Memorandum

MIAMI-DADE COUNTY

Date: February 2, 2010

Agenda Item No. 9(A)(4)

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Resolution Authorizing the County Mayor or Mayor's Designee to Receive and Expend $250,000 in Federal Grant Funds from the National Endowment for the Arts' Arts and the American Recovery and Reinvestment Act of 2009 (ARRA), Subgranted through the FY 2009-2010 Employment for the Arts in a Struggling Economy (EASE) Grant Program to Twenty-two (22) Non-Profit Cultural Organizations

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Recommendation

It is recommended that the Board authorize the County Mayor or Mayor's Designee to receive a grant award in the amount of $250,000 in Federal grant funds from the National Endowment for the Arts' Arts and the American Recovery & Reinvestment Act of 2009 (ARRA), and approve its expenditure through 22 grants from the FY 2009-2010 Employment for the Arts in a Struggling Economy (EASE) grants program. The attached list describes the projects recommended for funding.

Scope

The impact of this agenda item is countywide.

Fiscal Impact/Funding Source

This Federal grant, No. 09-6288-7056, has been awarded to the Department of Cultural Affairs by the National Endowment for the Arts' (NEA) Arts and the American Recovery and Reinvestment Act of 2009 program. This is a one-time grant, made on a non-matching basis, covering the period July 1, 2009 to June 30, 2010. These funds are provided to support the preservation of jobs in the cultural community that have been threatened by declines in philanthropic and other support during the current economic downturn. The Department is subgranting 100% of the federal funds and recommends the approval of 22 grants through its EASE grants program.

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 2009-2010 EASE Grants Program panel convened on December 17, 2009 to review 62 applications requesting $785,000. The panel recommended funding 22 applicants for a total of $250,000. Approval of these recommendations is on the agenda of the Cultural Affairs Council's January 20, 2010 regular meeting.

The applicants selected for funding represent a wide range of organizations and demographic locations. In its deliberations, the panel carefully considered and applied the EASE guidelines outlined below.

Pursuant to NEA-ARRA requirements, the EASE grant program is focused on restoring and/or preserving cultural arts jobs in non-profit cultural organizations that provide year-round programming, full seasons of activity and support high artistic quality across Miami Dade County. Eligible organizations were permitted to request to support the restoration of one paid professional position in one of the following categories: $15,000 to restore a full-time position, or $10,000 to restore a part-time position, or $5,000 to restore a contract position. No matching funds are required. EASE program objectives and eligibility criteria must reflect the parameters included in the Department's application to the NEA.

The eligible applicant pool was drawn from Miami-Dade County non-profit cultural groups funded through the Department's FY 2008-2009 competitive grants programs that provide general operating support: Major Cultural Institutions, Cultural Advancement, Festivals & Special Events, Youth Arts Miami, Hannibal Cox, Jr., Service Organizations and Developing Arts in Neighborhoods. Organizations must have at least one full-time paid administrator and have NOT accepted any previous American Recovery and Reinvestment Act funding award from either the National Endowment for the Arts, Southern Arts Federation, State of Florida Division of Cultural Affairs or any other ARRA funding program.

All applications were evaluated on the criteria listed below:

1) The degree to which the professional staff position supports and/or advances the mission of the organization, the creation or presentation of art, and/or is important to the stability and day-to-day operations of the organization;

2) An explanation of the central factors leading to the elimination of the position, duration of the position within the organization and the effect that restoring this position will have on the organization this season; and

3) Matching funds that may be available and the plan to sustain the position beyond the grant period.

Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: February 2, 2010

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

SUBJECT: Agenda Item No. 9(A)(4)

Please note any items checked.

_____ "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

_____ Ordinance creating a new board requires detailed County Manager's report for public hearing

_____ No committee review

_____ Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve

_____ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 9(A)(4)
2-2-10

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO RECEIVE AND EXPEND $250,000 IN FEDERAL GRANT FUNDS FROM THE NATIONAL ENDOWMENT FOR THE ARTS' ARTS AND THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 FOR SUBGRANTING THROUGH APPROVAL OF TWENTY-TWO (22) GRANTS FOR A TOTAL OF $250,000 FROM THE DEPARTMENT OF CULTURAL AFFAIRS FY 2009-2010 EMPLOYMENT FOR THE ARTS IN A STRUGGLING ECONOMY GRANTS PROGRAM WITH: AREA PERFORMANCE GALLERY, INC.; BAKEHOUSE ART COMPLEX, INC.; BALLET FLAMENCO LA ROSA, INC.; BASCOMB MEMORIAL BROADCASTING FOUNDATION, INC.; BLACK ARCHIVES HISTORY AND RESEARCH FOUNDATION OF SOUTH FL, INC.; CITY OF MIAMI-GUSMAN CENTER FOR THE PERFORMING ARTS; CITY THEATRE, INC. CUBAN CLASSICAL BALLET OF MIAMI, INC.; FANTASY THEATRE FACTORY; GABLESTAGE, INC.; GREATER MIAMI YOUTH SYMPHONY OF DADE COUNTY FL, INC.; HAITIAN HERITAGE MUSEUM CORP.; KAREN PETERSON AND DANCERS, INC.; MIAMI BEACH FILM SOCIETY, INC.; MIAMI CHILDREN'S CHORUS, INC.; MIAMI DESIGN PRESERVATION LEAGUE, INC.; MIAMI MOMENTUM DANCE COMPANY, INC.; NEW THEATRE, INC.; RHYTHM FOUNDATION, INC.; SOUTH FLORIDA ART CENTER, INC.; TEATRO AVANTE, INC.; TIGERTAIL PRODUCTIONS, INC.

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 authorizes the

County Mayor or Mayor's Designee to receive and expend Federal grant funds for the period July 1, 2009 through June 30, 2010 in the amount of $250,000 from the National Endowment for the Arts' Arts and the American Recovery & Reinvestment Act of 2009 for subgranting through twenty-two (22) grants for a total of $250,000 from the Department of Cultural Affairs FY 2009-2010 Employment for the Arts in a Struggling Economy Grants Program as follows:

1.	Area Performance Gallery, Inc.	$10,000
2.	Bakehouse Art Complex, Inc.	$10,000
3.	Ballet Flamenco La Rosa, Inc.	$15,000
4.	Bascomb Memorial Broadcasting Foundation, Inc.	$10,000
5.	Black Archives History and Research Foundation of South Fl, Inc.	$15,000
6.	City of Miami-Gusman Center for the Performing Arts	$15,000
7.	City Theatre, Inc.	$15,000
8.	Cuban Classical Ballet of Miami, Inc.	$10,000
9.	Fantasy Theatre Factory	$15,000
10.	GableStage, Inc.	$15,000
11.	Greater Miami Youth Symphony of Dade County Fl, Inc.	$5,000
12.	Haitian Heritage Museum Corp.	$5,000
13.	Karen Peterson and Dancers, Inc.	$5,000
14.	Miami Beach Film Society, Inc.	$15,000
15.	Miami Children's Chorus, Inc.	$5,000
16.	Miami Design Preservation League, Inc.	$5,000
17.	Miami Momentum Dance Company, Inc.	$15,000
18.	New Theatre, Inc.	$10,000
19.	Rhythm Foundation, Inc.	$15,000
20.	South Florida Art Center, Inc.	$10,000
21.	Teatro Avante, Inc.	$15,000
22.	Tigertail Productions, Inc.	$15,000

in substantially the form of the agreement attached hereto and made a part hereof; and authorizes the County Mayor's or County Mayor's designee to execute same for and on behalf of Miami-Dade County; and to exercise cancellation provisions contained herein.

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:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
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 February, 2010. 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
Employment for the Arts in a Struggling Economy Grants Program

GRANT AWARD AGREEMENT - ARTICLE I

The Miami-Dade County Department of Cultural Affairs and the Cultural Affairs Council, the Mayor and the Board of County Commissioners are pleased to announce that Miami-Dade County has awarded a grant as described herein to **ORGANIZATION** (hereinafter referred to as the Grantee). The grant award, 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:	$RECOMMENDED_AWARD_AMOUNT
3.	PROJECT:	PROJECT_TITLE (as described in the program application and any revisions attached hereto)
4.	ITEMIZED PROJECT BUDGET:	(as described in the Restatement of Project Budget attached hereto)
5.	GRANT START DATE:	January 1, 2010
6.	GRANT END DATE:	September 30, 2010
7.	REPORT DEADLINE:	November 14, 2010

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 April, 2008 as provided with the grant award package, and with those provisions outlined in the notarized and attached Universal Affidavit. Further, the Grantee agrees that the funded project will be executed in substantially the form outlined in the original application as approved for funding; in accordance with the program guidelines of the Community Based Organization 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 (4/2008).

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.

Miami-Dade County Department of Cultural Affairs
FY 2009-10 Employment for the Arts in a Struggling Economy Grants Program

Organization / Project Description | *FY2009-10 Recommendation*

1. Area Performance Gallery, Inc. — $10,000
1560 South Dixie Highway, Suite 103
Coral Gables, FL 33146

Funds are requested to support Area Performance Gallery, Inc. in their efforts to restore a part-time position of Artistic Director essential to the artistic operations of this organization.

2. Bakehouse Art Complex, Inc. — $10,000
561 NW 32nd Street
Miami, FL 33127

Funds are requested to support Bakehouse Art Complex, Inc. in their efforts to restore a part-time position of Lease Manager/Administrative Assistant essential to the administrative operations of this organization.

3. Ballet Flamenco La Rosa, Inc. — $15,000
13146 W. Dixie Highway
North Miami, FL 33161

Funds are requested to support Ballet Flamenco La Rosa, Inc. in their efforts to restore a full-time position of Artistic Director essential to the artistic and administrative operations of this organization.

4. Bascomb Memorial Broadcasting Foundation, Inc. — $10,000
2921 Coral Way
Miami, FL 33145

Funds are requested to support Bascomb Memorial Broadcasting Foundation, Inc. in their efforts to restore a part-time position of Project Assistant essential to the administrative operations of this organization.

5. The Black Archives History and Research Foundation of South Fl, Inc. — $15,000
5400 NW 22 Avenue, Bldg C Suite 101
Miami, FL 33142

Funds are requested to support The Black Archives History and Research Foundation of South Fl, Inc. in their efforts to restore a full-time position of Archivist essential to the operations of this organization.

6. City of Miami-Gusman Center for the Performing Arts — $15,000
169 East Flagler Street, Suite 837
Miami, FL 33131

Funds are requested to support City of Miami-Gusman Center for the Performing Arts in their efforts to restore a full-time position of Assistant to the Technical Coordinator essential to the technical operations of this organization.

7. City Theatre, Inc. — $15,000
444 Brickell Avenue, Suite 229
Miami, FL 33131

Funds are requested to support City Theatre, Inc. in their efforts to restore a full-time position of Artistic Director essential to the executive operations of this organization.

8. Cuban Classical Ballet of Miami, Inc. $10,000
900 SW 1st Street, Suite 306
Miami, FL 33130

Funds are requested to support Cuban Classical Ballet of Miami, Inc. in their efforts to restore a part-time position of Public Relations Specialist essential to the administrative operations of this organization.

9. Fantasy Theatre Factory $15,000
7069 SW 47th Street
Miami, FL 33155

Funds are requested to support Fantasy Theatre Factory in their efforts to restore a full-time position of Scheduling Director essential to the administrative operations of this organization.

10. GableStage, Inc. $15,000
1200 Anastasia Avenue, Suite 230
Coral Gables, FL 33134

Funds are requested to support GableStage, Inc. in their efforts to restore a full-time position of Assistant to the Producing Artistic Director/House Manager essential to the artistic and technical operations of this organization.

11. Greater Miami Youth Symphony of Dade County Fl, Inc. $5,000
5805 Blue Lagoon Drive, Suite 132
Miami, FL 33126

Funds are requested to support Greater Miami Youth Symphony of Dade County Fl, Inc. in their efforts to restore a contract position of Wind Instrument Coach essential to the artistic operations of this organization.

12. Haitian Heritage Museum Corp. $5,000
4141 NE 2nd Avenue, Suite 105C
Miami, FL 33137

Funds are requested to support Haitian Heritage Museum Corp. in their efforts to restore a contract position of Executive Director essential to the administrative operations of this organization.

13. Karen Peterson and Dancers, Inc. $5,000
11760 SW 72 Avenue
Miami, FL 33156

Funds are requested to support Karen Peterson and Dancers, Inc. in their efforts to restore a contract position of Project Coordinator essential to the artistic operations of this organization.

14. Miami Beach Film Society, Inc. $15,000
P.O. Box 19-1876
Miami Beach, FL 33119

Funds are requested to support Miami Beach Film Society, Inc. in their efforts to restore a full-time position of Assistant to the Director essential to the administrative operations of this organization.

15. Miami Children's Chorus, Inc. $5,000
1533 Sunset Dr. #215
Coral Gables, FL 33143

Funds are requested to support Miami Children's Chorus, Inc. in their efforts to restore a contract position of Choral Rehearsal Assistant essential to the administrative operations of this organization.

16. Miami Design Preservation League, Inc. $5,000
P.O. Box 190180
Miami Beach, FL 33119

Funds are requested to support Miami Design Preservation League in their efforts to restore a contract position of Executive Director essential to the technical operations of this organization.

17. Miami Momentum Dance Company, Inc. $15,000
3225 Franklin Avenue, PH 02
Coconut Grove, FL 33133

Funds are requested to support Miami Momentum Dance Company, Inc. in their efforts to restore a full-time position of Artistic and Administrative Director essential to the administrative and artistic operations of this organization.

18. New Theatre, Inc. $10,000
4120 Laguna Street
Coral Gables, FL 33146

Funds are requested to support New Theatre, Inc. in their efforts to restore a part-time position of Box Office Manager essential to the operations of this organization.

19. The Rhythm Foundation, Inc. $15,000
P.O. Box 398567
Miami Beach, FL 33239

Funds are requested to support The Rhythm Foundation, Inc. in their efforts to restore a full-time position of Executive Director essential to the operations of this organization.

20. South Florida Art Center, Inc. $10,000
924 Lincoln Road, Suite 205
Miami Beach, FL 33139

Funds are requested to support South Florida Art Center, Inc. in their efforts to restore a part-time position of Education Coordinator essential to the operations of this organization.

21. Teatro Avante, Inc. $15,000
744 S.W. 8th Street, 2nd Floor
Miami, FL 33130

Funds are requested to support Teatro Avante, Inc. in their efforts to restore a full-time position of Assistant Director / Production Coordinator essential to the artistic operations of this organization.

22. Tigertail Productions, Inc. $15,000
842 NW 9th Court
Miami, FL 33136

Funds are requested to support Tigertail Productions, Inc. in their efforts to restore a full-time position of Project Coordinator essential to the operations of this organization.

CUA Agenda Item
RCT Date: January 11, 2010
BCC Date: February 2, 2010
ITEM LEGIS #

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO RECEIVE AND EXPEND $250,000 IN FEDERAL GRANT FUNDS FROM THE NATIONAL ENDOWMENT FOR THE ARTS' ARTS AND THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (ARRA), SUBGRANTED THROUGH THE FY 2009-2010 EMPLOYMENT FOR THE ARTS IN A STRUGGLING ECONOMY (EASE) GRANT PROGRAM TO TWENTY-TWO (22) NON-PROFIT CULTURAL ORGANIZATIONS

1. The Employment for the Arts in a Struggling Economy (EASE) Grants Program is a one-time only program funded by a grant received from the National Endowment for the Arts (NEA) through the American Recovery and Reinvestment Act (ARRA). The Department of Cultural Affairs was awarded a $250,000 grant to be 100% sub-granted to the Miami-Dade arts community for the restoration of cultural jobs.

2. EASE is focused on restoring cultural arts jobs in non-profit cultural organizations that provide year-round programming, full seasons of activity, and high artistic quality across Miami-Dade County.

3. The 22 grants are recommended for restoring cultural arts jobs in Miami-Dade County. EASE grant support covers the period between January 1, 2010 and September 30, 2010 and totals $250,000. Grants to organizations support one of the following: $15,000 to restore a full-time position, or $10,000 to restore a part-time position, or $5,000 to restore a contract position.

4. The following criteria were used by the panel in evaluating applications:
   - The degree to which the professional staff position supports and/or advances the mission of the organization, the creation or presentation of art, and/or is important to the stability and day-to-day operations of the organization;
   - An explanation of the central factors leading to the elimination of the position, duration of the position within the organization and the effect that restoring this position will have on the organization this season; and
   - Matching funds that may be available and the plan to sustain the position beyond the grant period.

5. The recommendations are the result of a public review process that involved the following steps for the EASE Grants Program: a) grant guidelines and application forms were published, advertised, and distributed online; b) eligible non-profit organizations submitted applications by the announced deadline date through an online grant system; c) a peer panel of community volunteers (chaired by the Chairman of the Cultural Affairs Council, the Department's advisory board) reviewed the applications in a public meeting and made funding recommendations; d) the panel recommendations will be reviewed by the full Cultural Affairs Council and forwarded to the Recreation, Culture and Tourism Committee, the Board of County Commissioners and the County Mayor; e) contracts will be negotiated and executed with approved grantees; and f) Department staff will monitor grantees' progress and review final reports submitted at the conclusion of the grant period.

6. Approval of these recommendations is on the agenda of the Cultural Affairs Council's January 20, 2010 regular meeting.