Memorandum

MIAMI-DADE COUNTY

Date: April 8, 2008

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

Agenda Item No. 10(B)(1)(A)

From: George M. Burgess
County Manager

Subject: FY2007-08 Summer Arts & Science Camps for Kids (SAS-C)
Grant Award Recommendations

RECOMMENDATION
It is recommended that the Board of County Commissioners approve the funding of 22 grant awards for a total of $500,000 from the FY2007-08 Summer Arts & Science Camps for Kids grants program.

SCOPE
The impact of this agenda item is countywide.

FISCAL IMPACT/FUNDING SOURCE
Funding for the Summer Arts & Science Camps for Kids grants program is derived from monies granted to the Department of Cultural Affairs from The Children's Trust ($500,000), and approved in the Department of Cultural Affairs' FY 2007-08 budget.

TRACK RECORD/MONITOR
Each non-profit cultural organization recommended for funding has a track record for responding to Department grant requirements and contractual conditions. Michael Spring, Director of the Miami-Dade County Department of Cultural Affairs, is responsible for monitoring the grant contracts

BACKGROUND
The FY2007-2008 Summer Arts & Science Camps for Kids (SAS-C) Grants Panel convened on Friday, January 18, 2008 to review 36 applications requesting a total of $1,264,024. The Panel recommended funding 22 applications for a total of $500,000. The Cultural Affairs Council approved these funding recommendations at their meeting on January 23, 2008.

The SAS-C Grants Program was created as a joint initiative of the Miami-Dade County Department of Cultural Affairs and The Children's Trust. The objective of the SAS-C Program is to grant funding to non-profit organizations that will provide underserved children in Miami-Dade County with opportunities to attend high quality cultural arts and/or science summer camp programs at little or no cost. Funding through the SAS-C Grants Program is intended to augment existing programs, providing more children with the opportunity to participate in cultural arts and science summer camps.

The Panel specifically evaluated each applicant organization based on the following competitive review criteria: 1) impact, 2) artistic merit, and 3) management capability. In addition, priority attention was given to projects that addressed children whose ability to participate in such programs may be limited by geography, economics or disability.

Attached is a list of the projects recommended for funding.

Attachments

Alex Muñoz
Assistant County Manager

MEMORANDUM
(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: April 8, 2008

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

SUBJECT: Agenda Item No. 10(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
Veto _____
Override _____

Agenda Item No. 10(B)(1)(A)
4-8-08

RESOLUTION NO. _____

RESOLUTION AUTHORIZING APPROVAL OF TWENTY-TWO (22) GRANT AWARDS FROM THE FY2007-08 SUMMER ARTS & SCIENCE CAMPS FOR KIDS (SAS-C) GRANTS PROGRAM TO: ACTORS' PLAYHOUSE PRODUCTIONS, INC.; BISCAYNE FOUNDATION, INC., THE; CATHOLIC CHARITIES OF THE ARCHDIOCESE OF MIAMI, INC; CREATIVE CHILDREN THERAPY, INC.; ENFAMILIA, INC.; FAMILY & CHILDREN FAITH COALITION, INC; FLORIDA MEMORIAL UNIVERSITY, INC.; GREATER MIAMI YOUTH SYMPHONY OF DADE COUNTY, FL INC; HISTORICAL ASSOCIATION OF SOUTHERN FLORIDA; MARJORY STONEMAN DOUGLAS BISCAYNE NATURE CENTER; MIAMI CHILDREN'S MUSEUM, INC., THE; MIAMI DANCE PROJECT, INC; MIAMI LIGHT PROJECT, INC; MIAMI STAGE COMPANY/MIAMI CHILDREN'S THEATER, INC.; MUSEUM OF CONTEMPORARY ART, INC.; MUSEUM OF SCIENCE, INC.; MYSTERY PARK ARTS COMPANY, INC.; NEW WORLD SCHOOL OF THE ARTS; PLAYGROUND THEATRE, INC., THE; SOUTH FLORIDA ART CENTER, INC. (D.B.A. ARTCENTER/SOUTH FLORIDA); THOMAS ARMOUR YOUTH BALLET, INC.; UNIVERSITY OF MIAMI FROST SCHOOL OF MUSIC; AND AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE TO EXERCISE 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) grant awards for a total of $500,000 from the Department of Cultural Affairs FY2007-08 Summer Arts & Science Camps for Kids Grants Program as follows:

1.	Actors' Playhouse Productions, Inc.	$18,800
2.	Biscayne Foundation, Inc., The	$20,000
3.	Catholic Charities of the Archdiocese of Miami, Inc	$25,000
4.	Creative Children Therapy, Inc.	$25,000
5.	enFAMILIA, Inc.	$25,000
6.	Family & Children Faith Coalition, Inc	$25,000
7.	Florida Memorial University, Inc.	$19,975
8.	Greater Miami Youth Symphony of Dade County, FL Inc	$25,000
9.	Historical Association of Southern Florida	$20,067
10.	Marjory Stoneman Douglas Biscayne Nature Center	$24,140
11.	Miami Children's Museum, Inc., The	$18,679
12.	Miami Dance Project, Inc	$10,000
13.	Miami Light Project, Inc	$20,000
14.	Miami Stage Company/Miami Children's Theater, Inc.	$25,000
15.	Museum of Contemporary Art, Inc.	$25,000
16.	Museum of Science, Inc.	$25,000
17.	Mystery Park Arts Company, Inc.	$25,000
18.	New World School of the Arts	$25,000
19.	PlayGround Theatre, Inc., The	$25,000
20.	South Florida Art Center, Inc. (d.b.a. ArtCenter/South Florida)	$20,000
21.	Thomas Armour Youth Ballet, Inc.	$28,339
22.	University of Miami Frost School of Music	$25,000

in substantially the form of the agreement attached hereto and made a part hereof; and authorizes the County Mayor or his designee 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:

Bruno A. Barreiro, Chairman
Barbara J. Jordan, Vice-Chairwoman

Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 8th day of April, 2008. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Stephen Stieglitz

MIAMI-DADE COUNTY

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
«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, acknowledging that the Grantee is performing a public service through its programs and projects, is awarded as follows:

GRANTEE AND GRANT DESCRIPTION

1.	GRANTEE:	«ORGANIZATION» (EIN#«FEDERAL_ID») «ADDRESS», «CITY», «STATE» «ZIP»
2.	AMOUNT OF GRANT:	$«AWARD»
3.	PROJECT:	«PROJECT_TITLE» (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:	«PROJECT_START_DATE»
6.	GRANT END DATE:	«PROJECT_END_DATE»
7.	FINAL REPORT DEADLINE:	«REPORT_DUE_DATE»

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, 2007 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» 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

Approved for form and legal sufficiency by the Miami-Dade County Attorney (9/2007).

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
GENERAL TERMS AND CONDITIONS FOR GRANTS (September, 2007) – 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 Mayor or his designee. The County Mayor has delegated the responsibility of administering this grant to the Director of the Miami-Dade County Department of Cultural Affairs, who shall be referred to herein as the "Director."

2. Amount and Payment of Grant Award: The total amount of the grant is specified in Article 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 program application or funding request information provided to the Miami-Dade County Department of Cultural Affairs. **The Grantee agrees and expressly understands that any grant budget revisions including line item changes necessary for the purpose of completing the project must be requested in writing to the Director for his consideration prior to the Grant End Date stated in Article 1.6 and that any requested changes may not exceed twenty-five percent (25%) of the total amount of the grant award.** The Director will approve or disapprove the Grantee's request in writing within fourteen (14) business days of the date of receipt of the request in the Department's offices.

5. Grant End Date: The Grantee shall encumber all grant and matching funds on or before the Grant End Date as outlined in Article 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 for 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 specific to the program through which this grant is being awarded. **The Grantee agrees and expressly understands that in making Final Report to the Department, any deviation from the grant expense budget attached to the Agreement as the Restatement of Project Budget must be requested in writing to the Director for his consideration prior to the Grant End Date stated in Article 1.6 and that any requested changes may not exceed twenty-five percent (25%) of the total amount of the grant award.** The Director, at his 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 payment. At the Director's sole discretion, a Grantee found to be deficient or in default of a previous grant contract may be declared permanently ineligible to apply to the Department of Cultural Affairs' grants programs. Reinstating the Grantee's eligibility to apply is also at the Director's sole discretion, and may only be considered subsequent to all deficient areas on prior grants having been addressed to the satisfaction of the Director.

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

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

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

By accepting County funds, the grantee is required to recognize and acknowledge Miami-Dade County's grant support in a manner commensurate with all contributors and sponsors of its activities at comparable dollar levels.

Grantees through the Department's All Kids Included initiative, Summer Arts and Science Camps for Kids (SAS-C), Youth Arts Enrichment program (YEP), and Youth Arts Miami (YAM) grants programs must include The Children's Trust logo (available for download at www.thechildrenstrust.org/MediaKit.asp) and the following statement in all materials related to the grant project, including but not limited to newsletters, press releases, brochures, fliers, websites or any other materials for dissemination to the media or general public:

> "The (insert event/program name) is funded by The Children's Trust. The Trust is a dedicated source of revenue established by voter referendum to improve the lives of children and families in Miami-Dade County."
>
> Note: In cases where funding by The Children's Trust represents only a percentage of the grantee's overall funding, the above language can be altered to read: "The (insert event/program name) is funded in part by The Children's Trust ....."

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; 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 <u>not</u> pertain to contracts with the United States or any department or agency thereof, or the State or any political subdivision or agency thereof or any municipality of this State;
(h) Section 2-8.1 (c) of the County Code regarding Delinquent and Currently Due Fees or Taxes;
(i) 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 may be declared permanently ineligible to apply to the Department of Cultural Affairs' grants programs. Reinstating the Grantee's eligibility to apply is also at the Director's sole discretion, and may only be considered subsequent to all deficient areas on prior grants having been addressed to the satisfaction of the Director. 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.

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
FY2007-08 SUMMER ARTS & SCIENCE CAMPS FOR KIDS (SAS-C)
GRANTS PROGRAM

		Est. # of children to be served by grant	*Award*
1	**Actors' Playhouse Productions, Inc.**	22	$18,800

280 Miracle Mile, Coral Gables, FL 33134
Organization Established in 1988

Summer Camp 2008

Grant funds will be used to support camp scholarships to 12 children ages 7-12 to Actors' Playhouse's Children's Summer Camp, which takes place in two sessions, June 9-July 3 and July 7-August 1, 2008. The funds will also be used to cover early drop off and late pick up fees, and lunch. Program activities include instruction in monologue development, choreography, vocal technique, set and costume design, script writing, improvisation, scene study, theatrical make-up, and technical instruction. The camp culminates in an original production for family and friends.

2	**Biscayne Foundation, Inc., The**	10	$20,000

2785 NE 183rd Street, Miami, FL 33160
Organization Established in 1995

The Medicine Wheel Way

Grant funds will be used to support a "normalized" summer camp program specifically designed for children with special needs. Grant funds will allow for an additional 10 children to be fully funded through full scholarships for the camp experience. The camp is Monday - Friday and begins on 6/27/08 and ends on 8/1/08. The program is located at The Biscayne Institutes for Health and Living in north Miami-Dade County. This year's program, "The Medicine Wheel Way," will teach campers about Native American art, culture, music, and history through interactive lectures, art activities, musical components, field trips, in house performances and guest speakers. The summer camp program experience includes additional therapies from licensed physical, occupational, and speech therapists, as well as doctoral and masters level psychotherapists.

3	**Catholic Charities of the Archdiocese of Miami, Inc**	100	$25,000

9401 Biscayne Blvd, Miami Shores, FL 33138
Organization Established in 1967

Arts in the Community Summer Camp

Grant funds will be used to support program expansion and 100 scholarships for poor, often disabled 4 year olds to attend Catholic Charities Art in the Community Summer Camp held June 9- July 30, one class of 20 at each of 5 preschools in some of the neediest communities of Miami-Dade: Little Haiti, Little Havana, Wynwood/Overtown, greater Homestead, & Perrine. At each site, artists trained and supplied by Arts for Learning will use its best practice model of multi-media art experiences and cultural visits to build literacy, critical thinking, and problem-solving; while together with our trained professional staff to enhance social & personal health through conflict resolution (using the tested Peace Education best practices curriculum, language & early math skills, good nutrition, hygiene, fun, and exercise).

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
FY2007-08 SUMMER ARTS & SCIENCE CAMPS FOR KIDS (SAS-C)
GRANTS PROGRAM

		Est. # of children to be served by grant	*Award*
4	**Creative Children Therapy, Inc.**	12	$25,000

12608 SW 88 Street, Miami, FL 33186
Organization Established in 2003

Creative Adventures Camp

Grant funds will be used to support 12 full time scholarships for children to attend the "Creative Adventures Camp", to be held for 10 weeks from June 9, 2008 - August 15, 2008 at the JM Ranch and Atlantis Academy in Kendall. This inclusive summer camp offers recreational and educational experiences for a total of 125 disabled and non-disabled children ages 4-18. Adapted indoor and outdoor activities focus on enhancing daily life skills in health, academic and social development/ Science program activities include horticulture, animal care, health, fitness and science experiments. Art program activities include creative movement, dance, music and a simplified production of a musical.

5	**enFAMILIA, Inc.**	120	$25,000

240 North Krome Avenue, Homestead, FL 33030
Organization Established in 2000

Art-in-Action Summer Camp

Grant funds are requested to expand programming and support scholarships for 120 students ages 11-18, to attend the Art in Action intensive camp program to be held at ArtSouth in Homestead from June 9 - August 1. Program activities include musical theatre, drama, dance, video production, creative writing, visual arts, and field trips; as well as two free public performances showcasing the students. Art instructors will be recruited from the highest quality art institution from around the states that includes Julliard students, to provide an exceptional curriculum to the students and the community.

6	**Family & Children Faith Coalition, Inc**	24	$25,000

5911 W Flagler St, 2nd Floor, Miami, FL 33144
Organization Established in 2000

Artology Summer Performing Arts Camp

Grant funds will be used to expand services by providing scholarships for 24 youth ages 6-14 to participate in Artology Summer Performing Arts Camp at Sweet Home Missionary Baptist Church (West Perrine) from June 23-August 8. Program activities include instruction in the performing arts disciplines of music, dance, drama, storytelling and stagecraft/costuming as well as five field trips and academic instruction running from 8am-6pm. A public performance will be given at the end of camp. The project will strive to preserve, support and create a life long appreciation for the arts in students and develop a more diverse audience for the arts.

7	**Florida Memorial University, Inc.**	64	$19,975

15800 NW 42nd Avenue, Miami Gardens, FL 33054
Organization Established in 2004

Florida Memorial Univ. Miami All-Star Band Camps

Grant funds will be used to support activities mainly for low income inner city youth, ages 13-18, who are currently involved in middle school or high school bands as instrumentalists, majorettes, drum majors, dancers or other auxiliary performers. The grant would allow for 65 partial scholarships and 65 full scholarships for a total of 130 participants. The camp is to be held for two consecutive weeks on the campus of Florida Memorial University in which intensive training in instrumental performance, dance and movement, marching and maneuvering culminate in an on campus parade, a chamber recital of small instrumental and dance ensembles, a symphonic band concert, a marching band field show at North Miami Stadium and a jazz concert.

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
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GRANTS PROGRAM

		Est. # of children to be served by grant	*Award*
8	**Greater Miami Youth Symphony of Dade County, FL Inc**	**75**	**$25,000**

5805 Blue Lagoon Dr, Suite 132, Miami, FL 33126
Organization Established in 1976

GMYS Summer Camp

Grant funds are requested to fund 75 students ages 5-18, and provide 20 full scholarships to deserving students during one of our three week camp sessions taking place June 9 - August 8, for beginning, intermediate, and advanced music students. Camp hours are 9am-4pm at Arvida Middle School (intermediate camp) and Robert Morgan Educational Center (advanced camp). Beginning camp will be at South Miami Community Center, South wood Middle School, City Church- Homestead, and Kendall Community Church. Program activities include orchestra, band, music theory and history, chamber music, choir, steel drums, jazz improvisation, guest artist presentations, as well as exciting student gala concerts.

9	**Historical Association of Southern Florida**	**30**	**$20,067**

101 W. Flagler Street, Miami, FL 33130
Organization Established in 1940

Tropical Explorers Summer Camp

Grant funds are requested to support full scholarships for 30 students ages 6-12, to attend the Tropical Explorers Summer Camp from June 4 - August 8 at the Historical Museum of Southern Florida in downtown Miami. Camp activities are placed in the context of the history and culture of South Florida and focus on various disciplines and topics in arts and science. Participants engage in art projects, music, film viewing, listening to stories, enacting skits, and touring the museum's galleries and non-museum sites to learn about South Florida.

10	**Marjory Stoneman Douglas Biscayne Nature Center**	**40**	**$24,140**

6767 Crandon Blvd., Key Biscayne, FL 33149
Organization Established in 1985

"Michael's Magic" Summer Camp at BNC

Grant funds are requested to support 40 full scholarships for underserved youth ages 8-13 to attend "Michael's Magic" Marine Science Summer Camp at the Marjory Stoneman Douglas Biscayne Nature Center, to be held over two sessions at the Bear Cut Preserve in Key Biscayne: July 7-18 and July 21-August 1 from 9am-5pm. Activities include workshops in basic swimming, snorkeling and kayaking, seagrass adventures, mangrove slogs, nature walks, beach combing, squid dissection, nature art instruction and beading. Free bus transportation, lunch and snacks are included. Before and after camp care will be provided as needed.

11	**Miami Children's Museum, Inc., The**	**27**	**$18,679**

980 MacArthur Causeway, Miami, FL 33132
Organization Established in 1983

MCM's Creative Island Summer Camp

Grant funds will be used to support access for underserved children to the 2008 Creative Island Summer Camp at the Miami Children's Museum (MCM) from June 9 to August 1, engaging them through innovative, arts-based, hands-on programming. Funding will provide 234 one-week scholarships, or 8 weeks of programming, for 30 students, including regular day camp tuition (9-3pm), lunch and before/aftercare. Six to eight year olds who attend the MCM Charter School (MCMCS) and qualify for free or reduced lunch will be prioritized as recipients.

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
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GRANTS PROGRAM

	Est. # of children to be served by grant	*Award*
12 Miami Dance Project, Inc	**25**	**$10,000**

PO Box 165925, Miami, FL 33116
Organization Established in 2005

Miami Dance Project Summer Dance Camp 2008

Grant funds will be used to support 25 children ages 6-14, from low income families to attend an 8 week summer dance camp (Mon-Fri, 9am-4pm). Each individual will receive a full scholarship that will provide instruction by the Miami Dance Project Company in ballet, jazz, modern, and hip hop. Participating students will receive no less than 4 hours of dance instruction each day, along with set design, costume design, and choreography. Activities also include yoga classes, nutrition and body image workshops, and field trips. Before/aftercare and transporation will also be provided to students.

13 Miami Light Project, Inc	**40**	**$20,000**

3000 Biscayne Blvd, Suite 100, Miami, FL
Organization Established in 1989

Miami Light Project Hip Hop Summer Camp 2008

Grant funds are requested to support program expansion and provide 40 scholarships for underserved youth ages 14-18 to attend Miami Light Project's new Hip Hop summer camp program, "Preserving, Archiving and Teaching Hip Hop" (PATH) and the intensive "Filmmaker's Bootcamp," to be held at the Light Box in Miami: June 9-July 5 and July 14-July 25, 2008. PATH program activities include break dancing, rapping, deejaying, street art, fashion, music production, music video, theater and the business of Hip Hop. In the Filmmakers' Bootcamp, students will receive instruction in the technical and creative aspects of filmmaking leading to the creation of their own original short films. All participating students will have the opportunity to showcase their original work in a public presentation.

14 Miami Stage Company/Miami Children's Theater, Inc.	**75**	**$25,000**

11155 SW 112th Avenue, Miami, FL 33176
Organization Established in 1998

Miami Childrens Theater

Grant funds are requested to support 75 full scholarships to one of Creative Camp's award winning summer performing arts camps to be held June 2-July 25, 2008. "Creative Camps", for ages 5-11 is a performing arts camp which teaches theater, music, dance, magic, creative writing and video production. "Broadway Bound", for ages 12-18, is a musical theater camp. Both camp programs perform two full-stage public productions at the end of each session.

15 Museum of Contemporary Art, Inc.	**200**	**$25,000**

770 NE 125 Street, North Miami, FL 33161
Organization Established in 1981

Creative Arts Summer Camp 2008

Grant funds are requested to support aftercare program enhancements and 200, one-week scholarships for low-income, underserved children ages 6-12, attending MOCA's Creative Arts summer program from June 2-August 15 in North Miami. Camp activities include art history lessons and hands-on, multi-media arts instruction. The enhanced aftercare program will include performing arts components such as singing, dancing and acting and additional cross-disciplinary projects.

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
FY2007-08 SUMMER ARTS & SCIENCE CAMPS FOR KIDS (SAS-C)
GRANTS PROGRAM

	Est. # of children to be served by grant	Award
16 Museum of Science, Inc.	120	$25,000

3280 South Miami Avenue, Miami, FL 33129
Organization Established in 1949

Summer Camp Scholarship Program (SCSP)

The Summer Camp Scholarship Program (SCSP) will support 120 student/weeks of participation in the 42nd annual offering of the Miami Science Museum's award winning science camp. The target audience is low-income, mostly Hispanic, Haitian and African-American children aged 3-12, from predominantly minority neighborhoods. The Summer Science Camp and the SCSP program will operate out of the MSM's main building and facility in Coconut Grove, with additional classrooms located at Southside Elementary (bus transportation is provided).

17 Mystery Park Arts Company, Inc.	66	$25,000

751 Euclid Ave, Suite 2, Miami Beach, FL 33139
Organization Established in 1989

Music for Youth

Grant funds will be used to support full and partial scholarships for 66 children ages 6-18, to attend the 2008 Music for Youth Summer Camp at the Carl Fisher Clubhouse on Miami Beach from June 16 - August 16, 2008. This high-quality music immersion program offers instrumental and vocal instruction, as well as music theory, musicianship, music appreciation and performances by instructors who are professional musicians. The grant will enable the 9-week program to be provided free to children from disadvantaged families and at minimal cost for children who receive free or reduced lunch at school.

18 New World School of the Arts	50	$25,000

300 NE 2nd Avenue, Miami, FL 33132
Organization Established in 1987

Summer Arts Academy 2008

Grant funds are requested to support 50 scholarships for minority and/or at-risk youth, ages 16-18 (going to 11th and 12th grade Fall 2008) to attend the Summer Arts Academy 2008 at New World Scool of the Arts in downtown Miami, from June 9-June 20, 2008. Students will participate completely free of charge, including lunches and transportation. Students in Dance will receive training in both ballet and modern dance techniques as well as choreography. Students in Music will consist of a two week immersion in strings. The Theater Program will consist of an Acting and Music Theater component. The Visual Arts program will offer students a variety of mediums and will finish with four pieces of work for their college portfolio. A free public performance/exhibit will showcase the students' work at the end of the Academy.

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
FY2007-08 SUMMER ARTS & SCIENCE CAMPS FOR KIDS (SAS-C)
GRANTS PROGRAM

	Est. # of children to be served by grant	Award
19 PlayGround Theatre, Inc., The	**30**	**$25,000**

9806 NE 2nd Avenue, Miami Shores, FL 33138
Organization Established in 2004

2008 Musical Theatre Summer Camp

Grant funds will be used to support 30 full scholarships for students to attend the exciting and educational Musical Theatre Summer Camp (MTSC) over two sessions from June 9 to August 8, 2008. A total of 90 Miami-Dade children ages five to sixteen years of age will come from diverse multicultural neighborhoods from Little Haiti and Liberty City to Aventura and Bal Harbour. 55 children from low-income or poverty-level families will receive full tuition scholarships and include five children with disabilities. MTSC will provide a full-day camp for 20 days per session including a nutritious lunch and snack plus transportation and aftercare as needed; all free to those funded by SAS-C. MTSC will take place at Barry University and The Playground Theatre in Miami Shores.

20 South Florida Art Center, Inc. (d.b.a. ArtCenter/South Florida)	**40**	**$20,000**

924 Lincoln Road, Suite 205, Miami Beach, FL 33139
Organization Established in 1984

Art Camp

Grant funds will be used to support ArtCenter/South Florida's initiative to provide 40 need-based scholarship and pre and aftercare for financially disadvantaged students ages 6-18, interested in participating in ArtCenter's annual summer Art Camp. Art Camp features hands-on art instruction and mentoring by professional artists; low teacher-student ratio (one teacher and a minimum of one assistant for every ten students); exposure to career alternatives in the arts; gallery tours; four, two-week sessions with four classes daily, from 9:30 am - 3 pm; and an "exhibition and opening" at the end of each session for family and friends to enjoy.

21 Thomas Armour Youth Ballet, Inc.	**350**	**$28,339**

5818 SW 73 Street, South Miami, FL 33143
Organization Established in 1951

TAYB Summer Scholarship Program

Grant funds are requested to support program improvement and scholarships for 350 disadvantaged children and youth ages 3-18, to attend the TAYB's Summer Camp Program to be held at 4 sites (South Miami, Little Haiti, Homestead and West Coconut Grove) from June 2 - August 19. Program activities vary according to age, ability and interest and include ballet, creative movement, pointe, advanced technique, partnering, tap, vocabulary, lectures, film and classes specifically geared towards boys.

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
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GRANTS PROGRAM

	Est. # of children to be served by grant	Award
22 University of Miami Frost School of Music	**60**	**$25,000**

P.O. Box 24-8165, Coral Gables, FL 33124-7610
Organization Established in 1926

University of Miami Frost School of Music Summer Music Camps

Grant funds will be used to support scholarships for 75 children ages 4-18, to attend the University of Miami Music Summer Camp to be held on the campus of the Frost School of Music from June 23-July 18. Part of the grant award will provide The Young Musicians' Camp program with funds to serve 60 underserved, financially underprivileged and talented middle and high school aged students from areas of Miami-Dade County. Funds will allow the University's MusicTime program to support 15 scholarships for children who are either financially underprivileged or have special needs from July 7-18. Experienced faculty, guest artists and teachers serve as instructors. YM Camp activities include large and small group performance opportunities, technical training, theory/composition, and music history. MT Camp includes singing, movement, listening, instruments, and

Total Est. # children to be served by grant:	**1,580**	**$500,000**