Memorandum

MIAMI-DADE COUNTY

Date: September 2, 2008

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

Agenda Item No. 10(A)(1)

From: George M. Burgess
County Manager

Subject: FY 2007-2008 Community Grants Program – Fourth Quarter Recommendations

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Recommendation
It is recommended that the Board approve the funding of 26 grants for a total of $150,000 from the FY 2007-2008 Community Grants Program – Fourth Quarter. Attached is a list describing the projects being recommended for funding.

Scope
The impact of this agenda item is countywide.

Fiscal Impact/Funding Source
Funding for the Community Grants Program comes from Department of Cultural Affairs' proprietary revenues approved in the FY 2007-2008 budget.

Track Record/Monitor
Each recommended, non-profit cultural organization has a track record of following Departmental grant requirements and contractual conditions. Michael Spring, Director of the Miami-Dade Department of Cultural Affairs, is responsible for monitoring the grant contracts.

Background
The FY 2007-2008 Community Grants Program panel convened on April 24, 2008 to review 26 applications requesting $258,220 for the Fourth Quarter of the program. The Panel recommended funding all 26 applicants for a total of $150,000. The Cultural Affairs Council approved these recommendations at their meeting on May 28, 2008.

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.

Each applicant organization was evaluated specifically 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.

Assistant County Manager

MEMORANDUM

(Revised)

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

DATE: September 2, 2008

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

SUBJECT: Agenda Item No. 10(A)(1)

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**

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Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 10(A)(1)

9-2-08

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE APPROVAL OF TWENTY-SIX (26) GRANTS FROM THE DEPARTMENT OF CULTURAL AFFAIRS FY 2007-2008 COMMUNITY GRANTS PROGRAM –FOURTH QUARTER WITH ALGO NUEVO, INC.; ARTS AT ST. JOHNS, INC. A/F/A RHYTHMIC RAPTURE; ARTSPRING, INC.; AYUDA, INC.; BISCAYNE FOUNDATION, INC., THE; CAMPOSITION; CITY OF WEST MIAMI; COMMUNITY CONCERT ASSOCIATION, INC. A/F/A FOR CIRQUE DU NOIR, INC.; CUBAN CULTURAL HERITAGE CORPORATION (HERENCIA CULTURAL CUBANA); CUBAN THEATER FOLKLORE HERITAGE, INC.; FANTASY THEATRE FACTORY A/F/A DJB DANCE THEATER, INC.; HISPANIC-AMERICAN LYRIC THEATRE A/F/A FOR LATIN AMERICAN CENTER OF NEW MUSIC; HISPANIC-AMERICAN LYRIC THEATRE, INC. A/F/A ERE BISTOURI, INC.; INSTITUTO DE CULTURA PERUANA, INC.; INTERNATIONAL RARA FEST, INC.; JULIA E. BROWN THEATRICAL, INC.; KEY BISCAYNE 4TH OF JULY PARADE COMMITTEE, INC.; MIAMI BEACH CULTURAL ARTS ALLIANCE, INC.; MIAMI BRIDGE YOUTH AND FAMILY SERVICES, INC.; MIAMI PIANO CIRCLE, INC.; QUANT PRODUCTIONS, INC.; REVELATION CHRISTIAN ACADEMY, INC.; SOUTH FLORIDA COMPOSERS ALLIANCE A/F/A FOR; DIXIE DINGO FILM FESTIVAL BY JULIE KAHN; TEMPLE ISRAEL OF GREATER MIAMI, INC.; TOWN OF MIAMI LAKES PARK AND RECREATION DEPARTMENT; TROY FOUNDATION, INC. AND AUTHORIZING THE COUNTY MAYOR OR DESIGNEE 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-six (26) grants for a total of $150,000 from the Department of Cultural Affairs FY 2007-2008 Community Grants Program –Fourth Quarter as follows:

1.	Algo Nuevo, Inc.	$6,893
2.	Arts at St. Johns, Inc. a/f/a for Rhythmic Rapture	$6,617
3.	ArtSpring, Inc.	$5,514
4.	Ayuda, Inc.	$4,595
5.	Biscayne Foundation, Inc.	$5,974
6.	Camposition	$5,974
7.	City of West Miami	$3,676
8.	Community Concert Association, Inc. a/f/a for Cirque du Noir, Inc.	$5,514
9.	Cuban Cultural Heritage Corporation (Herencia Cultural Cubana)	$3,492
10.	Cuban Theater Folklore Heritage, Inc.	$4,595
11.	Fantasy Theatre Factory a/f/a DJB Dance Theater, Inc.	$6,433
12.	Hispanic-American Lyric Theatre, Inc. a/f/a Latin American Center of New Music	$5,055
13.	Hispanic-American Lyric Theatre, Inc. a/f/a for ERE Bistouri, Inc.	$5,790
14.	Instituto de Cultura Peruana, Inc.	$6,212
15.	International Rara Fest, Inc.	$3,446
16.	Julia E. Brown Theatrical, Inc.	$5,974
17.	Key Biscayne 4th of July Parade Committee, Inc.	$7,440
18.	Miami Beach Cultural Arts Alliance, Inc.	$4,558
19.	Miami Bridge Youth and Family Services, Inc.	$6,433

20. Miami Piano Circle, Inc.	$6,893
21. Quant Productions, Inc.	$4,595
22. Revelation Christian Academy, Inc.	$6,893
23. South Florida Composers Alliance a/f/a Dixie Dingo Film Festival by Julie Khan	$6,755
24. Temple Israel of Greater Miami, Inc.	$6,893
25. Town of Miami Lakes Park and Recreation	$6,893
26. Troy Foundation, Inc.	$6,893

in substantially the form of the agreement attached hereto and made a part hereof; and authorizes the County Mayor or 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 2nd day of September, 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 NAME>> - <<QUARTERCATEGORY>>

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:	October 1, 2007
6.	GRANT END DATE:	September 30, 2008
7.	REPORT DEADLINE:	November 14, 2008

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 International Cultural Exchange 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

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 (April, 2008) – 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, 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

Indirect costs may not be assigned to, charged against or debited from County grant funds.

Organization/Project Description	*FY2007-2008 Recommendation*

1 Algo Nuevo, Inc. — $6,893

412 NW 11th Ave., Miami, FL 33128
Organization Established in 2003
"Musical Programs" at Senior Centers & Health Centers
July 10, August 8, Sept. 9 & 15, 2008

Funds are requested to support free musical programs based on Cuban and Latin American music to health centers and senior centers throughout Miami-Dade County. The centers will include Unity Health & Rehabilitation Center, De Hostos Senior Center, Miami-Dade Housing Agency and a performance for the general public at the Goodlet Theater, Hialeah.

2 Arts at St. Johns, Inc. a/f/a Rhythmic Rapture — $6,617

4760 Pine Tree Drive, Miami Beach, FL 33140
Organization Established in 2000
Human Emotions through Artistic Living (H.E.A.L.)
July 1, 2008 - September 30, 2008

Funds are requested to support two Human Emotions through Artistic Living (H.E.A.L.) initiatives: 1) A Place to Call Home is an arts-intervention program that uses dance and music to facilitate personal transformation for displaced and homeless populations with the objective of giving a creative voice to this population; and 2) Community Arts Playground is a series of professional development workshops for community artists to share their work and visions, recharge their spirits and energize their purpose.

3 ArtSpring, Inc. — $5,514

P.O. Box 343432, Florida City, FL 33034
Organization Established in 1992
"Inside Out" and RAP as Models for Florida Arts in Corrections Initiative
July 1 - September 30, 2008

Funds are requested to support ArtSpring's "Inside Out-Expressive Arts Workshops for Incarcerated Women" at Homestead Correctional and "Rites and Passages - Theatre and Drumming Workshops for Male Inmates" at Dade Correctional. These best-practice programs will document and define best practice policies and procedures and serve as replication models for the statewide Arts in Corrections Initiative to be implemented by the Florida Department of Corrections. Additionally, the program graduation presentations will be used as a recruiting effort for community artists.

4 Ayuda, Inc. — $4,595

1106 Normandy Drive, Miami Beach, FL 33141
Organization Established in 1977
Summer Youth Film Festival
July 5, 12, 19, 26 and August 2, 2008

Funds are requested to support a month-long Summer Youth Film Series to be held at the Byron Carlyle Theatre in Miami Beach. European films will be shown free of charge to low-income children and at-risk teenage youth in Ayuda's after school program and in the Alliance for Human Services Family Empowerment Program. After each film, a study guide will be utilized to teach the children how to rate the movie using critical and analytical thinking skills. There will be a free Children's Film Day open to the pulic.

5 Biscayne Foundation, Inc., The — $5,974

2785 NE 183rd Street, Miami, FL 33160
Organization Established in 1995
Community in the Round
July 1 - August 1, 2008

Funds are requested to support a 5-week expressive arts therapy program to promote inclusiveness, group cooperation and self efficacy among children and adults with disabilities from underprivileged communities. This program will provide an introduction to the use of visual arts and the legacy of native Florida peoples in community as well as provide a therapeutic intervention to enhance physical, cognitive and emotional skills.

Organization/Project Description	*FY2007-2008 Recommendation*

6 Camposition — $5,974

801 SW 3rd Ave., 2nd Floor, Miami, FL 33130
Organization Established in 2006
Speed Freak Workshop
August 19 - September 20, 2008

Funds are requested to support "Speed Freak," a multi-media dance theater project drawn from community research conducted in August and September 2008 with five Miami-Dade motorcycle clubs culminating in a public performance on September 20, 2008 featuring choreography by Octavio Campos, video by Damian Rojo, music by Wendy Mae, and a libretto by Celeste Fraser Delgado that explores the fantasy of escape and camaraderie for a community often gridlocked and isolated in its cars.

7 City of West Miami — $3,676

901 SW 62nd Ave., West Miami, FL 33144
Organization Established in 1947
City of West Miami Concert Series - Symphony of the Americas - Summerfest 2008
July 27, 2008

Funds are requested to support the production of a free Sunday afternoon performance by the Czech Moravian Chamber Orchestra of Prague, through the Symphony of the Americas - Summerfest 2008 in the City of West Miami Concert Series. The program will be presented free of charge to an audience composed of residents of West Miami and surrounding communities.

8 Community Concert Association, Inc. a/f/a for Cirque du Noir, Inc. — $5,514

2333 Brickell Avenue, Suite 417, Miami, FL 33129
Organization Established in 1956
"Abducting Kate" by Nobel Prize winner Dario Fo
September 12-21, 2008

Funds are requested to support a brilliant comedy, "Abducting Kate," by the Italian playwright and Nobel Prize winner Dario Fo, in the Miami Design District on two weekends in September 2008. This will be a South Florida premiere, employing local actors, a director and stage hands.

9 Cuban Cultural Heritage Corporation (Herencia Cultural Cubana) — $3,492

3934 SW 8th Street, Miami, FL 33134
Organization Established in 1994
Publication of "Herencia" Cultural Magazine
June 1 - September 30, 2008

Funds are requested to support the publication of the bilingual cultural magazine "Herencia" published three times a year. The magazine is a manifestation of Cuba's rich cultural legacy and topics include architecture, art, poetry, geography, history and the contributions made in the US by distinguished Cuban-Americans. Also, the free cultural concerts are presented at the University of Miami/Koubek Center and free copies of the magazines are given out to the audience and students at the center.

10 Cuban Theater Folklore Heritage, Inc. — $4,595

250 West 25th Street, Hialeah, FL 33010
Organization Established in 1984
Teatro Bufo (Cuban Popular Theater)
July 12, September 30, 2008

Funds are requested to support "Teatro Bufo" (Cuban Popular Theater) which aims to preserve the tradition of the Cuban live music revue and short plays. Teatro Bufo is unique in that it combines the talents of surviving pre-Castro artists together with young actors, singers and dancers representing the present generation and who come from different cultural backgrounds. The performances will take place at the Teatro de Bellas Artes in Little Havana.

Organization/Project Description	*FY2007-2008 Recommendation*

11 Fantasy Theatre Factory afa DJB Dance Theater, Inc.

7069 SW 47th Street, Miami, FL 33155 — $6,433
Organization Established in 1982
Community Outreach Initiative at Police Athletic League of West Coconut Grove
June 2, 3 and July 19, 20 2008

Funds are requested to support the DJB Dance Theater, Inc. community outreach initiative in Historical Village West Inland District of Coconut Grove Miami-Dade County, which includes a free dance workshop for youth and a community performance of "Let the Children Dance." Through this initiative, DJB Dance Theater, Inc. brings high quality dance concerts to under-served communities while cultivating diverse audiences.

12 Hispanic-American Lyric Theatre a/f/a for Latin American Center of New Music

9130 S.W. 123rd Ave. Ct., Miami, FL 33186 — $5,055
Organization Established in 1987
Concert of New Music and Publication of Original Music Scores
July 1 - September 30, '08

Funds are requested to support a free concert of original classical music by emerging young composers by providing them a venue to present their works. The concerts will take place at the Ophelia and Juan Roca Theater, Miami. Funds will also be used to publish the original compositions by contemporary composers as a means of promoting their works in major universities, conservatories, music libraries in the U.S., Spain, and Latin America and to the American Composers Forum and American Music Center.

13 Hispanic-American Lyric Theatre, Inc. a/f/a ERE Bistouri, Inc.

9130 S.W. 123 Ave. Ct., Miami, FL 33186 — $5,790
Organization Established in 1987
BOLO (Original Dance Work)
August 9, 14, 15, 16, 17, 2008

Funds are requested to support the dance project "Bolo" by the new contemporary dance ensemble ERE Bistouri. This original dance piece, which explores new dimensions in dance, was created by the 2007 winner of the Guggenheim Fellowship Award in New York, Alexey Taran. Performances will take place in the Miami Design District and Miami Art Workshop in Little Havana.

14 Instituto de Cultura Peruana, Inc.

6105 SW 129 Place #1808, Miami, FL 33183 — $6,212
Organization Established in 1993
XVII Spanish Literary Contest
July 1 - September 30, 2008

Funds are requested to support the XVII Spanish literacy contest in poetry and short stories. Winners will be recognized in a ceremony which will take place at the Tower Theater which is open to the public. It will showcase famous poets, actors and dancers. The winning works, as well as others of merit, will be published in a book which will be distributed throughout our community through cultural institutions and public libraries.

15 International Rara Fest, Inc.

16215 NE 18 Court Ste. 108, Miami, FL 33162 — $3,446
Organization Established in 2008
Rara Festival 2008
August 16, 2008

Funds are requested to support Rara Festival 2008 celebrating Caribbean Roots through the music, dance, food and art of Haiti and many other Caribbean Nations. This free festival will consist of several performances on many stages in blocked off streets in Little Haiti.

Organization/Project Description	*FY2007-2008 Recommendation*

16 Julia E. Brown Theatrical, Inc. — $5,974

1601 NW 81 Street, Miami, FL 33147
Organization Established in 2004
Urban Theater & Entertainment Festival
July 29 - August 2, 2008

Funds are requested to support the "Urban Theater & Entertainment Festival." This festival has been granted the status of sister festival to the "National Black Theatre Festival." This year's festival will expose participating youth to celebrity performances in both the Poetry Explosion event as well as various theatrical productions throughout the County. This biennial theatre festival will be open to the public and some events will be free.

17 Key Biscayne 4th of July Parade Committee, Inc. — $7,440

525 Warren Lane, Key Biscayne, FL 33149
Organization Established in 1993
49th Annual Key Biscayne 4th of July Parade
July 4, 2008

Funds are requested to support the 49th Annual Key Biscayne 4th of July Parade on Crandon Boulevard. The general public is invited to this free event for the entire family. Entertainment will include lively Miami-Dade high school marching bands, whimsical floats, vibrant island musicians and amazing stilt walkers. They will join trail riders, bagpipers, dancers, youth clubs and more for an energizing celebration of our nation's independence in a small-town setting.

18 Miami Beach Cultural Arts Alliance, Inc. — $4,558

1620 Drexel Avenue, Miami Beach, FL 33139
Organization Established in 2003
Symphony of the Americas Summerfest
August 3, 2008

Funds are requested to support the Miami Beach Cultural Arts Alliance presentation of the Symphony of the Americas Summerfest 2008 at the Miami Beach Community Church. The concert will be performed by the Czech Moravian Virtuosi Chamber Orchestra, an ensemble of 22 internationally acclaimed musicians, conducted by Maestro James Brooks-Bruzzese.

19 Miami Bridge Youth and Family Services, Inc. — $6,433

2810 NW South River Drive, Miami, FL 33125
Organization Established in 1985
Miami Bridge Carnaval
August 11-15 and September 20, 2008

Funds are requested to support the Miami Bridge Carnaval, a collaborative intervention project between the Miami Bridge Youth Crisis Shelter and a consortium of local dancers, drummers, spoken word poets, visual artists and videographers. Bridge residents will participate in a workshop on the Carnaval rhythm and dance and crafting spoken word poetry. The workshop will culminate in a performance that will be videotaped and posted on the internet and presented at Tinto y Café, along with works by the professional artists that were inspired by the teens.

20 Miami Piano Circle, Inc. — $6,893

11 Farrey Lane, Miami Beach, FL 33139
Organization Established in 2007
2008 Piano Concert Series
July 20, September 14 and September 21, 2008

Funds are requested to support Miami Piano Circle's free Concert Series to take place in different venues in Miami-Dade and featuring young outstanding professional pianists and the renowned, international prize-winning pianist Georgi Danchev. The concerts will take place at Barry University, Bass Museum of Art, Steinway Piano Gallery and the VA Medical Center.

Organization/Project Description	*FY2007-2008 Recommendation*

21 Quant Productions, Inc. — $4,595

1342 NW 188 Terrace, Miami, FL 33169
Organization Established in 2006
"U Got Issues 2"
August 8 and 9, 2008

Funds are requested to support the interactive theatre presentation "U Got Issues 2" at the Julius Littman Performing Arts Center in North Miami Beach. This producion will address such topics as: self-esteem, substance abuse, peer pressure, teen pregnancy and family values it will provide performance opportunities to thriving young artists and professionals in Miami-Dade County.

22 Revelation Christian Academy, Inc. — $6,893

8390 NW 14th Avenue, Miami, FL 33147
Organization Established in 1993
Summer Enrichment Program
July 7 - August 11, 2008

Funds are requested to support the performing arts component of a six-week summer camp that includes academic enhancement, music, drama and dance instruction, cultural field trips and supervised recreation. This summer camp will be housed in two areas of the County, Arcola Lakes and the Opa Locka triangle. An end of summer public performance will take place and will be open to the community.

23 South Florida Composers Alliance a/f/a for Dixie Dingo Film Festival by Julie Kahn — $6,755

PO Box 01-5298, Miami, FL 33101
Organization Established in 1985
Dixie Dingo Super-8 Invitational Film Festival
August 8, 2008

Funds are requested to support a one-night film festival of super-8 films by first time directors at the Dorsch Gallery. 8 Miami strangers will be provided with super-8 cameras, 3-minute film cartridges and 2 weeks to shoot. The festival honors an adopted stray Dixie Dingo dog, pays homage to the creative possibilities of serendipitous meetings with strangers, and provides a window into diverse Miami stories. The event is open to the public and expected to attract over 300 attendees.

24 Temple Israel of Greater Miami, Inc. — $6,893

137 NE 19th Street, Miami, FL 33132
Organization Established in 1922
Guava Rugelach Music Festival
August 15 - 31, 2008

Funds are requested to support the the Guava Rugelach Festival, a community-wide music festival celebrating the cultural diversity of Miami's unique Jewish population and uniting the community through its sounds. It will develop a two-week festival with residency activity at partner sites throughout Miami-Dade County featuring locally-based artists representing Miami's Jewish Latin, Israeli, Anglo and Yiddishkeit communities and then fill its historic building with a three-hour featured Festival Concert celebrating Tropical Jewish Sound.

25 Town of Miami Lakes Park and Recreation Department — $6,893

15700 NW 67th Avenue, Ste. 302, Miami Lakes, FL 33014
Organization Established in 2000
Miami Lakes Renaissance
September 5, 6, 10, 12, 13, 19, 20, 26 and 27

Funds are requested to support "Miami Lakes Renaissance," a multi-cultural, multi-generational cultural arts program. The event will take place on the weekends and one weekday during the month of September. Each day will provide events highlighting the cultural and historical significance of the decades of the 1900s. Some examples include barbershop quartettes, square dance, folk music of the 60s, poetry readings, big band concerts and sock hops, to name a few.

Organization/Project Description	*FY2007-2008 Recommendation*
26 Troy Foundation, Inc. 3300 NW 27th Street, Miami, FL 33142 Organization Established in 1983 Art in Detention Spaces July 7 - August 22, 2008	$6,893

Funds are requested to support a mural project to beautify outdoor wall space within the Juvenile Detention Center located adjacent to the Miami-Dade Juvenile Justice Courthouse and Troy Community Academy. At-risk students from Troy Community Academy will brainstorm and design a draft of the mural, guided by community artist and teacher from Troy, Audrey Scott, who will paint the mural, followed by a public unveiling.