

Memorandum



Date: December 14, 2004

Agenda Item No. 7(M)(1)(G)

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

From: George M. Burgess
County Manager

Subject: Retroactive Approval of Acceptance of Grant Funds from the Southern Arts
Federation, 2005 NEA/SAF Touring Grant Program

RECOMMENDATION

It is recommended that the Board retroactively approve the Park and Recreation Department, Division of Arts and Culture's acceptance of a grant from the Southern Arts Federation 2005 NEA/SAF Regional Touring Grant Program in the amount of \$6,750. This grant is specifically earmarked for the presentation of the Cleo Parker Robinson Dance Ensemble as part of a regional touring initiative of this internationally renowned dance company. The grant requires a \$1:\$1 match. It is further recommended that the Board authorize the County Manager or his designee to receive and expend funds and execute amendments to the grant/program as required including date changes, repertoire selection, artistic and other relevant areas to the presentation.

BACKGROUND

The Miami-Dade County Park and Recreation, Division of Arts and Culture provides arts activities and programs at cultural facilities, parks and natural venues located within the geographic boundaries of Miami-Dade County. It regularly applies for and receives funding to assist with artistic and technical fees, professional development, disposable equipment, equipment leasing and marketing of programs and activities developed and implemented by the Division of Arts and Culture on the behalf of the citizens of Miami-Dade County.

As a selected partner in this project, a formal application was not required of the Department. This grant requires matching funds in the minimum amount of \$6,750 be directed towards the performance/workshops/residency of the Cleo Parker Robinson Dance Ensemble or towards any additional costs related to the project. These funds will be matched with funds awarded to the Division through the Florida State Department of Cultural Affairs, the Miami-Dade Department of Cultural Affairs and general fund monies earmarked for cultural programs in the Division of Arts and Culture operating budget.

The Division of Arts and Culture was selected for participation in the 2005 NEA/SAF Regional touring Grant Program because of its record of presenting arts of the highest

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

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quality and its ability to reach large numbers of potential audience members in the Southeast. The City of Hollywood's Hollywood Performing Arts Center as well as other presenters in the Southeast geographic region of the country will share in this project and join on several jointly sponsored activities including marketing, workshops and residencies. Participation in this Program will also defray many initiating costs typically affiliated with presenting national and international talent including travel, lodging and performance fees.

As a participant in the 2005 NEA/SAF Regional Touring Grant Program, the Miami-Dade Park and Recreation Department, Division of Arts and Culture will jointly promote and publicize the performances/workshops of this presentation in tandem with other Southeastern-based arts presenters to ensure wide public distribution of the performance/workshop/residency in the Southeast geographic region. The grant also requires that an educational component accompany the performance for the benefit of the children and other members of the public. Participation in this program is designed to strengthen existing arts resources, stimulate, foster and encourage public interest in the arts in the southeast and to allow the presenters jointly to maximize development of community awareness of cultural arts resources.

The Division of Arts and Culture includes in its portfolio of dedicated cultural facilities the following: Miami-Dade County Auditorium, Joseph Caleb Auditorium, African Heritage Cultural Arts Center and Gallery, Nuestras Raices Hispanic Heritage Cultural Center, Arts in Parks Touring Programs and Resource Center, the Miami-Dade Honors Jazz Band and the Women's Park and Roxcy O'Neal Bolton Women's History Gallery. In addition to the many arts and cultural programs presented and produced at these facilities, the Division also produces several cultural series designed to deliver arts and cultural experiences directly to neighborhoods, community residents and community artists, and is the producer of the award winning, annual "Cornucopia of the Arts" Children's Arts Festival.

Attachment


Assistant County Manager



MEMORANDUM

(Revised)

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

DATE: December 14, 2004

FROM: Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No. 7(M)(1)(G)

Please note any items checked.

- "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 7(M)(1)(G)

12-14-04

RESOLUTION NO. _____

RESOLUTION RETROACTIVELY APPROVING THE ACCEPTANCE OF A GRANT FROM THE SOUTHERN ARTS FEDERATION 2005 NEA/SAF REGIONAL TOURING GRANT PROGRAM; AND AUTHORIZING THE COUNTY MANAGER OR HIS DESIGNEE TO RECEIVE AND EXPEND THE FUNDS AND EXECUTE AMENDMENTS AS REQUIRED

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 retroactively approves the acceptance of grant funds in the amount of \$6,750 from Southern Arts Federation 2005 NEA/SAF Regional Touring Grant Program, for the presentation of the Cleo Parker Robinson Dance Ensemble as part of a regional touring initiative of this dance company; and authorizes the County Manager or his designee to execute such contracts and agreements as are required by this entity following approval by the County Attorney's Office; to receive and expend all monies for the purposes specifically earmarked; and to file and execute amendments to the agreement for and on behalf of Miami-Dade County, Florida.

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:

- | | |
|-------------------------------|--------------------------|
| Joe A. Martinez, Chairman | |
| Dennis C. Moss, Vice-Chairman | |
| Bruno A. Barreiro | Dr. Barbara Carey-Shuler |
| Jose "Pepe" Diaz | Carlos A. Gimenez |
| Sally A. Heyman | Barbara J. Jordan |
| Dorrin D. Rolle | Natacha Seijas |
| Katy Sorenson | Rebeca Sosa |
| Sen. Javier D. Souto | |

The Chairperson thereupon declared the resolution duly passed and adopted this 14th day of December, 2004. This Resolution and contract, if not vetoed, shall become effective in accordance with Resolution No. R-377-04.

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.



Hugo Benitez

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Supporting & Promoting the Arts in the South

May 19, 2004

Sheila Austin
Miami- Dade County Park and Recreation
275 NW 2nd Street
Suite 548
Miami, FL 33128

WORKING IN
PARTNERSHIP
WITH THE
STATE ART
AGENCIES OF:

RE: 2284/2005

Dear Sheila:

Congratulations! On behalf of the Southern Arts Federation (SAF) Board of Directors and staff, we are pleased to announce that your organization was awarded a NEA/SAF Regional Touring grant in the amount of **\$6,750.00** to engage Cleo Parker Robinson Dance Ensemble. This year, 133 organizations competed for a total of \$327,224 in Regional Touring funding. Following the guidance and careful review of state panels, the Southern Arts Federation's Board of Directors recommended funding for 130 of this year's 195 applications. Because of the National Endowment for the Arts and the Southern Arts Federation's shared commitment to providing all Americans with access to excellence in the live performing arts, over 90 percent of available funding was awarded to projects that will involve underserved presenters, audiences, and communities.

ALABAMA

FLORIDA

GEORGIA

KENTUCKY

LOUISIANA

MISSISSIPPI

NORTH
CAROLINA

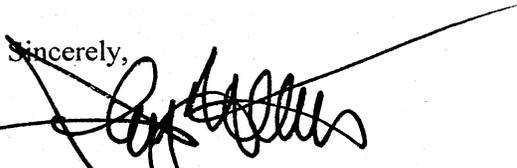
SOUTH
CAROLINA

TENNESSEE

Enclosed are two (2) copies of your contractual agreement. Read it carefully to ensure that the conditions of the agreement are acceptable. If changes are needed, please contact SAF prior to signing the agreement. Return BOTH signed copies of this agreement within two (2) weeks of receipt. SAF will countersign and return one fully executed contract. All of the necessary materials to process your grant are included in your packet – grant procedures and instructions, a complete list of grant awards, your contractual agreement, NEA and SAF logos for publicity and promotional materials, and grant forms. If you have any questions or concerns, please contact Nikki Tucker, Grants Manager, at ext. 16.

Again, congratulations on your award, and thank you for your work in supporting and promoting the arts in the South.

Sincerely,


John W. Talbott
Executive Director

1800 PEACHTREE STREET, NW - SUITE 808 - ATLANTA, GEORGIA 30309
(404) 874-7244 / (404) 873-2148 FAX / (404) 876-6240 TTD
www.southarts.org

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Southern Arts Federation
NEA Touring (Dance) Contract

Grant Number: 2284

This agreement made on this date, May 19, 2004, between the Southern Arts Federation, hereinafter called the FEDERATION, and Miami- Dade County Park and Recreation, hereinafter called the GRANTEE.

Whereas, the FEDERATION in the exercise of its lawful functions has determined that the performance(s)/residency by Cleo Parker Robinson Dance Ensemble, hereinafter called the COMPANY, will strengthen existing arts resources, stimulate, foster and encourage public interest in the arts in the southeast and will maximize awareness of cultural and arts resources,

Now, therefore it is hereby agreed that:

1. The GRANTEE will conduct the sponsorship on or during the period of 2/15/2005 through 2/19/2005.
2. Any variation of the approved performance(s)/residency or educational component(s) can only be made by written agreement between the GRANTEE and the FEDERATION.
3. The GRANTEE hereby obligates itself to promote and publicize the performance(s)/residency in such a manner by such means that wide public distribution of the fact of the performance(s)/residency will be given; to obtain and make all arrangements necessary for securing proper facilities; to sell tickets, publish programs, and do any and all other things necessary and proper to ensure the success of the project, to the best of its ability.
4. The FEDERATION will pay the GRANTEE \$6,750.00 representing its maximum fee support of the total performance(s)/residency fee. Any deficit in the cost of the project after the application of this amount shall be the responsibility of the GRANTEE."
5. The GRANTEE will pay a minimum of \$6,750.00 as its matching funds toward the performance(s)/residency plus any additional costs or deficits incurred. The COMPANY fee should be paid directly to the COMPANY per the COMPANY/GRANTEE contract. It is further understood and agreed by all parties hereto that the FEDERATION's liability under this agreement does not exceed the amount stated in paragraph 4, and the GRANTEE further agrees to inform all persons with whom it contracts that it is solely responsible for such contracts and they shall not construe a charge against the FEDERATION.
6. Any variations of paragraph 4 and 5 are covered in paragraph 17.
7. The GRANTEE shall present a concert, performance, or reading AND provide an educational component/activity. In the event that the GRANTEE fails to perform the services (the concert, performance, or reading AND educational component), the FEDERATION shall not be obligated to make any payment.
8. In acceptance of the Agreement, the Grantee reaffirms that all statements made on its contract with the aforesaid Company are true and valid, and that it understands and agrees to all assurances therein stated.
9. In consideration of the payment by the FEDERATION, the GRANTEE will include in all promotion, publicity, and advertising and in the program and brochure for the performance(s)/residency, the following minimum credit line: "THIS PERFORMANCE [or other activity] IS FUNDED, IN PART, BY A GRANT FROM THE NATIONAL ENDOWMENT FOR THE ARTS IN PARTNERSHIP WITH THE SOUTHERN ARTS FEDERATION AND THE STATE ART AGENCY(Presenter's State)." When no program is used, verbal credit shall be given prior to each performance or residency.

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10. In the event that the GRANTEE fails to perform the services (the presentation of the concert, performance, or reading AND educational component) described herein and has previously received financial assistance from the FEDERATION; the GRANTEE will reimburse the FEDERATION to the full extent of payments made to the project. If the services are partially performed and the GRANTEE previously received interim financial assistance from the FEDERATION, such reimbursement will be proportioned accordingly by the FEDERATION.
11. If the GRANTEE is unable to complete the project by virtue of any act or regulation or any public authority, or on account of war, labor difficulties, strikes, riots, epidemics, interruptions of transportation services, an act of God, or any other cause beyond the GRANTEE's control, the FEDERATION shall still be obligated to make the payment required herein, to the extent that the GRANTEE has incurred expenses or obligations in connection therewith, which obligations could not otherwise be discharged, due to the occurrence of one of the above circumstances.
12. For proper evaluation, the GRANTEE agrees to admit the FEDERATION representative(s) and/or appropriate committee at no charge.
13. The GRANTEE shall submit a full written report and accounting summarizing all expenditures and income plus copies of all programs and advance publicity to the FEDERATION within thirty (30) days of the project ending date. Such evaluative and financial reports will be presented in the format of the Final Evaluation and Fiscal Report as distributed by the FEDERATION to each GRANTEE.

The GRANTEE must also provide, in writing, notification of this grant award crediting the Southern Arts Federation and the National Endowment for the Arts to their federally elected officials (Senators/Congresspersons). Copies of the signed letters must be submitted with their final report.

14. The GRANTEE hereby agrees to keep careful attendance and participation records of the project herein provided for. As part of these records, the GRANTEE agrees to adequately document the project with press clippings, publicity flyers, and brief commentary on audience reaction. The financial accounting shall be subject to audit by the FEDERATION and/or appropriate agencies of the federal government. The GRANTEE will be responsible for the safekeeping and identification of fund records that corroborate the project's financial statement. Said records (sales receipts, travel claims, timesheets, etc.) must be kept in the GRANTEE's files for a period of three years after the end of the project. If the GRANTEE is unable to maintain such records for this period of time, all related financial and evaluative materials will be submitted to the FEDERATION to become a part of its permanent project file.
15. If applicable, the GRANTEE agrees to submit periodic expenditure reports with respect to the herein-described project requested by the FEDERATION in addition to the final financial report.
16. The grant cannot be assigned or transferred without written approval of the FEDERATION.
17. The FEDERATION shall encumber no liabilities from this project beyond the amount of the grant award.
18. The GRANTEE hereby affirms that:
 - No part of net earnings may benefit a private stockholder or individual that is in an organization to which donations are allowable as a charitable contribution under Section 170 (c) of the Internal Revenue Code of 1954, as amended. A copy of the Internal Revenue Service Determination letter for tax exempt status (under Section 501) must be submitted with each application.
 - It will conduct its operations in accordance with the requirements of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age-Discrimination act of 1975, the Americans with Disabilities Act of 1990, and, where applicable, Title IX of the Education Amendments of 1972, which bar discrimination of federally assisted projects on the basis of race, color, national origin, disability, or sex.

