

Memorandum



Date: January 20, 2005

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

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

From:  George Burgess, County Manager

Subject: FY2004-2005 Community Grants Program – Second Quarter Recommendations

RECOMMENDATION

It is recommended that the Board approve the funding of 37 grants for a total of \$162,000 from the FY 2004-2005 Community Grants Program – Second Quarter.

BACKGROUND

The FY 2004-2005 Community Grants program panel convened on November 10, 2004 to review 37 applications requesting \$283,865 for the Second Quarter of the program. The Panel recommended funding all 37 applicants for a total of \$162,000. The Cultural Affairs Council approved these recommendations at their meeting on November 17, 2004.

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

The Community Grants Program is responsive on a quarterly basis to organizations, which develop small and large-scale community-based programs, projects, events, and publications. The program is particularly sensitive to the needs of: 1) indigenous cultural neighborhood activities and projects encouraging the preservation of heritage, traditions and culture; and 2) social service organizations and cultural groups developing collaborative intervention projects.

The Panel specifically evaluated each applicant organization based on the following competitive review criteria: 1) quality of program; 2) administrative capability; 3) marketing strategy; 4) fundraising efforts; and 5) geographic location of event. Attached is a list describing the projects being recommended for funding.

Funding for the Community Grants Program is derived from General Fund revenues and carry-over revenues from the FY 2003-2004 Community Grants Program, due to unused and subsequently returned grant funds.

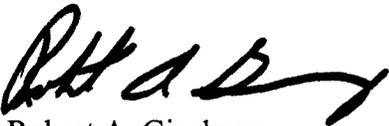

Assistant County Manager



MEMORANDUM
(Revised)

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

DATE: January 20, 2005

FROM: 
Robert A. Ginsburg
County Attorney

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

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)(A)

Veto _____

01-20-05

Override _____

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE APPROVAL OF THIRTY-SEVEN (37) GRANTS FROM THE DEPARTMENT OF CULTURAL AFFAIRS FY 2004-2005 COMMUNITY GRANTS PROGRAM – SECOND QUARTER WITH ALHAMBRA MUSIC, INC. D/B/A ALHAMBRA ORCHESTRA; AMARANTHINE, INC.; ARTS FOR LEARNING/MIAMI A/F/A FOR FIRST PERSON PROJECTS; BARRY UNIVERSITY - DEPARTMENT OF FINE ARTS; BEAUX ARTS OF THE LOWE ART MUSEUM OF THE UNIVERSITY OF MIAMI, INC.; BEHIND THE CURTAINS ENTERTAINMENT, INC.; BOYS AND GIRLS CLUBS OF MIAMI, INC.; CENTER FOR THE ADVANCEMENT OF JEWISH EDUCATION, INC.; CINEMA VORTEX FOUNDATION, INC.; CITY OF MIAMI DEPARTMENT OF PARKS - RECREATION DISABILITIES DIVISION; CITY OF MIAMI NEIGHBORHOOD ENHANCEMENT TEAM; COMMUNITY COALITION FOR WOMEN'S HISTORY DOING BUSINESS AS WOMEN'S HISTORY COALITION; COMMUNITY PERFORMING ARTS ASSOCIATION, INC.; CUBAN CULTURAL HERITAGE CORP.; CULTURAL AFFAIRS COUNCIL OF SOUTH MIAMI, INC.; DANCEARTS FOUNDATION, INC.; DIASPORA WORLD CINEMA, INC.; DIVA ARTS & ENTERTAINMENT, INC.; DR. MARTIN LUTHER KING PARADE AND FESTIVITIES COMMITTEE, INC.; ENFAMILIA, INC.; FRIENDS OF THE MIAMI-DADE PUBLIC LIBRARY, INC.; GREATER MIAMI YOUTH SYMPHONY; HISPANIC-AMERICAN LYRIC THEATER, INC. A/F/A FOR PIAG MUSEUM, INC.; JOHN I. SMITH FOUNDATION, INC. A/F/A FOR BISCAYNE CORRIDOR CHAMBER OF COMMERCE, INC.; MERRICK FESTIVAL, INCORPORATED; MIAMI BEACH ARTS TRUST, INC.; THE MIAMI CLASSICAL GUITAR SOCIETY, INC.; MIAMI CONTEMPORARY DANCE CORPORATION D/B/A MIAMI CONTEMPORARY DANCE COMPANY; MIAMI WATERCOLOR SOCIETY, INC.; MIAMI-DADE COUNTY PARK AND RECREATION DEPARTMENT; NORTH BEACH DEVELOPMENT CORPORATION OF MIAMI BEACH, INC.; OUR LADY OF THE HOLY ROSARY CATHOLIC CHURCH; PROYECTO ARTE ACTUAL D/B/A THE MOORE SPACE; SOUTH FLORIDA BLUEGRASS ASSOCIATION, INC.; ST. THOMAS EPISCOPAL CHURCH A/F/A EISENHART CONCERT SERIES; TEATRO EN MIAMI CORP.; YOUNG PATRONESSES OF THE OPERA, 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 thirty seven (37) grants for a total of \$162,000 from the Department of Cultural Affairs FY 2004-2005 Community Grants Program – Second Quarter as follows:

1.	Alhambra Music, Inc. d/b/a Alhambra Orchestra	\$3,143
2.	Amaranthine, Inc.	1,796
3.	Arts for Learning/Miami a/f/a for First Person Projects	4,490
4.	Barry University – Department of Fine Arts	4,490
5.	Beaux Arts of the Lowe Art Museum of the University of Miami, Inc.	4,939
6.	Behind the Curtains Entertainment, Inc.	2,245
7.	Boys and Girls Clubs of Miami, Inc.	4,490
8.	Center for the Advancement of Jewish Education, Inc.	4,041
9.	Cinema Vortex Foundation, Inc.	2,245
10.	City of Miami Department of Parks - Recreation Disabilities Division	5,388
11.	City of Miami Neighborhood Enhancement Team	4,041

12.	Community Coalition for Women's History d/b/a Women's History Coalition	4,670
13.	Community Performing Arts Association, Inc.	4,939
14.	Cuban Cultural Heritage Corp.	2,245
15.	Cultural Affairs Council of South Miami, Inc.	5,388
16.	DanceArts Foundation, Inc.	3,592
17.	Diaspora World Cinema, Inc.	5,388
18.	Diva Arts & Entertainment, Inc.	4,939
19.	Dr. Martin Luther King Parade and Festivities Committee, Inc.	8,980
20.	Enfamilia, Inc.	3,143
21.	Friends of the Miami-Dade Public Library, Inc.	5,837
22.	Greater Miami Youth Symphony	5,837
23.	Hispanic-American Lyric Theater, Inc. a/f/a for PLAG Museum, Inc.	1,796
24.	John I. Smith Foundation, Inc. a/f/a for Biscayne Corridor Chamber of Commerce, Inc.	3,592
25.	Merrick Festival, Incorporated	4,939
26.	Miami Beach Arts Trust, Inc.	2,694
27.	Miami Classical Guitar Society, Inc., The	4,490
28.	Miami Contemporary Dance Corporation d/b/a Miami Contemporary Dance Company	5,388
29.	Miami Watercolor Society, Inc.	5,837
30.	Miami-Dade County Park and Recreation Department	5,837

31.	North Beach Development Corporation of Miami Beach, Inc.	4,041
32.	Our Lady of the Holy Rosary Catholic Church	3,143
33.	Proyecto Arte Actual d/b/a The Moore Space	4,670
34.	South Florida Bluegrass Association, Inc.	4,490
35.	St. Thomas Episcopal Church a/f/a Eisenhart Concert Series	4,939
36.	Teatro en Miami Corp.	4,041
37.	Young Patronesses of the Opera, Inc.	5,837

in substantially the form of the agreement attached hereto and made a part hereof; and authorizes the County Manager to execute same for and on behalf of Miami-Dade County; and to exercise 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:

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
Dorin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of January, 2005. 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
FY 2004-2005 Community Grants Program - Second Quarter**

<i>Organization/Project Description</i>	<i>FY 2003-2004 Award</i>	<i>FY 2004-2005 Request</i>	<i>FY 2004-2005 Recommendation</i>
<p>1 - Alhambra Music, Inc. d/b/a Alhambra Orchestra 7007 Loch Isle Drive South, Miami Lakes, FL 33014 Organization Established in 1995 Production of Rossini's opera, "The Barber of Seville" January 26-30, 2005</p> <p>Funds are requested to support four fully staged public performances of Rossini's opera, "The Barber of Seville," at Barry University's Broad Auditorium, featuring Barry University's voice students accompanied by members of the Alhambra Orchestra. All performances are free and open to the entire community.</p>	N/A	\$4,500	\$3,143
<p>2 - Amaranthine, Inc. 4186 Pamona Avenue, Miami, FL 33133 Organization Established in 1999 Florida Women of Achievement March 1 - 31, 2005</p> <p>Funds are requested to support this community photographic exhibit and educational program recognizing women leaders whose contributions and accomplishments reflect Florida's diverse cultural and ethnic communities. Exhibits of over 50 past honorees will be held in Merrick Park throughout March--Women's History Month. Past honorees include Marjorie Stoneman Douglas and Gloria Estefan.</p>	N/A	\$7,500	\$1,796
<p>3 - Arts for Learning/Miami a/f/a for First Person Projects 1900 Biscayne Blvd. Suite 201, Miami, FL 33132 Organization Established in 2001 YardCorps, a community-based art project January 1 - September 30, 2005</p> <p>Funds are requested to support a community-based public art project created in collaboration with Citrus Grove Middle School, Sylvania Heights Elementary School, the Overtown NET, and Citizens for a Better South Florida. Teams of artists and youth will work on hands-on projects creating a network of community "back yards" for use as an outdoor place to make and show art and interact with educators, artists-in-residence, and their communities.</p>	N/A	\$7,500	\$4,490
<p>4 - Barry University - Department of Fine Arts 11300 NE 2nd Ave., Miami, FL 33161 Organization Established in 1940 Diaspora Dance Series January 10 - March 2, 2005</p> <p>Funds are requested to support a free series of children's dance classes and three public performances which will focus on the dance, people and music of the African Diaspora. Thirty children from the area will participate in the dance classes and performances which will take place at Barry University's Broad Auditorium.</p>	N/A	\$7,100	\$4,490
<p>5 - Beaux Arts of the Lowe Art Museum of the University of Miami, Inc. c/o Lowe Art Museum, 1301 Stanford Drive, Coral Gables, FL 33124 Organization Established in 1962 54th Annual Beaux Arts Festival of Art January 15 & 16, 2005</p> <p>Funds are requested to support this free annual multi-dimensional celebration. Approximately 75,000 residents and tourists will view original flat and 3-dimensional art and museum exhibits, enjoy entertainment chosen to appeal to a diverse segments of the population and sample foods from around the globe. The two-day festival takes place in and around the Lowe Art Museum.</p>	\$4,503	\$10,000	\$4,939

Miami-Dade County Department of Cultural Affairs
FY 2004-2005 Community Grants Program - Second Quarter

<i>Organization/Project Description</i>	<i>FY2003-2004 Award</i>	<i>FY2004-2005 Request</i>	<i>FY2004-2005 Recommendation</i>
<p>6 - Behind the Curtains Entertainment, Inc. 555 West 16th Street, Hialeah, FL 33010 Organization Established in 2001 DulceArt Theatre's Literature Series - "The Miracle Worker" February 28 - April 4, 2005</p> <p>Funds are requested to support a staged production of the literary masterpiece, "The Miracle Worker," at the FIU Mary Ann Wolfe Theatre in North Miami and workshops at several schools throughout Miami-Dade County. The performances will be presented in celebration of Women's History Month and Theatre in our Schools Month.</p>	N/A	\$7,500	\$2,245
<p>7 - Boys and Girls Clubs of Miami, Inc. 2805 SW 32nd Avenue, Miami, FL 33133 Organization Established in 1940 It's Our Time to Shine - NBG Kids January 3 - February 25, 2005</p> <p>Funds are requested to support this eight-week intensive program designed to give economically disadvantaged and at-risk youth an opportunity to learn the basics of theater. This year's program will teach participating youth stage acting & line memorization for "The Wiz" and will culminate in a performance at Northwest Boys & Girls Club's gymnasium.</p>	N/A	\$6,183	\$4,490
<p>8 - Center for the Advancement of Jewish Education, Inc. 4200 Biscayne Blvd., 1st Floor, Miami, FL 33137 Organization Established in 1944 Eighth Annual Miami Jewish Film Festival March 19-27, 2005</p> <p>Funds are requested to support the annual week-long festival featuring 30 award winning international films. Selected films will examine aspects of the Jewish experience, while resonating deeply with the broader ethnically diverse population in Miami. Most of the films will be Miami premiers, which would not otherwise be shown in our area. Screening will include actor/filmmaker discussions and other educational programming.</p>	\$3,746	\$10,000	\$4,041
<p>9 - Cinema Vortex Foundation, Inc. 445 NE 74th Street, Miami, FL 33138 Organization Established in 2002 Universal Sirk: Four Films by Douglas Sirk March 16 & 17, 2005</p> <p>Funds are requested to support a program of classic 1950's widescreen melodramas directed by Douglas Sirk. 35mm (original format) prints of the films, selected from studio vaults, will be screened at the Bill Cosford Cinema in Coral Gables. Audiences will experience the visceral artistry of a Hollywood filmmaker whose work continues to inspire new generations of filmmakers while building ever-greater critical esteem.</p>	N/A	\$6,000	\$2,245
<p>10 - City of Miami Department of Parks - Recreation Disabilities Division 4560 NW 4th Terrace, Miami, FL 33126 Organization Established in 1896 Disabilities Showcase: Love Is In the Air February 11, 2005</p> <p>Funds are requested to support an event that integrates persons with disabilities and the general population in a theatrical performance combining music and dance. This year's theme, "Love is in the Air," celebrates the culture of understanding, unity and friendship among all people. Partners include Actor's Playhouse, Goodwill Industries, and the Miami-Dade County Department of Leisure Access.</p>	N/A	\$7,500	\$5,388

**Miami-Dade County Department of Cultural Affairs
FY 2004-2005 Community Grants Program - Second Quarter**

<i>Organization/Project Description</i>	<i>FY2003-2004 Award</i>	<i>FY2004-2005 Request</i>	<i>FY2004-2005 Recommendation</i>
<p>11 - City of Miami Neighborhood Enhancement Team 444 S.W. 2nd Avenue, Miami, FL 33130 Organization Established in 1896 Red Velvet Arts Festival February 26, 2005</p> <p>Funds are requested to support this annual cultural festival in Overtown. The event includes live music and dance, student art exhibit, guided tour of the historic D.A. Dorsey House landmark, children's activities, and a red velvet cake competition and tasting. The project will enhance the neighborhood as well as attract visitors to the historic Overtown area.</p>	N/A	\$5,850	\$4,041
<p>12 - Community Coalition for Women's History doing business as Women's History Coalition 3925 NW 4 Terrace, Miami, FL 33126 Organization Established in 1986 Women Inspiring Hope and Possibility January 1 - May 31, 2005</p> <p>Funds are requested to support a series of events designed to bring awareness of the significant role of women in the development of our community. An award ceremony honoring this year's recipient will be held in March followed by a traveling photographic exhibit of past recipients as well as educational and inspirational interactions with high schools girls through the "She-roes" project.</p>	\$4,690	\$6,000	\$4,670
<p>13 - Community Performing Arts Association, Inc. 15250 SW 108th Avenue, Miami, FL 33157 Organization Established in 2001 Golden Cultural Fiesta to Senior Citizens January 1 - March 31, 2005</p> <p>Funds are requested to support free cultural events in four senior centers in Sweetwater, West Miami, Little Havana, and Miami. These programs will expose 2000 seniors citizens of low financial means to music, dance, drama, poetry and folklore.</p>	\$4,690	\$7,500	\$4,939
<p>14 - Cuban Cultural Heritage Corp. 3934 S.W. 8th Street, Miami, FL 33134 Organization Established in 1994 Publication of "Herencia" Magazine January 1 - April 31, 2005</p> <p>Funds are requested to support the publication of a bilingual cultural magazine highlighting Cuba's rich cultural legacy. Topics include Cuba's natural beauty, its architecture, art, poetry, music and the contributions made to the country by distinguished Cuban-Americans. Circulation of these publication is approximately 2,000.</p>	N/A	\$7,500	\$2,245
<p>15 - Cultural Affairs Council of South Miami, Inc. 7800 Red Road, Suite 215D, South Miami, FL 33143 Organization Established in 1994 ArtSouthMiami Arts Show March 19 & 20, 2005</p> <p>Funds are requested to support an annual arts and crafts show on Sunset Drive showcasing over 100 fine artisans and fine craft professionals from across the country and the globe representing the many art disciplines that make up the cultural fabric of Miami-Dade County. Attendance at the two-day festival is expected to be over 115,000 residents and visitors.</p>	\$4,690	\$10,000	\$5,388

**Miami-Dade County Department of Cultural Affairs
FY 2004-2005 Community Grants Program - Second Quarter**

<i>Organization/Project Description</i>	<i>FY2003-2004 Award</i>	<i>FY2004-2005 Request</i>	<i>FY2004-2005 Recommendation</i>
<p>16 - DanceArts Foundation, Inc. 441 North Hibiscus Drive, #4, Miami Beach, FL 33139 Organization Established in 1989 Isadora Duncan Dance Ensemble: Preservation and Community Outreach January 15 - September 30, 2005</p> <p>Funds are requested to support this series of community-based cultural and educational outreach programs. These lectures, workshops, and performances will educate senior citizens and students on the "Art of Isadora Duncan," the matriarch of modern dance, which will be documented on a DVD to be distributed to selected Miami-Dade county dance magnet programs and Miami-Dade Public Libraries.</p>	N/A	\$7,500	\$3,592
<p>17 - Diaspora World Cinema, Inc. P.O. Box 01-4216, Miami, FL 33101 Organization Established in 1996 ANIME - It's Art and Culture March 5, 2005</p> <p>Funds are requested to support a free screening workshop highlighting the Japanese animation art form of Anime during Teen Day at the Museum of Contemporary Art in North Miami's Art District. Over 500 teens will be exposed to the art, culture and history of this popular art form.</p>	\$5,374	\$7,500	\$5,388
<p>18 - Diva Arts & Entertainment, Inc. 4331 Northwest 194th Street, Miami, FL 33055 Organization Established in 1999 United We Dance - A Cross Cultural Experience January 1 - March 15, 2005</p> <p>Funds are requested to support a dance education program that will teach 100 inner city dancers Classical, Latin, and Haitian movement forms. The workshops will take place at the African Heritage Cultural Activity Center and will culminate in a production at the North Miami Beach Performing Arts Center which will be open to the community.</p>	\$4,034	\$7,500	\$4,939
<p>19 - Dr. Martin Luther King Parade and Festivities Committee, Inc. P.O. Box 510406, Miami, FL 33151 Organization Established in 1985 Dr. Martin Luther King, Jr. Parade and Festivities January 17 - 21, 2005</p> <p>Funds are requested to support the annual parade and post-parade festival commemorating the birth, legacy and life works of the late Dr. Martin Luther King, Jr. The parade will feature over 1000 participants from local and inner state bands, celebrity appearances, civic clubs and floats. Nearly 1,000,000 residents are expected to attend this year's festivities.</p>	\$9,381	\$10,000	\$8,980
<p>20 - Enfamilia, Inc. 450 North Krome Ave., Homestead, FL 33030 Organization Established in 2000 Art After School Program January 10 - May 20, 2005</p> <p>Funds are requested to support a 20-week after school art program for children ages 5-10 years old from migrant and low-income families of Homestead and Florida City. This program will teach youngsters basic art skills and creative processes to produce a variety of artworks that will become part of an art exhibit at Artsouth.</p>	N/A	\$6,232	\$3,143

**Miami-Dade County Department of Cultural Affairs
FY2004-2005 Community Grants Program - Second Quarter**

<i>Organization/Project Description</i>	<i>FY2003-2004 Award</i>	<i>FY2004-2005 Request</i>	<i>FY2004-2005 Recommendation</i>
<p>21 - Friends of the Miami-Dade Public Library, Inc. 101 West Flagler Street, Miami, FL 33130 Organization Established in 1974 Black History Celebration January 1 - March 31, 2005</p> <p>Funds are requested to support the Library's annual Black History Celebration with events taking place at all 37 library branches throughout Miami-Dade County. The celebration features 5 exhibits, one of which is a traveling exhibition of 20 African American quilts created by award-winning artist Mozell Benson. In addition, the library will be presenting many performances to showcase this rich cultural heritage to the entire county. All events are free of charge.</p>	\$5,411	\$7,500	\$5,837
<p>22 - Greater Miami Youth Symphony P.O. Box 43-1125, Miami, FL 33243 Organization Established in 1976 Winter Quarter GMYS Outreach Program January 14 - March 31, 2005</p> <p>Funds are requested to support lecture demonstrations and concerts to introduce instruments and classical music to children at four libraries and two community centers in Miami-Dade County. This exciting project will feature 100 musicians of the Symphony and Concert Orchestras. All events are free of charge and open to the public.</p>	\$5,159	\$7,500	\$5,837
<p>23 - Hispanic-American Lyric Theater, Inc. a/f/a for PIAG Museum, Inc. 9130 SW 123 Ave, Ct., Miami, FL 33186 Organization Established in 1987 Photo Marathon and Exhibition January 7 - 30, 2005</p> <p>Funds are requested to support a exhibit featuring photographic works of historical structures in Coral Gables and Miami. Photographers of all ages will submit works to be exhibited for one month at the PIAG Museum in Coral Gables where they will be judged by a panel of three professional photographers. The exhibition will be free and open to the public.</p>		\$7,500	\$1,796
<p>24 - John I. Smith Foundation, Inc. a/f/a for Biscayne Corridor Chamber of Commerce, Inc. 1300 NW 167th Street, Suite 1, Miami Gardens, FL 33169 Organization Established in 1968 Cinema and Supper on the Bay January 19 - March 16, 2005</p> <p>Funds are requested to support a free monthly cultural event for eastern Miami-Dade County residents and tourists featuring free outdoor showings of local independent and feature films, artist exhibitions and performances. The events will take place at Margaret Pace Park near Miami's Downtown Performing Arts District.</p>	N/A	\$5,000	\$3,592
<p>25 - Merrick Festival, Incorporated P.O. Box 143506, Coral Gables, FL 33114 Organization Established in 1991 2004 Caroling Competition December 1 - 7, 2004</p> <p>Funds are requested to support the 18th annual competition involving 30 Miami-Dade middle and senior high school choirs in a week-long event which is free to the public. 1,500 children will perform and compete for cash prizes contributed by local businesses, trusts, foundations, and municipal organizations. Over 10,000 residents attend the event each year.</p>	\$4,579	\$7,000	\$4,939

**Miami-Dade County Department of Cultural Affairs
FY2004-2005 Community Grants Program - Second Quarter**

<i>Organization/Project Description</i>	<i>FY2003-2004 Award</i>	<i>FY2004-2005 Request</i>	<i>FY2004-2005 Recommendation</i>
<p>26 - Miami Beach Arts Trust, Inc. P.O. Box 402584, Miami Beach, FL 33140 Organization Established in 1999 In the Bag... January 1 - September 13, 2005</p> <p>Funds are requested to support two series of monthly arts awareness events for artists, arts organizations, residents, and tourists. The mid-day "Brown Bag" program presents topics concerning the arts and culture and sustainability of local arts. "Evening Bag" programs will spotlight varying community arts facilities and local artists of all disciplines in performances and exhibitions alongside open discussions regarding the cultural community.</p>	N/A	\$7,500	\$2,694
<p>27 - Miami Classical Guitar Society, Inc., The 10630 Southwest 126 Avenue, Miami, FL 33186 Organization Established in 1988 Sun Waves Guitar Fest 2005 February 22 - 27, 2005</p> <p>Funds are requested to support the annual week-long festival and International Guitar Competition. The event will take place at the Miami-Dade College-Kendall Campus and will feature concerts by world renowned classical guitarists, master classes/lectures all of which are open to the public with discounted ticket prices for students.</p>	N/A	\$10,000	\$4,490
<p>28 - Miami Contemporary Dance Corporation d/b/a Miami Contemporary Dance Company 1919 Purdy Avenue, Miami Beach, FL 33139 Organization Established in 2001 Dance Education for Children Outreach Program January 1 - September 30, 2005</p> <p>Funds are requested to support a dance education program and outreach initiative which includes dance workshops and lecture demonstrations for more than 1,500 children. The lecture demonstrations will be held at Nautilus Middle, Booker T. Washington in Overtown and Rosa Parks Elementary in Florida City. Eight free dance workshops will be offered to low-income children ages 8 to 15 and will take place in North Miami and Miami Beach.</p>	\$4,034	\$7,500	\$5,388
<p>29 - Miami Watercolor Society, Inc. 8738 SW 114 Place, Miami, FL 33173 Organization Established in 1974 Student Teacher Outreach Program February 12 & September 9, 2005</p> <p>Funds are requested to support a workshop for Miami-Dade School K-12 Art Teachers to prepare their students for the "Impressions in Watercolor" Exhibition held in February at the DASH Center. Student's works are judged and awards are given at the exhibition and reception which are free and open to the public.</p>	\$5,384	\$7,500	\$5,837
<p>30 - Miami-Dade County Park and Recreation Department 275 NW 2nd Street, Suite 548, Miami, FL 33128 Organization Established in 1929 Cornucopia of the Arts 2005 February 12, 2005</p> <p>Funds are requested to support the 24th annual children's arts festival that brings some of the region's most talented young artists and performers in a vibrant blend of multidisciplinary, multiethnic and multicultural arts performances and exhibitions. This year's festival will take place at Deering Estate in South Miami-Dade County and is expecting to attract over 6,000 guest and 1,500 participants.</p>	\$6,097	\$10,000	\$5,837

**Miami-Dade County Department of Cultural Affairs
FY 2004-2005 Community Grants Program - Second Quarter**

<i>Organization/Project Description</i>	<i>FY 2003-2004 Award</i>	<i>FY 2004-2005 Request</i>	<i>FY 2004-2005 Recommendation</i>
<p>31 - North Beach Development Corporation of Miami Beach, Inc. 210 71st Street, Suite 310, Miami Beach, FL 33141 Organization Established in 1988 Miami Beach Festival of the Arts February 12-13, 2005</p> <p>Funds are requested to support the 31st annual arts festival which showcases approximately 150 artists from over 22 states. This is the signature event in the culturally underserved North Beach. Attendance for the weekend is expected to exceed 45,000 residents and tourists.</p>	\$3,283	\$10,000	\$4,041
<p>32 - Our Lady of the Holy Rosary Catholic Church 9500 SW 184th Street, Miami, FL 33157 Organization Established in 1959 Carnevale Holy Rosary - A Community Cultural Festival January 28 - 30, 2005</p> <p>Funds are requested to support a three day cultural festival in Cutler Ridge which will highlight the diverse cultures that make up our community. This free event will be open to the community and encourage them to come together to share their diverse ethnic backgrounds through art, performances and ethnic food. Approximately 10,000 participants are expected to attend this year's festival.</p>	N/A	\$7,500	\$3,143
<p>33 - Proyecto Arte Actual d/b/a The Moore Space 4040 N.E. 2nd Avenue, 2nd Floor, Miami, FL 33137 Organization Established in 2002 DASH, Skip and Jump to the Moore January 15 - May 31, 2005</p> <p>Funds are requested to support an enriching hands-on experience of contemporary art in collaboration with D.A.S.H. Students, teachers, friends and family will attend weekly workshops and lectures on contemporary art, guided tours of the Space's exhibitions, and actively participate in the events leading up to and following exhibitions where they will gain hand-on experience in the workings of an art gallery.</p>	\$4,885	\$7,500	\$4,670
<p>34 - South Florida Bluegrass Association, Inc. 256 South Coconut Lane, Miami Beach, FL 33139 Organization Established in 1973 Annual Everglades Bluegrass Festival February 25-27, 2005</p> <p>Funds are requested to support the three day weekend Bluegrass music festival intended to preserve and teach Bluegrass music to the community. The event will showcase nationally known bands to local Bluegrass music lovers. The festival is presented by the only organization in Miami-Dade County promoting and preserving this art form.</p>	\$4,690	\$10,000	\$4,490
<p>35 - St. Thomas Episcopal Church a/f/a Eisenhart Concert Series 5690 North Kendall Drive, Coral Gables, FL 33156 Organization Established in 1977 Eisenhart Concert Series, Vienna Choir Boys Concerts January 28 & 29, 2005</p> <p>Funds are requested to support two concerts which will provide South Florida audiences of all ages a musical experience of international acclaim featuring the world renowned Vienna Choir Boys. Free tickets will be made available to a nearby house for the elderly and the South Florida Boys Choir.</p>	\$4,304	\$7,500	\$4,939

**Miami-Dade County Department of Cultural Affairs
FY2004-2005 Community Grants Program - Second Quarter**

<i>Organization/Project Description</i>	<i>FY2003-2004 Award</i>	<i>FY2004-2005 Request</i>	<i>FY2004-2005 Recommendation</i>
<p>36 - Teatro en Miami Corp. 10302 NW 9th Street Circle Unit 104, Miami, FL 33172 Organization Established in 2002 "Teatro de la Tercera Edad" (Elder's Theatre) February 9 - March 9, 2005</p> <p>Funds are requested to support and promote a series of staged performances of "Juego de Damas" (Ladies' Games) presented by 20 elderly amateur actors. These free performances will be held at five elderly institutions throughout the county and will integrate verbal interaction between the participants and the audience.</p>	\$3,317	\$7,500	\$4,041
<p>37 - Young Patronesses of the Opera, Inc. 1200 Coral Way, Miami, FL 33145 Organization Established in 1984 In School Opera January 1 - April 30, 2005</p> <p>Funds are requested to support 45 minute full opera production at 25 elementary schools throughout Miami-Dade. Professional opera singers in costume with sets and music will perform the children's opera "Rumpelstiltskin." Schools will receive copies of YPO's children's activity book, "Opera Funtime," with the story, games, puzzles, musical terms and opera score. All events and material are provided at no charge to the school.</p>	N/A	\$7,500	\$5,837



**MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
COMMUNITY GRANT PROGRAM – Second Quarter**

GRANT AWARD AGREEMENT - ARTICLE I

The Miami-Dade County Department of Cultural Affairs and the Cultural Affairs Council, the Mayor and the Board of County Commissioners are pleased to announce that Miami-Dade County has awarded a grant as described herein to (hereinafter referred to as the Grantee). The grant award 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 «PROGRAM_NAME»; 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 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.