

Date: June 14, 2006

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

From: George M. Burgess
County Manager

IRCA
Agenda Item No. 3 (A)

Subject: FY2005-2006 Community Grants Program – Fourth Quarter Recommendations

RECOMMENDATION

It is recommended that the Board approve the funding of 22 grants for a total of \$111,500 from the FY 2005-2006 Community Grants Program – Fourth Quarter.

BACKGROUND

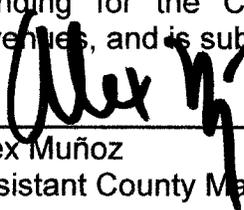
The FY 2005-2006 Community Grants Program panel convened on May 11, 2006 to review 22 applications requesting \$158,810 for the Fourth Quarter of the program. The Panel recommended funding all 22 applicants for a total of \$111,500. The Cultural Affairs Council approved these recommendations at their meeting on May 24, 2006.

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 departmental proprietary revenues, and is subject to the availability of funds.



Alex Muñoz
Assistant County Manager

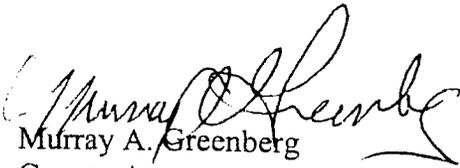
Attachments



MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez **DATE:** July 6, 2006
and Members, Board of County Commissioners

FROM: 
Murray A. Greenberg
County Attorney

SUBJECT: Agenda Item No.

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.

Veto _____

Override _____

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE APPROVAL OF TWENTY-TWO (22) GRANTS FROM THE DEPARTMENT OF CULTURAL AFFAIRS FY 2005-2006 COMMUNITY GRANTS PROGRAM – FOURTH QUARTER WITH ALGO NUEVO, INC., ARTES ALBA A/F/A FOR THE FOUNDATION GROUP, INC., ARTSPRING, INC., BISCAYNE FOUNDATION, INC., THE, CITY OF DORAL, CITY OF HOMESTEAD - PARKS AND RECREATION DEPARTMENT, CITY OF MIAMI - DEPARTMENT OF PARKS AND RECREATION DISABILITIES DIVISION, CITY OF WEST MIAMI, CUBAN THEATER FOLKLORE HERITAGE, INC., GABLESTAGE, INC. A/F/A GROUND UP AND RISING, INC., HAITIANS UNITED FOR PROGRESS, INC., HELPING HANDS YOUTH CENTER, INC. A/F/A FOR SAVE THE ARTS YOUTH FOUNDATION, INC., HISPANIC-AMERICAN LYRIC THEATRE, INC. A/F/A FOR CENTRO CULTURAL BOLIVIANO MASIS, CORP., HISPANIC-AMERICAN LYRIC THEATRE, INC. A/F/A FOR EDITORIAL CUBANA, INSTITUTO DE CULTURA PERUANA, INC., JOHN I. SMITH FOUNDATION, INC., KEY BISCAYNE 4TH OF JULY PARADE COMMITTEE, INC., MIAMI BEACH CULTURAL ARTS ALLIANCE, INC., MIAMI DANCE PROJECT, INC., MIAMI-DADE SYMPHONIC TRUST, SOCIEDAD CULTURAL SANTA CECILIA, INC. /F/A FOR GRETA BILINGUAL CHILDREN'S BOOKS, SOUTH FLORIDA COMPOSERS ALLIANCE A/F/A FOR DIXIE DINGO FILM FESTIVAL BY JULIA KAHN 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 twenty-two (22) grants for a total of \$111,500 from the Department of Cultural Affairs FY 2005-2006 Community Grants Program –Fourth Quarter as follows:

1. Algo Nuevo, Inc.	\$5,395
2. Artes Alba a/f/a for The Foundation Group, Inc.	\$5,395
3. ArtSpring, Inc.	\$5,350
4. Biscayne Foundation, Inc., The	\$5,395
5. City of Doral	\$5,934
6. City of Homestead - Parks and Recreation Department	\$5,934
7. City of Miami - Department of Parks and Recreation Disabilities Division	\$4,855
8. City of West Miami	\$3,500
9. Cuban Theater Folklore Heritage, Inc.	\$3,453
10. Gablestage, Inc. a/f/a Ground Up and Rising, Inc.	\$4,531
11. Haitians United for Progress, Inc.	\$3,776
12. Helping Hands Youth Center, Inc. a/f/a for Save the Arts Youth Foundation, Inc.	\$3,776
13. Hispanic-American Lyric Theatre, Inc. a/f/a for Centro Cultural Boliviano Masis, Corp.	\$6,474
14. Hispanic-American Lyric Theatre, Inc. a/f/a for Editorial Cubana	\$6,689
15. Instituto de Cultura Peruana, Inc.	\$4,855
16. John I. Smith Foundation, Inc.	\$5,934
17. Key Biscayne 4th of July Parade Committee, Inc.	\$5,934
18. Miami Beach Cultural Arts Alliance, Inc.	\$4,900
19. Miami Dance Project, Inc.	\$4,316
20. Miami-Dade Symphonic Trust	\$5,934

- 21. Sociedad Cultural Santa Cecilia, Inc. a/f/a for Greta Bilingual Children's Books \$2,697
- 22. South Florida Composers Alliance a/f/a for Dixie Dingo Film Festival \$6,474

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 | Jose "Pepe" Diaz |
| Audrey M. Edmonson | Carlos A. Gimenez |
| Sally A. Heyman | Barbara J. Jordan |
| Dorrin D. Rolle | Natacha Seijas |
| Katy Sorenson | Rebeca Sosa |
| Sen. Javier D. Souto | |

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of July, 2006. 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. *RAC*

By: _____
Deputy Clerk

Miami-Dade County Department of Cultural Affairs
FY2005-2006 Community Grants Program- Fourth Quarter

FY2005-2006
Recommendation

Organization/Project Description

1 Algo Nuevo, Inc.

412 NW 11th Ave., Miami, FL 33128
Organization Established in 2003
"Musical Programs" at Senior Centers & Health Centers
July 14 - September 14, 2006

\$5,395

Funds are requested to support this project of bringing free musical programs based on Cuban and Latin American music to health centers and senior centers throughout Miami-Dade County such as Riverside Care Center, Palmetto Health Canter, Little Havana Activities and Nutrition Center.

2 Artes Alba a/f/a for The Foundation Group, Inc.

249 Point East Drive B-210, Aventura, FL 33160
Organization Established in 2000
Hustle
August 18- September 13, 2006

\$5,395

Funds are requested to support the world premiere of this theatrical stage play. The production will run for four weeks at the African Heritage Cultural Arts Center and will address multi-generational and other men's issues through their multiethnic cast of local actors.

3 ArtSpring, Inc.

P.O. Box 343432, Florida City, FL 33034
Organization Established in 1992
Rites and Passages - Theatre and Drumming Workshops for Male Inmates
July 1 - September 30, 2006

\$5,350

Funds are requested to support a series of theater and drumming workshops for male inmates at Dade Correctional Institution (DCI) in Florida City for twelve weeks. ArtSpring faculty artists will go into this maximum security male prison to offer educational performances/presentations as well as facilitate discipline-based intensive arts workshops.

4 Biscayne Foundation, Inc., The

2785 NE 183rd Street, Miami, FL 33160
Organization Established in 1995
Transformation from the Inside Out
July 10 - 21, 2006

\$5,395

Funds are requested to support this project which provides collaboration between local artists and healthcare providers to promote a therapeutic intervention for disabled and economically disadvantaged patients of the Biscayne Institute in the Aventura area. Patients will paint directly on their x-rays, charts and tests therefore helping them conceptualize their illness/injury and providing an intervention that will enhance their understanding of the healing process.

5 City of Doral

8300 NW 53rd Street, Ste. 200, Doral, FL 33166
Organization Established in 2003
Hispanic Heritage Celebration
September 22 - 23, 2006

\$5,934

Funds are requested to support this two day cultural event celebrating Hispanic Heritage. This free community event will take place at Miami International Mall in the Doral area and the production will feature over thirty groups of performers and over 100 musicians and artists. Activities will include a parade of native dress, Latin food sampling, storytelling/poetry reading, flag displays, folkloric music and dance, arts exhibits and the PIAG Museum on Wheels.

**Miami-Dade County Department of Cultural Affairs
FY2005-2006 Community Grants Program- Fourth Quarter**

***FY2005-2006
Recommendation***

Organization/Project Description

6 City of Homestead - Parks and Recreation Department

\$5,934

790 North Homestead Blvd., Homestead, FL 33030
Organization Established in 1913
2006 4th of July Concert and Fireworks Show
July 4, 2006

Funds are requested to support this culturally diverse 4th of July Celebration that will include art exhibits and a musical performance showcasing many different cultures. This free community event for the general public, brings all cultures together to celebrate our nation's holiday. This event will be held at the Homestead Sports Complex.

7 City of Miami - Department of Parks and Recreation Disabilities Division

\$4,855

4560 NW 4th Terrace, Miami, FL 33126
Organization Established in 1896
Summer Arts Jamboree
August 5, 2006

Funds are requested to support a free inclusionary arts festival that will provide children and persons with disabilities the opportunity to creatively express themselves through the arts. This summer program will showcase the work in a public exhibition at the beautiful bayfront Legion Memorial Park in downtown Miami.

8 City of West Miami

\$3,500

901 SW 62nd Ave., West Miami, FL 33144
Organization Established in 1947
City of West Miami Concert Series - 2006
August 20, 2006

Funds are requested to support this free Sunday afternoon musical performance by the I Musici Estensi Chamber Orchestra from Italy, as part of the City of West Miami Concert Series. The program is open to all residents of Miami-Dade County.

9 Cuban Theater Folklore Heritage, Inc.

\$3,453

250 West 25th Street, Hialeah, FL 33010
Organization Established in 1984
Teatro Bufo (Cuban Popular Theater)
July 29 - September 30, 2006

Funds are requested to support live Cuban musical reviews and short plays. It combines the talents of surviving pre-Castro Cuban artists together with young actors, singers and dancers from different cultural backgrounds. The two performances will take place at the Teatro de Bellas Artes in Little Havana.

10 Gablestage, Inc. a/f/a Ground Up and Rising, Inc.

\$4,531

8141 SW 83rd Place, Miami, FL 33143
Organization Established in 2005
Workshop2Product
July 1 - September 30, 2006

Funds are requested to support the Workshop 2 Product Program which will produce a new play by Miami native Arturo Fernandez. The program produces new works through a four week workshop process and a three week product phase producing fifteen performances at the Camera Obscura Theatre located in Little Havana. The funds requested will support the ten artists involved, and all technical and promotional costs.

**Miami-Dade County Department of Cultural Affairs
FY2005-2006 Community Grants Program- Fourth Quarter**

**FY2005-2006
Recommendation**

Organization/Project Description

11 Haitians United for Progress, Inc.

\$3,776

7100 Biscayne Blvd. #307, Miami, FL 33138

Organization Established in 2001

Promoting Haitian Culture & Image Enhancement

July 29, 2006

Funds are requested to fund a community festival promoting Haitian culture. The event will celebrate Haitian independence from France and will include musical performances by Haitian musicians featuring Papa Loco. This community event will take place in Little Haiti.

12 Helping Hands Youth Center, Inc. a/f/a for Save the Arts Youth Foundation, Inc.

\$3,776

7090 NW 22nd Ave., Miami, FL 33147

Organization Established in 1999

Arts in the Park

July 22 - August 5, 2006

Funds are requested to support this summer arts program designed to promote participation in performing and cultural arts programs and to create performance opportunities for artists living in Miami-Dade County. The program for youths is comprised of a workshop, audition, and performance taking place at Sherbondy Park and Charles Hadley Park in the Opa-Locka area.

13 Hispanic-American Lyric Theatre, Inc. a/f/a for Centro Cultural Boliviano Masis, Corp.

\$6,474

9130 SW 123rd Ave. Ct., Miami, FL 33186

Organization Established in 1987

Fourth Annual Andean Festival

August 26, 2006

Funds are requested to support the Fourth Annual Andean Festival to take place at the Saint Sophia Greek Orthodox Church on Coral Way. The festival will feature the heritage and culture of the Andean Countries where the Inca Civilization once flourished. The event will feature musical and folkloric groups, arts and crafts and Andean cuisine.

14 Hispanic-American Lyric Theatre, Inc. a/f/a for Editorial Cubana

\$6,689

9130 S.W. 123 Ave. Ct., Miami, FL 33186

Organization Established in 1987

Publication of Out of Print Books

July 1 - September 30, 2006

Funds are requested for the publication of the book "Apuntes para la Historia de las Letras y de la Institucion Publica en la Isla de Cuba" (A History of Culture and Public Education in Cuba) by Antonio Bachiller y Morales. The book is a written testimony on culture and public education in Cuba from the mid-sixteenth century to 1860 and is a bound edition of an out of print book that represents Cuba's literary legacy. Six hundred copies of the book will be printed and distributed to libraries and universities in Miami-Dade and nationally.

15 Instituto de Cultura Peruana, Inc.

\$4,855

8241 SW 45th Street, Miami, FL 33155

Organization Established in 1993

XV Spanish Literary Contest

July 1 - September 20, 2006

Funds are requested to support this Spanish literacy contest in poetry and short stories. Winners will be recognized in a ceremony at the Tower Theater, of Miami-Dade College, which will be open to the public and showcase well-known local poets, actors and dancers. The winning works, as well as others of merit, will be published in a book and will be distributed throughout our community through cultural institutions and public libraries.

**Miami-Dade County Department of Cultural Affairs
FY2005-2006 Community Grants Program- Fourth Quarter**

***FY2005-2006
Recommendation***

Organization/Project Description

16 John I. Smith Foundation, Inc.

1300 NW 167th Street, Suite 1, Miami Gardens, FL 33169
Organization Established in 1996
"A Rising Star / Chamber Melodies"
July 29 - 30, 2006

\$5,934

Funds are requested to support a talent showcase for youth with disabilities and underprivileged youth ages 7 to 21. The project will take place at the Aventura Mall Center Court and is free. Students from fifty-six Miami-Dade County Public Schools will audition and several will be invited to perform on stage. Some individual scholarships will be presented to attend Miami-Dade College to further students' education and/or training.

17 Key Biscayne 4th of July Parade Committee, Inc.

525 Warren Lane, Key Biscayne, FL 33149
Organization Established in 1993
47th Annual Key Biscayne 4th of July Parade
July 4, 2006

\$5,934

Funds are requested to support this annual free family event now in its 47th year. This parade instills a sense of patriotism in our youth and bring our multi-cultural community together. People of all ages participate in the parade on Key Biscayne which includes floats, musicians, street performers, dancers and talented high school marching bands.

18 Miami Beach Cultural Arts Alliance, Inc.

1620 Drexel Avenue, Miami Beach, FL 33139
Organization Established in 2003
Symphony of the Americas Summerfest at the Miami Beach Community Church
July 16, 2006

\$4,900

Funds are requested to support this musical concert presenting I Musci Estensi at the Miami Beach Community Church. The concert will be performed by an ensemble of 20 internationally acclaimed musicians from Milan, Italy, conducted by Maestro James Brooks-Bruzzese.

20 Miami Dance Project, Inc.

7460 SW 117th Ave., Miami, FL 33173
Organization Established in 2006
Miami Dance Project
July 2 - September 2, 2006

\$4,316

Funds are requested to support the Summer Dance Intensive where 25 students will be invited to participate, at no cost, in six weeks of daily dance classes to be conducted at Riviera Middle School. A professional concert will be performed in September where students from the summer program will have an opportunity to participate in one specially-choreographed dance. Students/families may attend concert at no cost.

19 Miami-Dade Symphonic Trust

246 NE 92 Street, Miami Shores, FL 33138
Organization Established in 1996
Orchestra Miami Presents "Happy Birthday, Mozart"
September 24, 2006

\$5,934

Funds are requested to support the presentation of Orchestra Miami's first event, entitled "Happy Birthday, Mozart" celebrating the 250th anniversary of Mozart's birth. The concert of forty-one musicians will take place at the University of Miami Frost School of Music's Gusman Hall.

Miami-Dade County Department of Cultural Affairs
FY2005-2006 Community Grants Program- Fourth Quarter

*FY2005-2006
Recommendation*

Organization/Project Description

21 Sociedad Cultural Santa Cecilia, Inc. a/f/a for Greta Bilingual Children's Books

\$2,697

7860 SW 32nd Street, Miami, FL 33155

Organization Established in 1996

Publication of Bi-lingual Childrens Books

July 1 - September 30, 2006

Funds are requested to support publishing two bilingual children's books that deal with the importance of preserving the environment for present and future generations. The books will be given out free of charge to elementary and middle schools in Miami-Dade County. Approximately 400 copies of each book will be published.

22 South Florida Composers Alliance a/f/a for Dixie Dingo Film Festival by Julia Kahn

\$6,474

PO Box 01-5298, Miami, FL 33101

Organization Established in 1985

Dixie Dingo Super-8 Invitational Film Festival

August 8, 2006

Funds are requested to support a one-night film festival of Super-8 films by first time directors and filmmakers to be held at the Dorsch Gallery. The films will document and highlight diverse stories of Miami residents. This free film festival is open to the community.



MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
Community Grants Program

GRANT AWARD AGREEMENT - ARTICLE I

The Miami-Dade County Department of Cultural Affairs and the Cultural Affairs Council, the Mayor and the Board of County Commissioners are pleased to announce that Miami-Dade County has awarded a grant as described herein to «**ORGANIZATION**» (hereinafter referred to as the Grantee). The grant award 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 hereto)
- 4. ITEMIZED PROJECT BUDGET: (as described in the Reinstatement of Project Budget attached hereto)
- 5. GRANT START DATE:
- 6. GRANT END DATE:
- 7. REPORT DEADLINE:

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 July, 2005 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 Community Grants Program; and within the scope of budget submitted in the attached Restatement of Project Budget.

(Grantee's Corporate Seal)

Signature Authorized Official #1

Printed Name/Title Authorized Official #1

Signature Authorized Official #2

Printed Name/Title Authorized Official #2

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
GENERAL TERMS AND CONDITIONS FOR 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 expended 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.