

# Memorandum



**Date:** November 30, 2004

**To:** Honorable Chairperson Barbara Carey-Shuler, Ed. D.  
and Members, Board of County Commissioners

Agenda Item No. 9(B)(1)(B)

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

**Subject:** FY2004-2005 International Cultural Exchange Grants Program Recommendations

## RECOMMENDATION

It is recommended that the Board of County Commissioners approve the funding of 14 grants for a total of \$250,000 from the FY2004-2005 International Cultural Exchange Grants Program.

## BACKGROUND

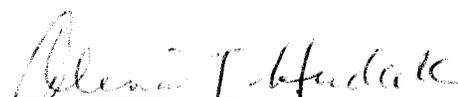
The FY2004-2005 International Cultural Exchange Program Panel convened on Wednesday, May 19, 2004 to review applications requesting a total of \$547,120. The Panel recommended funding 14 applications for a total of \$250,000. The Cultural Affairs Council approved these recommendations at its May 26, 2004 meeting.

This item is being submitted for approval to rectify the inadvertent republishing of FY2003-2004 International Cultural Exchange Program grant awards in the FY2004-2005 Budget Ordinance. The attached list reflects the 2004-05 panel's recommendations, as reviewed and approved by the Cultural Affairs Council. These recommendations for the FY2004-05 International Cultural Exchange grants program are proposed to supersede the erroneous list as it appeared in Attachment J (as updated) to the memo from the Manager for the FY2005 Second Budget Hearing, dated September 23, 2004 and titled "Additional Information."

The International Cultural Exchange Program is designed to provide grants to Miami-Dade County based cultural organizations to support significant artistic exchange, partnerships or collaborations with artists, arts professionals and/or organizations abroad. The principal objectives of the program are: 1) to evaluate Miami-Dade County's image abroad; and 2) to support the efforts of Miami-Dade's artists and cultural organizations to improve their work by engaging in meaningful arts activities with artists, arts professionals (such as curators, historians, designers) and/or organizations abroad. Priority consideration is extended to projects that develop reciprocal relationships with another city, country of region, either as a component of the project for which application is being made, or as an anticipated extension of that project over a specified period of time. Additionally, projects are encouraged to demonstrate artistic excellence and originality within the organization's overall programming and goals.

The Panel specifically evaluated each applicant organization based on the following competitive review criteria: 1) artistic and cultural merit; 2) efforts leading to long-term cultural enrichment of Miami-Dade County; and 3) management capability. As set forth in the published guidelines, the panel's deliberations reflected the program's emphasized, targeted outcome to fund a selected group of projects at the highest possible percentage of their request, thereby enabling the most significant opportunities for meaningful, long-term and developing cultural exchange. Attached is a list describing the projects recommended for funding.

Funding for the International Cultural Exchange Grants Program is derived from departmental proprietary revenues.

  
Assistant County Manager



# MEMORANDUM

(Revised)

**TO:** Hon. Chairperson Barbara Carey-Shuler, Ed.D.  
and Members, Board of County Commissioners

**DATE:** November 30, 2004

**FROM:** Robert A. Ginsburg  
County Attorney

**SUBJECT:** Agenda Item No. 9(B)(1)(B)

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

Agenda Item No. 9(B)(1)(B)

Veto \_\_\_\_\_

11-30-04

Override \_\_\_\_\_

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

RESOLUTION AUTHORIZING THE APPROVAL OF FOURTEEN (14) GRANTS FROM THE DEPARTMENT OF CULTURAL AFFAIRS FY2004-2005 INTERNATIONAL CULTURAL EXCHANGE GRANTS PROGRAM TO BALLET FLAMENCO LA ROSA DBA LA ROSA FLAMENCO THEATRE; CENTER FOR EMERGING ART, INC.; DIASPORA VIBE CULTURAL ARTS INCUBATOR; GOLD COAST THEATRE COMPANY; JUBILATE, INC.; KAREN PETERSON AND DANCERS, INC.; MIAMI LIGHT PROJECT, INC.; MIAMI MOMENTUM DANCE COMPANY, INC.; MIAMI-DADE COLLEGE DEPARTMENT OF CULTURAL AFFAIRS (FORMERLY MIAMI-DADE COMMUNITY COLLEGE DEPARTMENT OF CULTURAL AFFAIRS); MICHAEL-ANN RUSSELL JEWISH COMMUNITY SERVICE, INC.; SOUTH BEACH CHAMBER ENSEMBLE; SOUTH FLORIDA COMPOSERS ALLIANCE, INC. F/A ARTEMIS PERFORMANCE NETWORK, INC.; TEATRO AVANTE, INC.; TIGERTAIL PRODUCTIONS, INC.; AND AUTHORIZING THE COUNTY MANAGER 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 the funding of 14 grants for a total of \$250,000, from the FY2004-2005 Miami-Dade County Department of Cultural Affairs International Cultural Exchange Grants Program as follows:

1.	Ballet Flamenco La Rosa DBA La Rosa Flamenco Theatre	\$27,292
2.	Center for Emerging Art, Inc.	15,830
3.	Diaspora Vibe Cultural Arts Incubator	12,355
4.	Gold Coast Theatre Company	13,646
5.	Jubilate, Inc.	27,292
6.	Karen Peterson and Dancers, Inc.	17,058
7.	Miami Light Project, Inc.	13,646
8.	Miami Momentum Dance Company, Inc.	23,393
9.	Miami-Dade College Department of Cultural Affairs (Miami-Dade Community College Department of Cultural Affairs)	19,495
10.	Michael-Ann Russell Jewish Community Service, Inc.	2,375
11.	South Beach Chamber Ensemble	10,878
12.	South Florida Composers Alliance, Inc. F/A Artemis Performance Network, Inc.	16,054
13.	Teatro Avante, Inc.	19,495
14.	Tigertail Productions, Inc.	31,191

and authorizes the County Manager to execute grant agreements with each grantee for and on behalf of Miami-Dade County, Florida following County Attorney Approval of form and legal sufficiency; and to execute the cancellation provisions contained therein.

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

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

The Chairperson thereupon declared the resolution duly passed and adopted this 30th day of November, 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

Approved by County Attorney as  
to form and legal sufficiency.



Stephen Stieglitz

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

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS  
FY2004-05 International Cultural Exchange Grants Program

FY 2004-05  
Recommendation

**Ballet Flamenco la Rosa DBA La Rosa Flamenco Theatre**

\$27,292

13126 West Dixie Highway  
North Miami FL 33161  
Organization Established in 1984  
Re Encuentro

Funds are requested to support a collaboration between Ballet Flamenco La Rosa and the legendary Flamenco dancer and choreographer Manolete and his musicians, along with Harmonic Motion Middle Eastern Dance Theatre. The project will include the creation of a new Ballet combining Flamenco and Middle Eastern Dance, entitled "Re Encuentro". Presentations of "Re Encuentro", along with Flamenco and Middle Eastern Music and Dance workshops will take place in North Miami Beach, FL, Granada, Spain, and Gavot Haviva, Israel.

**Center for Emerging Art, Inc.**

\$15,830

800 West Avenue, # 737  
Miami Beach FL 33139  
Organization Established in 1995

**"Together - Egyutt" from Miami to Budapest and Back**

Funds are requested to support "Together - Egyutt, From Miami to Budapest and Back" international cultural exchange between artists from Miami-Dade County and Budapest. The project includes two performances in Miami and two in Budapest, with an educational outreach performance at the Miami Lighthouse for the Blind and the Institute for the Blind in Hungary. This fourth year mutual and reciprocal two-way cultural exchange (funded by the State of Florida, Division of Cultural Affairs) will create performances which will build bridges of understanding between two cultures through music and literature. The funds requested will be used to cover the costs of production: 15 artistic, 2 administrative, 1 technical and international travel related expenses.

**Diaspora Vibe Cultural Arts Incubator**

\$12,355

3938 North Miami Avenue  
Miami FL 33137  
Organization Established in 2003

**International Cultural Arts Exchange Series (ICAES) of 2004-2005 in Aruba (Third Phase)**

Funds are requested to support the third half of Diaspora Vibe Gallery's (DVG) ongoing International Cultural Arts Exchange Series (ICAES 2004-2005) with Aruba and incorporate ongoing ICAES exchanges with Barbados, Grenada, Jamaica, and Suriname at the Aruba sites. The project includes a joint exhibit/event by 10 Miami-Dade County artists of U.S., Caribbean and Latin American backgrounds with the international artists and a day-long workshop by artists, educators, curators, and historians about arts education, funding, business and cultural tourism. All will occur during tourist season and are open to the public.

**Gold Coast Theatre Company**

\$13,646

P.O. Box 402964  
Miami Beach FL 33140  
Organization Established in 1989

**Traditional British Panto in Miami, Florida and Liverpool, England**

Funds are requested to support a partnership between Gold Coast Theatre Company, Notre Dame Catholic College in Liverpool, England, the Liverpool Arts Festival, and British comedy star Mike Winters. Mr. Winters will write and direct a traditional British Panto working with Miami artists to incorporate cultural elements of the Latin American and Caribbean South Florida Diaspora. The Miami-originated work will be performed in South Florida and then a production corps will travel to Liverpool to recreate the production for festivities that celebrate that city's nomination as European Capital of Culture. Workshops and short informational presentations will be a part of the public education component.

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS  
FY2004-05 International Cultural Exchange Grants Program

FY 2004-05  
Recommendation

**Jubilate, Inc.** \$27,292

*P.O. Box 831504*

*Miami*

*FL 33283*

*Organization Established in 1995*

*Ngoma Ya Kiasili (Music of the Ancestors)*

Funds are requested to support the 2005 Juneteenth Concert Tour, "Ngoma Ya Kiasili", a collaboration between Jubilate, the Kenyan Cultural Arts Ministry and the Mamlaka Music Club and the commission of an original Kenyan folk composition. The Jubilate Vocal Ensemble, Jubilate Arts Preparatory Academy's Chamber Orchestra and Chorus will perform in Kenya as part of the Kenyan Music Festival in August 2005 and will present workshops in Kenya's tribal areas and Kenyatta University. Kenyan villagers will then return to South Florida for a residency period during Jubilate's Summer Music Institute at Florida Memorial College.

**Karen Peterson and Dancers, Inc.** \$17,058

*11760 SW 72 Avenue*

*Miami*

*FL 33156*

*Organization Established in 1987*

*The International Dance Connection*

Funds are requested to support three performances by Karen Peterson and Dancers at the "American Choreographers Showcase" in the Republic of Malta to support two performances and two workshops, by the Marina Donderis Dance Company, from Valencia Spain, in Miami, Florida and to invite a solo artist, from the Malta Dance Festival, to join the Donderis Company, for an International Miami Dance Festival in May 2005.

**Miami Light Project, Inc.** \$13,646

*3000 Biscayne Boulevard, Suite 100*

*Miami*

*FL 33137*

*Organization Established in 1989*

*2004-05 Here & Now*

Funds are requested to support cultural exchanges between 2 Miami-based "Here & Now" artists - choreographer Giovanni Luquini and filmmaker Lisandro Perez, along with MLP Artistic & Executive Director Elizabeth Boone - in 2 week-long residencies to Sao Paulo & Salvador, Bahia, Brazil. These residencies will lay the foundation for Miami Light Project's next major commission conceived by Giovanni Luquini - a capoeira opera. This work will open Miami Light Project's 2006-07 season with a world premiere at the Miami Performing Arts Center in fall 2006.

**Miami Momentum Dance Company, Inc.** \$23,393

*P.O. Box 331973*

*Coconut Grove*

*FL 33233*

*Organization Established in 1982*

*Dance Residency and Exchange Project*

Funds are requested to support Momentum Dance Company's Bahamas Dance Residency and Exchange Project. The project includes residencies by Momentum in Naussau and Green Turtle Key, Bahamas with concert performances, children's performances and master classes in both locations; a residency by the National Dance Theatre of the Bahamas in South Florida with performances and master classes at the Miami Beach Dance Festival and in 3 schools; and the creation of a new collaborative work by Momentum Assistant Director Irmah Del Valle and NDTB Artistic Director Robert Bain, using 4 dancers from each company.

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS  
FY2004-05 International Cultural Exchange Grants Program

FY 2004-05  
Recommendation

**Miami-Dade College Department of Cultural Affairs**  
300 NE 2 Avenue, Suite 1423  
Miami FL 33132  
Organization Established in 1960  
Flamenco in the Sun 2005

\$19,495

Funds are requested to support commissioning fees, travel and lodging, and extended residency costs for the production expenses (not presenting costs) of "Flamenco in the Sun 2005", a 10 day event that includes two evening-length dance performances and a series of workshops and master classes with Andres Marin and company, as well as Miami and Ft. Lauderdale based Flamenco artists. That project is the result of two years of collaboration between Flamenco dancer and choreographer Andres Marin (Spain), Flamenco company Bailes Ferrer (Ft. Lauderdale), FUNDarte (Miami) and Miami-Dade College, Center for Cultural Collaborations International.

**Michael-Ann Russell Jewish Community Service, Inc.**  
18900 NE 25th Avenue  
North Miami Beach FL 33180  
Organization Established in 1987  
AVIV

\$2,375

Funds are requested to support the air and land expenses of five professional Israeli dance choreographer/artistic directors to enhance the developmental techniques and choreography of the MAR-JCC's Israeli dance. The grant request is for MAR-JCC Israeli Dance Department Director, Roger Weiger, two of his teacher, Tammy Slimak and Igal Mizrahi and Mexico City Israeli dance choreographers Alberto Zirlinger and Raquel Shamah de Segall.

**South Beach Chamber Ensemble**  
1300 Pennsylvania Avenue, #8C  
Miami Beach FL 33139  
Organization Established in 2001  
Music in Motion: Miami to Rio

\$10,878

Funds are requested to support the collaboration and connection of North and South America through the exploration and presentation of American and Brazilian classical music, specifically Samuel Barber and Heitor Villa-Lobos, with "Music in Motion: Miami to Rio". The SBCE will perform concerts in Miami Beach and Rio de Janeiro with audiences at local schools and museums in both countries. A representative of the Villa-Lobos Museum in Rio will present a lecture on the life of Villa-Lobos (Brazil's greatest classical composer) in Miami Beach.

**South Florida Composers, Inc. F/A Artemis Performance Network, Inc.**  
P.O. Box 01-2346  
Miami FL 33101  
Organization Established in 1999  
Basel meets Biennial: Miami/Havana

\$16,054

Funds are requested to support Basel meets Biennial, an artist and curatorial exchange project between Miami and Havana during Art Basel Miami Beach and the Havana Biennial. Miami artist Julie Kahn will create a set of "baseball" trading cards focusing on 88 "players" in the Cuban art community to further develop her OPEN SEASON series of cards which was launched with OPEN SEASON Miami during the inaugural year of Art Basel Miami Beach. Miami artist Julie Kahn and Miami curator Susan Caraballo will travel to Cuba and Cuban artist Esterio Segura and Cuban curator Aylet Ojeda will travel to Miami to develop the project.

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS  
FY2004-05 International Cultural Exchange Grants Program

FY 2004-05  
Recommendation

Teatro Avante, Inc.  
235 Alacazar Avenue

Coral Gables FL 33134

Organization Established in 1979

International Cultural Exchange with Spain & Costa Rica

Funds are requested to support Teatro Avante's international exchange with Spain and Costa Rica. The exchange will begin with the presentation of two Spanish companies at Teatro Avante's XIX International Hispanic Theatre Festival in June 2004: Compania Teatro de Malta and Al Sur Oeste Teatro. In October 2004 Teatro Avante will travel to Castilla-La Mancha, Spain to present its latest production of "El Vuelo Del Quijote". In addition, Teatro Avante will participate at the Festival de Las Artes in San Jose, Costa Rica, during the month of November 2004. Avante has been invited to represent Miami and the U.S. with "La Feria de Los Inventos (The Fair of Discoveries), based on the life and discoveries of Galileo Galilei.

\$19,495

Tigertail Productions, Inc.

842 NW 9th Court

Miami FL 33136

Organization Established in 1979

International Exchange Projects

Funds are requested to support international exchange projects in 2004/2005 with Brazil, Mexico, Germany, England and the Bahamas. These exchanges are an integral and vital component of the development of international work that Tigertail has done for 18 years. These activities are outside of the annual FLA/BRA Festival and are for activities that we have not made requests to-date. All of our international exchange projects include participation by Miami-Dade artists. The support of Miami-Dade artists is at the core of our international work and a part of our mission "Art for and by Greater Miami".

\$31,191

Total Number Awarded: 14

Total Amount Recommended: \$250,000



**MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS**  
**GRANT AWARD AGREEMENT - ARTICLE I**

The Miami-Dade County Department of Cultural Affairs and the Cultural Affairs Council, the Mayor and the Board of County Commissioners are pleased to announce that Miami-Dade County has awarded a grant as described herein to (hereinafter referred to as the Grantee). The grant award is the result of an extensive public review process, which found that the Grantee is performing a public service through its programs and projects, and is awarded as follows:

**GRANTEE AND GRANT DESCRIPTION**

- 1. GRANTEE:
- 2. AMOUNT OF GRANT:
- 3. PROJECT: (as described in the program application and any revisions attached)
- 4. ITEMIZED PROJECT BUDGET: (as described in the Reinstatement of Project Budget attached hereto)
- 5. GRANT START DATE: October 1, 2004
- 6. GRANT END DATE: September 30, 2005
- 7. REPORT DEADLINE: November 14, 2005

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 September, 2004 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 ; 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 (9/2004).

**MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS**  
**GENERAL TERMS AND CONDITIONS FOR GRANTS (September 2004) – 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 Manager or his designee. The County Manager 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.

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 application or funding request information provided to the Miami-Dade County Department of Cultural Affairs. Budget revisions including line item changes which substantially alter the original project budget that may be necessary for the purpose of completing the project, must be requested in writing to the Director prior to implementation of revisions for the Director's review. The Grantee agrees and expressly understands that project budget changes may not exceed twenty-five percent (25%) of the total amount of the grant award. The Director will approve or disapprove the Grantee's request in writing within fourteen (14) business days of the date of receipt of the request in the Department's offices.

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

6. **Report Deadline:** To demonstrate that the Grantee has used the grant award in accordance with the project as approved (Article I.3.) and the Itemized Project Budget (Article I.4.) as attached to the Agreement as the Restatement of Project Budget, and has met and fulfilled all requirements as outlined in the Agreement, original application, and any other substantive materials as may be attached or included as a condition to this grant award, the Grantee must submit to the Director or his designee, a written Final Report documenting that the Grantee is meeting or has fulfilled all project and financial requirements. This report is to be received by the Director or his designee by the date specified in Article 1.7. in the form specified by the grant program through which this grant is being awarded. The Director, at his sole discretion, may require the Grantee to submit interim reports demonstrating progress on the project and accounting for project expenses to date. The Director may also require that a

compilation statement or independent financial audit encompassing the entire grant period and accounting for the expenditure of grant funds be prepared by an independent certified public accountant at the expense of the Grantee.

With the exception of grants made through the Major Cultural Institutions Grants Program and the Cultural Advancement Grants Program, the Grantee shall attach to the Final Report, copies of original documentation conclusively demonstrating the expenditure of funds for the items indicated in the Restatement of Project Budget as grant award expenses. Documentation shall include, but not be limited to, copies of original bills, invoices, vouchers, receipts, and copies of canceled checks (front and rear) clearly designating payment for expenses associated with the event. Cash transactions are not acceptable unless a copy of a contract, invoice, receipt or other documentation supporting such cash payment is received, marked "paid" and signed by the recipient of the cash. The Director reserves the right to request original documentation to substantiate grant expenditures.

In the case of grants made through the Major Cultural Institutions Grants Program, the Grantee shall submit an independent financial audit of the fiscal year encompassing the grant period as part of its Final Report. If an audit is not prepared in time to meet the Final Report deadline, a compilation statement encompassing the grant period prepared by an independent certified public accountant or corporate financial officer, attesting to the Grantee's financial position as reported and to the Grantee's total compliance with the provisions of the grant, may be submitted in the interim until such time as the final audit is available.

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

Further, in the event that the Grantee refuses or is unable to address the areas of concern and the grant award has been disbursed in full or in part, then the Director may request the return of the full or partial grant award. The Director may also institute a moratorium on applications from the Grantee to Department of Cultural Affairs grants programs for a period of up to one (1) year or until the deficient areas have been addressed to the satisfaction of the Director, whichever occurs first.

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

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

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

10. **Publicity and Credits:** The Grantee must include the following credit line in all promotional and marketing materials related to this grant including web sites, news and press releases, public service announcements, broadcast media, event programs, and publications: "With the support of the Miami-Dade County 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 Department's logo in marketing and publicity materials whenever possible. Please call the Department to request an electronic logo file.

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 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 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;
- (h) 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;
- (i) Section 2-8.1 (c) of the County Code regarding Delinquent and Currently Due Fees or Taxes;
- (j) Resolution R-1206-97 regarding Welfare Reform Work Participation.

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

Further, all funded activities must provide equal access and equal opportunity in employment and services, and may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual 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 will not be eligible to apply to the Miami-Dade County Department of Cultural Affairs for another grant for a period of one (1) year, commencing on the date the Grantee receives notice in writing of the breach of the Agreement. Further, the Grantee will be liable to reimburse Miami-Dade County for all unauthorized expenditures discovered after the expiration of the grant period. The Grantee will also be liable to reimburse the County for all lost or stolen grant funds.

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

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

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

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

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

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

### **ARTICLE III - INSURANCE**

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

1. Workers' Compensation Insurance for all employees of the Grantee as required by Chapter 440 Florida Statutes.
2. Public Liability Insurance on a comprehensive policy in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the project,

in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

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

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

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

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

#### **ARTICLE IV - TERMINATION**

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

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

#### **ARTICLE V - SPECIAL CONDITIONS**

None.