II.14. Further, the Director or his designee must approve this report before the Grantee is deemed to have met all conditions of the grant award.

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

Upon request, the Grantee shall provide the Director with notice of all meetings of its Board of Directors or governing board, general activities and project-related events. In the event the Director or his designee concludes, as a result of such monitoring and/or

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

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

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

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

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

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 General Terms and Conditions for Tourist Development Council Grants (10/2011)

Tourist Development Council, the Department of Cultural Affairs, the Cultural Affairs Council, the Miami-Dade County Mayor, the Miami-Dade County Board of County Commissioners, or its employees.

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

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

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

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

- (a) County Ordinance No. 72-82 - Miami-Dade County's Conflict of Interest and Code of Ethics Ordinance - as amended, which is incorporated herein by reference as if fully set forth herein;
- (b) Section 2-8.1- of the Miami-Dade County Code - Ownership Disclosure;
- (c) County Ordinance No. 90-133- Amending Sec. 2-8.1; (d)(2) - Employment Disclosure;
- (d) Section 2-8.6 -of the County Code - Criminal Record;
- (e) County Ordinance No. 92-15 codified as Section 2-8.1.2 of the County Code - Employment Drug-free Workplace;
- (f) County Ordinance No. 142-91 codified as Section 11A -29 et. seq. of the County Code – Family Leave;
- (g) County Resolution R-385-95 - Miami-Dade County Disability Nondiscrimination Affidavit, incorporating the following Federal laws and Acts:
 - (1) The Americans with Disabilities Act of 1990 (ADA), Pub.L. 101-336, 104 Stat. 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment;
 - (2) Title II, Public Services;
 - (3) Title III, Public Accommodation and Services Operated by Private Entities; and Section 504 of the Rehabilitation Act of 1973;
 - (4) Title IV, Telecommunications;
 - (5) Title V, Miscellaneous Provisions: The Rehabilitation Act of 1973, 29 U.S.C. Section 794; The Federal Transit Act, as amended 49 U.S.C. Section 1612; The Fair House Act as amended, 42 U.S.C. Section 3601 - The foregoing requirements of this section shall not pertain to contracts with the United States or any department or agency thereof, or the State or any political subdivision or agency thereof or any municipality of this State;
- (h) Section 2-8.1 (c) of the County Code regarding Delinquent and Currently Due Fees or Taxes.

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

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

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

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

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

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

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

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

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

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

ARTICLE III - INSURANCE

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

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

3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the project, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

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

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

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

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

ARTICLE IV - TERMINATION

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

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

ARTICLE V - SPECIAL CONDITIONS

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

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

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 2012-2013 Tourist Development Council (TDC) Grants Program**

*Organization/
Project Description*

**FY 2012-2013
TDC Recommendation**

1. **Actors' Playhouse Productions, Inc.** **Award: \$15,000**
The Miracle Theatre, Coral Gables, Florida 33134
Organization Established in 1988
25th Anniversary Mainstage Season
 Grant funds are requested to support the marketing efforts for the 25th Anniversary Mainstage Season, October 1, 2012 through August 30, 2013. The performances presented for the 2012-2013 Anniversary include: The Musical; Godspell; The Last Five Years (the play); Other Desert Cities (the musical); In The Heights (the play); The Fox on the Fairway; and the musical Rated P for Parenthood. Each of these shows have brand reputations to market tourism to Miami-Dade.

2. **Bayfront Park Management Trust** **Award: \$5,000**
301 N Biscayne Boulevard, Miami, Florida 33132
Organization Established in 1987
Downtown Miami's 2012 New Year's Eve Celebration
 Grant funds are requested to support Downtown Miami's 2012 New Year's Eve Celebration. The event is scheduled for December 31, 2012, from 8:00 pm until midnight, and stretches from Bayside Marketplace to the Hotel Intercontinental. Estimated crowds of 70,000 enjoy a family-friendly evening of music and food culminating with the Big Orange ascending the Hotel Intercontinental and a spectacular fireworks display over Biscayne Bay - with absolutely no admission charge.

3. **City of Sunny Isles Beach** **Award: \$12,000**
18070 Collins Avenue, Sunny Isles Beach, Florida 33160
Organization Established in 1997
Sunny Isles Beach Jazz Fest 2012
 Grant funds are requested to support the 5th annual Sunny Isles Beach Jazz Fest taking place on Saturday, October 13, 2012 at Heritage Park, located at 19200 Collins Avenue. This music festival will celebrate the extraordinary sounds of jazz music and feature David Benoit, and other great artists.

4. **Classical South Florida, Inc.** **Award: \$15,000**
330 SW 2 St., Fort Lauderdale, Florida 33312
Organization Established in 2007
A Grand Evening for Opera
 Grant funds are requested to support A Grand Evening for Opera: the broadcasts of two selected performances from Miami's Florida Grand Opera, (FGO) 2012-2013 season on Classical South Florida 89.7. The broadcasts in November and December of the recorded performances is geared towards encouraging ticket purchases while highlighting the new FGO season and the resurgence of classical radio programming in South Florida and the world's best classical music performances available in Miami-Dade County. All TDC funds will be spent for the purposes of Miami-Dade County.

**Miami-Dade County Department of Cultural Affairs
FY 2012-2013 Tourist Development Council (TDC) Grants Program**

<i>Organization/ Project Description</i>	FY 2012-2013 TDC Recommendation
<p>5. <u>Community AIDS Resource, Inc., dba Care Resource</u> 3510 Biscayne Blvd., Suite # 300, Miami, Florida 33137 Organization Established in 1983 <i>White Party Week 2012</i> Grant funds are requested to support local, national and international advertising for White Party Week events from November 19-26, 2012. The are a series of cultural and music events planned to showcase Miami and Miami Beach as a tourist destination for Gay and Lesbian travelers. This year marketing efforts have been expanded to encourage minorities (African Americans and Hispanics) and youth ages, 18-25 (fashion students from Miami International University of Art & Design) in project efforts.</p>	<p>Award: \$15,000</p>
<p>6. <u>EXPONICA INTERNATIONAL, INC.</u> 10380 West Flagler Street, Miami, Florida 33174 Organization Established in 1991 <i>2012 Exponica International</i> Grant funds are requested to support the 2012 Exponica International, a three-day international event, November 9 - 11, 2012. This indoor/outdoor event is an extravaganza that celebrates the cultural diversity of Miami-Dade County featuring performing artists and craft artisans visiting Miami from the United States, Latin America and the Caribbean. The festival attracts more than 17,000 residents, visitors and tourists to its historic venue, the Miami-Dade County Fair & Expo Center.</p>	<p>Award: \$20,000</p>
<p>7. <u>Florida International University Board of Trustees, for the benefit of Women Basketball</u> 11200 SW 8th Street, Miami, Florida 33199 Organization Established in 1972 <i>FIU Thanksgiving Tournament and FIU Sun & Fun Classic</i> Grant funds are requested to support the FIU Thanksgiving Tournament and FIU Sun & Fun Classic. The Thanksgiving Tournament is November 23 and 25 and the FIU Sun & Fun Classic is Decemember 29 and 30, 2012. Both tournaments will take place at FIU's US Century Bank Arena. Participating teams are University of Iowa, Louisiana State University, West Virginia University, Northeastern University, Georgia Tech University and Quinnipiac University.</p>	<p>Award: \$4,000</p>
<i>Organization/ Project Description</i>	FY 2012-2013 TDC Recommendation
<p>8. <u>GABLESTAGE, INC.</u> 1200 Anastasia Ave., Coral Gables, Florida 33134 Organization Established in 1979 <i>2012-2013 Season</i> Grant funds are requested to support the six plays of GableStage's 2012-2013 Season, which will feature VENUS IN FUR by David Ives, HAMLET by William Shakespeare, adapted by Tarell Alvin McCraney, 4000 MILES by Amy Herzog, THE SUBMISSION by Jeff Talbott, GOOD PEOPLE by David Lindsay-Abaire, and SONS OF THE PROPHET by Stephen Karam.</p>	<p>Award: \$10,500</p>

**Miami-Dade County Department of Cultural Affairs
FY 2012-2013 Tourist Development Council (TDC) Grants Program**

9. Greater South Dade/South Miami/Kendall Chamber of Commerce d/b/a Award: \$5,000

Chamber South

6410 SW 80 Street, South Miami, Florida 33143

Organization Established in 1990

41st Annual South Miami Arts Festival

Grant funds are requested to support the Chamber South 41st Annual South Miami Art Festival, a fine arts show featuring juried artists from across the country. The event is free to the public, providing an outstanding cultural experience. Held on the weekend of November 3 & 4, 2012, this premiere event attracts an audience of 50,000 from near and far, kicking off the festival season in Miami-Dade County and providing a multicultural experience in a family setting.

10. Italian Film Festival, Inc. Award: \$6,750

5151 Collins Avenue, Miami Beach, Florida 33140

Organization Established in 2003

2012 Italian Film Festival

Funds are requested to support the 10th Annual Italian Film Festival, October 4–9, 2012 at the Regal Cinemas South Beach on Lincoln Road. This year's festival will include 10 of the top Italian films produced in 2012-2013 that have not yet been screened for South Florida audiences. The festival will also include a tribute to Italian cinema at Tower Theatre in Miami, screenings at the Coral Gables Art Cinema and the Miami Beach Cinematheque, a Short Film Competition and other events.

11. Jewish Museum of Florida Award: \$5,000

301 Washington Avenue, Miami Beach, Florida 33139

Organization Established in 1989

Project Mah Jongg - Marketing for Exhibit and Programs

Grant funds are requested to support marketing and public relations and a full schedule of programs to attract visitors from all over the state, country and world for the exhibit: PROJECT MAH JONGG, on display October 16, 2012- March 17, 2013. This colorful and entertaining exhibit sheds light on the little-known historical dimensions of the game, exploring its impact on cultural identity, fashion and style. With roots in China, mah jongg became closely linked with the experience of Jewish American women starting in the 1930s. Mah jongg is still an extremely popular inter-generational tradition, especially in Florida. This highly acclaimed traveling exhibit was curated and is circulated by the Museum of Jewish Heritage – A Living Memorial to the Holocaust, New York, and is attracting media attention and huge audiences in each of its venues.

*Organization/
Project Description*

FY 2012-2013
TDC Recommendation

12. M. Athalie Range Cultural Foundation, Inc. Award: \$20,000

5727 NW 17th Avenue, Miami, FL 33142

Organization Established in 1997

A Musical Celebration of Life Honoring Mrs. Athalie Range

Grant funds are requested to support the M. Athalie Range Foundation's "Annual Musical Celebration of Life." This program honors pioneers who have made a significant contribution to the black community.

**Miami-Dade County Department of Cultural Affairs
FY 2012-2013 Tourist Development Council (TDC) Grants Program**

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|---|---|---|
| 13. | <p><u>MDGLCC Foundation, Inc.</u>
1130 Washington Avenue, Miami Beach, Florida 33139
Organization Established in 2009
<i>LGBT Visitor Center</i></p> <p>Grant funds are requested to support the marketing efforts for the LGBT Visitor Center and the Hotel Reservation portal on GoGayMiami.com. Focus is to increase year-round LGBT tourism to Miami-Dade County which will include web and print advertising for South Florida, New York City, Washington D.C., Boston, Philadelphia and Atlanta. Advertising will focus on drawing visitors to the center and providing a snapshot calendar of events as a lure to visit the destination. Center advertising will be supplemented by the GMCVB.</p> | Award: \$20,000 |
| 14. | <p><u>Mela, Inc.</u>
117 S Doheny Drive #314, Los Angeles, California 90048
Organization Established in 2009
<i>HIT Week Miami 2012</i></p> <p>Grant funds are requested to support HIT Week Miami 2012, a now annual event with a strong tourism component. This three-day series presents six of the most innovative and popular new Italian music groups. HIT Week introduces US audiences to the diversity of talent in Italy today and helps share the Italian lifestyle. It also develops links between Italian business and media with Miami-based partners. The project will be broadcast in December on Italian TV. All grant funds will be used to support activities that occur in Miami-Dade County.</p> | Award: \$5,000 |
| 15. | <p><u>Miami Beach Chamber of Commerce</u>
1920 Meridian Avenue, Miami Beach, Florida 33139
Organization Established in 1929
<i>Miami Beach Chamber of Commerce Visit Miami Beach</i></p> <p>Grant funds are requested to support the administration of the Visit Miami Beach Visitor Center for fiscal year 2012-2013. The Miami Beach Chamber of Commerce subsidizes this project, administers and manages the Center.</p> | Award: \$20,000 |
| <p><i>Organization/
Project Description</i></p> | | <p>FY 2012-2013
TDC Recommendation</p> |
| 16. | <p><u>Miami Beach Latin Chamber of Commerce, Inc.</u>
510 Lincoln Road, Miami Beach, Florida 33139
Organization Established in 1988
<i>Tourist Hospitality Center</i></p> <p>The Tourist Hospitality Center is a well-organized customer service program, open all year with a 16 year track record, addressing more than 10,000 walk-in visitors at Lincoln Road. The multilingual staff addresses international and domestic walk-in visitors, and also provides customer service via phone and online (miamibeach.org) - advising on everything there is to do and see in Miami - for an average total of 14,000 visitors addressed. The program has great marketing component and generates incremental revenue for hotels.</p> | Award: \$20,000 |

**Miami-Dade County Department of Cultural Affairs
FY 2012-2013 Tourist Development Council (TDC) Grants Program**

17. Miami Book Fair International, Inc. Award: \$25,000
 300 N.E. 2nd Avenue, Miami, Florida 33132
 Organization Established in 1984
Miami Book Fair International
 Grant funds are requested to support the 29th 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. This year's Fair will be held November 11-18, 2012. Grant funds will offset marketing and publicity fees for the national marketing campaign, marketing to tourists, banners, and contracted services for promotion.

18. Miami Nice Jazz Festival, Inc. Award: \$15,000
 175 SW 7 Street #1900, Miami, Florida 33130
 Organization Established in 2012
Miami Nice Jazz Festival 2012
 Grant funds are requested to support the launch of Miami Nice Jazz Festival, October 25-28, 2012. This series of world class jazz artists includes legendary and emerging jazz musicians. The Festival takes place at the historic Gusman Center, and will animate the entire downtown Miami district with arts and culture.

19. MIAMI SHORT FILM FESTIVAL, INC. Award: \$10,000
 247 SW 8th Street, Suite # 393, Miami, Florida 33130
 Organization Established in 2005
The 11th Edition of Miami short Film Festival
 Grant funds are requested to support the Miami short Film Festival (MsFF) at the Tower Theater in Little Havana, Miami Beach Cinematheque and Paragon Theater, Coconut Grove. The MsFF highlights the best of short films, attracting film professionals, tourists and enthusiast to Miami for a week of cinematic excellence. The MsFF also invites directors and actors to attend the festival from around the world to be present during screenings, participate in Q&As and to receive their awards.

*Organization/
Project Description*

**FY 2012-2013
TDC Recommendation**

20. Miami-Dade County Days, Inc. Award: \$15,000
 13899 Biscayne Blvd, #137, North Miami Beach, Florida 33181
 Organization Established in 1989
Miami-Dade County Days 2013 - Paella Fest
 Grant funds are requested to support Miami-Dade County Days, now in its 25th year of showcasing Miami-Dade County during the legislative session on April 3-4, 2013, in Tallahassee, Florida. The common goal is promoting the heads of our community and educating legislators from throughout Florida about Miami-Dade County.

**Miami-Dade County Department of Cultural Affairs
FY 2012-2013 Tourist Development Council (TDC) Grants Program**

21. Museum of Contemporary Art, Inc. Award: \$20,000
 770 N.E. 125th Street, North Miami, Florida 33161
 Organization Established in 1981
Bill Viola: Liber Insularum
 Grant funds are requested to support the Museum of Contemporary Art's American premier exhibit by Bill Viola: Liber Insularum. This major solo exhibition on display at MOCA, December 5, 2012 through March 3, 2013, consists of 11 screen works and projections by Bill Viola who is internationally recognized as one of today's leading pioneers in the art of video.

22. Ocean Promotions & Events, LLC Award: \$10,000
 2550 S Bayshore Drive, Miami, Florida 33133
 Organization Established in 2007
Grovetoberfest
 Grant funds are requested to support artistic costs associated with the production of Grovetoberfest on October 13, 2012 in the heart of Coconut Grove at Peacock Park. The festival will feature live entertainment and various educational components.

23. Olympia Center, Inc. Award: \$10,000
 169 E. Flagler Street, Suite 837, Miami, Florida 33131
 Organization Established in 2010
2012 Recent Cinema from Spain
 Grant funds are requested to support the production costs associated with the presentation of the latest hit Spanish films in Miami, Florida. The series is a Seventh Art showcase with public appearances by top-ranked Spanish celebrities who have put "Made in Spain" productions at the vanguard of international filmmaking. Following the huge success of the first edition of the series in 2011, Miami will continue to host this exhibition of Spanish cinema annually, where it will again be at the top of the city's cultural calendar – with Miami being a city especially open to Spanish films and culture. This year's series will take place November 8-11, 2012 at the Olympia Theater at the Gusman Center from the Performing Arts.

*Organization/
Project Description*

FY 2012-2013
TDC Recommendation

24. Parks Foundation of Miami-Dade Inc. Award: \$15,000
 275 NW 2nd Street, Suite 546, Miami, Florida 33128
 Organization Established in 2004
Ribfest 2012
 Grant funds are requested to support a portion of the marketing costs for the ninth annual Ribfest, a family barbecue style festival scheduled for November 2 through 4, 2012 at Zoo Miami. Activities include a rib cooking contest, live music by nationally known groups and a host of fun activities for adults and children to participate in and watch. Eating and enjoyment are central to the festivities with a rib cooking contest, while the public enjoys ribs, sauce and side dishes sold by contestants.

**Miami-Dade County Department of Cultural Affairs
FY 2012-2013 Tourist Development Council (TDC) Grants Program**

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Project Description</i> | FY 2012-2013
TDC Recommendation |
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| 25. | <p><u>Seraphic Fire, Inc.</u>
 2153 Coral Way, Miami, Florida 33145
 Organization Established in 2004
 <i>Seraphic Fire's 11th Season-- Fall Performances</i>
 Grant funds are requested to support Seraphic Fire's 11th Fall Season, October 17 through December 3, 2012. There are 15 concerts (5 programs) of choral and orchestral music by Seraphic Fire (SF), the internationally-lauded professional chamber choir based in Miami, and the Firebird Chamber Orchestra planned. Using targeted national marketing, SF will encourage cultural tourists from colder Northern climes to take vacations to South Florida which include both great weather and high-quality music performances.</p> | Award: \$8,750 |
| 26. | <p><u>Teatro en Miami Corp.</u>
 10302 NW 9 Street Circle Unit 104, Miami, Florida 33172
 Organization Established in 2002
 <i>TEMFest 2012</i>
 Grant funds are requested to support, produce, promote, and perform the third edition of a unique local theatre festival in Miami (TEMFest). TEMFest 2012 will be presented in five different venues in Miami-Dade County from October 1-28, 2012 to an estimated 13,250 children, adults, family members, and tourists via 24 performances. TEMFest will host 67 local artists featuring world premieres, street theater, and two children theater productions during this time.</p> | Award: \$9,000 |
| 27. | <p><u>The Dance Now! Ensemble, Inc.</u>
 PO Box 416525, Miami Beach, Florida 33141
 Organization Established in 2000
 <i>Fall for Dance NOW!</i>
 Grant funds are requested to support Fall for Dance NOW!, November 17-18, 2012 at the Little Haiti Cultural Center (LHCC) featuring OCEANICA, a world premiere from Diego Salterini based on the dynamic world of the Coral Reefs. Ancillary activities include Miami Open Stage, December 15, 2012, at LHCC featuring local emerging choreographers, Cultural Passport Performances for public school 7th graders and ongoing open classes for children and adults.</p> | Award: \$5,000 |
| 28. | <p><u>THE DAVE AND MARY ALPER JEWISH COMMUNITY CENTER, INC.</u>
 11155 SW 112 Avenue, Miami, Florida 33176
 Organization Established in 1986
 <i>Dave and Mary Alper JCC First Quarter Visual Arts First Quarter</i>
 Grant funds are requested to support the First Quarter Dave and Mary Alper Jewish Community Center Visual Arts Season including "Circles Within Circles: Jewish Time Frames: Photography by Lloyd Wolf," "Poems by Sherri Waas Shunfenthal" and "A Stitch in Jewish Time: Provocative Textiles." Funding will also support presentations by 14 nationally and internationally acclaimed authors for the 32nd Annual Jewish Book Festival (October 11 - November 8).</p> | Award: \$15,000 |

**Miami-Dade County Department of Cultural Affairs
FY 2012-2013 Tourist Development Council (TDC) Grants Program**

- | | <i>Organization/
Project Description</i> | FY 2012-2013
TDC Recommendation |
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| 29. | <p><u>The Musical Arts Association of Miami, Inc.</u>
 1444 Biscayne Boulevard, Miami, Florida 33132
 Organization Established in 2006
 <i>The Cleveland Orchestra Miami 2012-13 Season</i>
 Grant funds are requested to support marketing expenditures related to the presentation of The Cleveland Orchestra Miami's 2012-2013 season at the Adrienne Arsht Center for the Performing Arts of Miami-Dade County. In addition, funds are requested for related education and community engagement activities at locations county-wide. The 2012-13 season runs from November 16, 2012 through March 16, 2013.</p> | Award: \$8,000 |
| 30. | <p><u>Tigertail Productions, Inc.</u>
 842 NW 9th Court, Miami, Florida 33136
 Organization Established in 1979
 <i>Tigertail International & Special Events</i>
 Grant funds are requested to support production costs associated with Tigertail International & Special Events 2012-2013, October 1, 2012 - April 13, 2013. Tigertail presents dynamic and stimulating new work in music, dance, theater, poetry and the visual arts—art by and for Greater Miami.</p> | Award: \$7,500 |
| 31. | <p><u>Tropical Everglades Visitor Association, Inc.</u>
 160 US Highway One, Florida City, Florida 33034
 Organization Established in 1993
 <i>Tropical Everglades Visitor Center</i>
 Grant funds are requested to support the Tropical Everglades Visitor Center located in Florida City. This 25 year old Visitor Center (open year around) helps more than 85,000 tourists a year by promoting local hotels, restaurants and attractions in primarily southern Miami-Dade County. The Visitor Center has helped over 2 million since opening its doors in July 1988.</p> | Award: \$20,000 |
| 32. | <p><u>University of Miami, Frost School of Music</u>
 University of Miami Frost School of Music, Coral Gables, Florida 33146
 Organization Established in 1926
 <i>Festival Miami 2012</i>
 Grant 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 regional, national and international marketing efforts.</p> | Award: \$20,000 |