Memorandum

MIAMI-DADE COUNTY

Date: May 4, 2010

Agenda Item No. 9(A)(2)

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

From: George M. Burgess
County Manager

Subject: FY 2009-2010 Community Grants Program – Third Quarter Recommendations for a Total of $141,000

Recommendation
It is recommended that the Board approve the funding of 29 grants for a total of $141,000 from the FY 2009-2010 Community Grants Program – Third 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' approved departmental revenues as carried in the FY 2009-2010 adopted County budget ordinance.

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 Community Grants Program panel convened on March 11, 2010 to review 29 applications requesting $223,171 for the Third Quarter of the program. The panel recommended funding 29 applicants for a total of $141,000. The Cultural Affairs Council approved these recommendations at their meeting on March 17, 2010.

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 Dennis C. Moss and Members, Board of County Commissioners

DATE: May 4, 2010

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

SUBJECT: Agenda Item No. 9(A)(2)

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)(2)
5-4-10

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE APPROVAL OF TWENTY-NINE (29) GRANTS FOR A TOTAL OF $141,000 FROM THE DEPARTMENT OF CULTURAL AFFAIRS FY 2009-2010 COMMUNITY GRANTS PROGRAM – THIRD QUARTER WITH ALERT HEALTH, INC.; ARCA IMAGES, INC.; BALERE, INC.; CITY OF MIAMI - LIBERTY CITY COMMUNITY REVITALIZATION TRUST; CITY OF MIAMI - LITTLE HAITI CULTURAL CENTER; CREATIVE CHILDREN THERAPY, INC.; CULTURE AND COMMUNITY ASSOCIATION, INC.; EARTH LEARNING, INC.; EARTHMAN PROJECT, INC., THE; FANTASY THEATRE FACTORY, INC. A/F/A DJB DANCE THEATER, INC.; FRIENDS OF THE JAPANESE GARDEN, INC.; FRIENDS OF THE YOUNG MUSICIANS CAMP, INC.; GALATA, INC.; GRETA BI-LINGUAL CHILDREN'S BOOKS, INC.; GRUPO TEATRAL EL DUENDE, INC.; HAITIAN AMERICAN YOUTH TASK FORCE, INC.; HARAMBEE, INC.; HISPANIC-AMERICAN LYRIC THEATRE, INC. A/F/A ERE BISTOURY; MAD CAT THEATRE COMPANY, INC.; MASTER CHORALE OF SOUTH FLORIDA, INC.; MIAMI DANCE PROJECT, INC.; MIAMI ORATORIO SOCIETY, INC., THE; MIAMI RIVER FUND, INC.; MIAMI-DADE COUNTY PARK AND RECREATION DEPARTMENT; MIAMI-DADE PUBLIC LIBRARY FOUNDATION, INC.; MICHAEL-ANN RUSSELL JEWISH COMMUNITY CENTER, INC.; NATIONAL ART EXHIBITIONS OF THE MENTALLY ILL, INC.; NEW WORLD FESTIVAL, INC.; YOUTH FOR THE ARTS FORUM, 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 approves the funding of twenty-nine (29) grants for a total of $141,000 from the Department of Cultural Affairs FY 2009-2010 Community Grants Program – Third Quarter as follows:

1.	Alert Health, Inc.	$6,256
2.	Arca Images, Inc.	$3,850
3.	Balere, Inc.	$2,887
4.	City of Miami - Liberty City Community Revitalization Trust	$2,887
5.	City of Miami - Little Haiti Cultural Center	$4,812
6.	Creative Children Therapy, Inc.	$5,775
7.	Culture and Community Association, Inc.	$1,925
8.	Earth Learning, Inc.	$7,219
9.	Earthman Project, Inc., The	$5,775
10.	Fantasy Theatre Factory, Inc. a/f/a DJB Dance Theater, Inc.	$4,812
11.	Friends of the Japanese Garden, Inc.	$3,850
12.	Friends of the Young Musicians Camp, Inc.	$5,775
13.	Galata, Inc.	$5,294
14.	Greta Bi-lingual Children's Books, Inc.	$2,406
15.	Grupo Teatral El Duende, Inc.	$3,369
16.	Haitian American Youth Task Force, Inc.	$4,812
17.	Harambee, Inc.	$3,850
18.	Hispanic-American Lyric Theatre, Inc. A/F/A ERE Bistoury	$5,294
19.	Mad Cat Theatre Company, Inc.	$5,294

20.	Master Chorale of South Florida, Inc.	$5,294
21.	Miami Dance Project, Inc.	$4,812
22.	Miami Oratorio Society, Inc., The	$4,812
23.	Miami River Fund, Inc.	$4,812
24.	Miami-Dade County Park and Recreation Department	$5,775
25.	Miami-Dade Public Library Foundation, Inc.	$9,625
26.	Michael-Ann Russell Jewish Community Center, Inc.	$4,812
27.	National Art Exhibitions of the Mentally Ill, Inc.	$4,812
28.	New World Festival, Inc.	$7,700
29.	Youth for the Arts Forum, Inc.	$2,404

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
Carlos A. Gimenez
Barbara J. Jordan
Dorrin D. Rolle
Katy Sorenson
Sen. Javier D. Souto
Audrey M. Edmonson
Sally A. Heyman
Joe A. Martinez
Natacha Seijas
Rebeca Sosa

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The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of May, 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
«PROGRAM» - Third Quarter
GRANT AWARD AGREEMENT - ARTICLE I

The Miami-Dade County Department of Cultural Affairs and the Cultural Affairs Council, the Mayor and the Board of County Commissioners are pleased to announce that Miami-Dade County has awarded a grant as described herein to **«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 Restatement of Project Budget attached hereto)
5.	GRANT START DATE:	«PROJECT_START_DATE»
6.	GRANT END DATE:	«PROJECT_END_DATE»
7.	REPORT DEADLINE:	«REPORT_DUE_DATE»

The Parties hereto have executed this Agreement on the _____ day of _____, 20 _____.

MIAMI-DADE COUNTY, FLORIDA, by its BOARD OF COUNTY COMMISSIONERS:

_____
Clerk, Miami-Dade County
Board of County Commissioners

_____
County Manager/Designee

GRANTEE:

Articles I, II, III, IV and V, together with their exhibits, the Restatement of Project Budget, original application and Universal Affidavit, make up this grant award contract. In signing this article, the undersigned officials, on behalf of the Grantee, certify that they have read and will abide by the terms and considerations set forth in the General Terms and Conditions for Grants (Articles II, III, IV and V) dated 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 *«PROGRAM»* program and within the scope of budget submitted in the attached Restatement of Project Budget.

(Grantee's Corporate Seal)

_____
Signature Authorized Official #1

_____
Printed Name/Title Authorized Official #1

_____
Signature Authorized Official #2

_____
Printed Name/Title Authorized Official #2

Approved for form and legal sufficiency by the Miami-Dade County Attorney (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.

Organization/Project Description	*FY2009-2010 Recommendation*

1 Alert Health, Inc. — $6,256

660 NE 125th Street, North Miami, FL 33161
Organization Established in 1997
Reaching the Surface: Evolution of AIDS
June 4 & 5, 2010

Funds are requested for a performing arts project called "Reaching the Surface" that combines dance and spoken word to reduce the stigma associated with HIV/AIDS. Two events will be held; one at MOCA in North Miami and the other at the Little Haiti Cultural Center. "Reaching the Surface" intends to increase public empathy towards people affected by HIV/AIDS who keep their status a secret fearing social, employment and familial intolerance.

2 Arca Images, Inc. — $3,850

1581 Brickell Avenue, Suite 1402, Miami, FL 33129
Organization Established in 1999
"Talco"
April 16, 17, 23, 24, 30 & May 1, 7, 8, 14, 15, 21, 22, 2010

Funds are requested to support the production of a World Premiere theatre presentation, "Talco" by Abel Gonzalez-Melo. This award winning play will be performed at Teatro Abanico in Coconut Grove in Spanish with English supertitles thus making this premiere event accessible to a wide range of Miami-Dade County residents.

3 Balere, Inc. — $2,887

11371 SW 176th Street, Miami, FL 33157
Organization Established in 1999
Art Immersion
April 26 - April 30, 2010

Funds are requested to support Art Immersion, a Cuban/Spanish dance and music intensive workshop for after school children and a public performance for children and families at Balere Language Academy, in the southern region of Miami-Dade County. This intensive workshop will be led by local dance professional, Neri Torres, an expert in Afro-Cuban dance.

4 City of Miami - Liberty City Community Revitalization Trust — $2,887

4800 NW 12th Avenue, Miami, FL 33127
Organization Established in 2006
The Heritage Trail Project 2010
April 3, 2010 and April 10, 2010

Funds are requested to support the Heritage Trail Project. This is the second year of the project which continues to capture the history and heritage of residents of Liberty City while honoring community leaders and chronicling events of the past. This year's project includes an Old Fashion Tea and Scavenger Hunt as well as a community event featuring entertainment by the Raymond Ray Jazz Trio. Events are free and open to the public.

5 City of Miami - Little Haiti Cultural Center — $4,812

212 NE 59th Terrace, Miami, FL 33138
Organization Established in 1896
International Dance Summer Intensive
June 14 to June 26, 2010

Funds are requested to support a two week international dance summer intensive program. This program is designed to educate and expose students to a variety of dance styles such as West African dance, Haitian folklore, Afro-Brazilian, ballet, modern, Afro-Caribbean, and jazz by international instructors. Our goal is to provide a diverse environment that promotes individual growth, broadens artistic awareness, creates versatile dancers, and develops their core. The program will conclude with a free performance open to the public.

Organization/Project Description	*FY2009-2010 Recommendation*

6 Creative Children Therapy, Inc. $5,775

12400 SW 72nd Street, Miami, FL 33183
Organization Established in 2003
Flamenco Classes
April 1 - September 30, 2010

Funds are requested to support Flamenco Classes at Creative Children Therapy in collaboration with Villa Lyan. The classes are inclusive for children with disabilities and their typically functioning peers and will be held weekly. The children will perform in community events such as the "All Kids Included Festival" in April, as well as Creative Children Therapy's group events that are free and open to the public.

7 Culture and Community Association, Inc. $1,925

1518 Palermo Avenue, Coral Gables, FL 33134
Organization Established in 2008
Musical Stimulations
April 5 - September 10, 2010

Funds are requested to support Musical Stimulations, a free program that provides music and cultural presentations to six senior centers located in northwest Miami-Dade County. These musical presentations will provide enjoyment and quality of life by bringing the arts to seniors citizens. The music also will stimulate past memories so they can reminisce with music of their generation.

8 Earth Learning, Inc. $7,219

8201 SW 99 Court, Miami, FL 33173
Organization Established in 2003
EarthFest 2010
April 18, 2010

Funds are requested to support EarthFest 2010, an outdoor all-day event of live music, spoken word, short presentations, workshops and activities, and community activism that celebrate Earth and promote a sustainable South Florida that will take place at Crandon Park and is open to the public.

9 Earthman Project, Inc., The $5,775

1800 Michigan Avenue #3, Miami Beach, FL 33139
Organization Established in 1997
Earthman's "Time is of the Essence" Concert Tour
April 1- June 30, 2010

Funds are requested to support The Earthman Project's innovative musical, theatrical, multimedia concert series celebrating Earth Day and the power adults and children have to make our community and world a better place to live in. These concerts will touch residents and tourists from areas throughout our county as they are connected with festivals, school presentations and community events that are free and open to the public.

10 Fantasy Theatre Factory, Inc. a/f/a DJB Dance Theater, Inc. $4,812

7069 SW 47th Street, Miami, FL 33155
Organization Established in 1982
American Jazz Spring Dance Programs
April 2, 9, 16, 23, 2010 - May 7, 14, 21, 28, 2010

Funds are requested to support DJB Dance Theater's (DJB) American Jazz Spring Dance Programs. Dance workshops will be offered to at-risk youth and the community in various jazz dance styles such as Luigi, Broadway, Fosse, and Limon. Performances and classes, that are open to the public, will take place at the Miami Police Athletic League in West Coconut Grove.

Organization/Project Description	*FY2009-2010 Recommendation*

11 Friends of the Japanese Garden, Inc. — $3,850

2333 Brickell Avenue, #417, Miami, FL 33129
Organization Established in 1984
Spring Festival for the Ichimura Japanese Miami Garden
April 24, 2010

Funds are requested to support a Spring Festival at the Ichimura Miami Japanese Garden featuring Japanese arts and crafts, including flower arranging, the culinary arts, poetry and other aspects of Japanese culture. The event will be held at the Japanese Garden at 1100 MacArthur Causeway. This event is free and open to the public.

12 Friends of the Young Musicians Camp, Inc. — $5,775

12241 SW 103rd Ave., Miami, FL 33176
Organization Established in 2004
Young Musicians' Camp: Honors & Pre-College Program
June 21 - July 23, 2010

Funds are requested to support the Pre-College and Honors Program of the Young Musicians' Camp. Talented high school musicians receive coaching from UM faculty and world-famous performers such as concert pianist Paul Posnak, Grammy-nominated jazz artist Ira Sullivan, the Bergonzi String Quartet, and award-winning composer Dennis Kam. Concerts are free and open to the public.

13 Galata, Inc. — $5,294

916 N Flagler Avenue, Homestead, FL 33030
Organization Established in 2000
One People, One Community - Multicultural Street Festival
May 2, 2010

Funds are requested to support the One People, One Community Multi-Cultural Street Festival in downtown Florida City. This free festival is a collaborative effort between multiple organizations whose goal is to promote unity & community collaborations between the diverse cultures, as well as pride and cross-cultural understanding within the Anglo-American, African-American, Hispanic, Haitian and other ethnicities within the deep South Dade community.

14 Greta Bi-lingual Children's Books, Inc. — $2,406

7860 SW 32nd Street, Miami, FL 33155
Organization Established in 1996
Publication of Bi-lingual Children's Book, Inc.
April 1, 2010 - June 1, 2010

Funds are requested to support publishing four bi-lingual children's books dealing with the importance of preserving Florida's wildlife and environment for present and future generations. The books will be available free of charge to elementary and middle schools throughout Miami-Dade County.

15 Grupo Teatral El Duende, Inc. — $3,369

4820 SW 92nd Avenue, Miami, FL 33165
Organization Established in 1997
Libertad Lamarque: On Mother's day
May 2, 2010

Funds are requested to support a theatrical presentation On Mother's Day celebrating the life of beloved Latin-American movie star, the late Libertad Lamarque, a singing actress and mother figure icon of the golden age movies. Event goers will spend an afternoon of music, theater, dance and movies shows. The performance is open to people of all ages and senior citizens can attend for free.

Organization/Project Description	*FY2009-2010 Recommendation*

16 Haitian American Youth Task Force, Inc. — $4,812

555 NW 87th Street, Miami, FL 33150
Organization Established in 2002
10th Annual Haitian American Cultural Celebration
April 3 - May 28, 2010

Funds will be used in support of 10th Annual Haitian American Youth Cultural Celebration. Thirty students will learn the traditional Haitian folkloric dances through workshops and will demonstrate their talents in public performances that will display Haitian Culture and celebrate student achievements.

17 Harambee, Inc. — $3,850

P. O. BOX 972883, Miami, FL 33197
Organization Established in 1998
South Florida African Dance Collective
April 17, and 18, 2010

Funds are requested to support the artistic and production costs of the South Florida African Dance collective, an event that brings native African dancers, performers, and drummers to South Florida to lecture, teach, and perform traditional African folkloric dances to children and local community residents at the African Heritage Cultural Arts Center.

18 Hispanic-American Lyric Theatre, Inc. A/F/A ERE Bistoury — $5,294

9130 S.W. 123 Avenue Ct., Miami, FL 33186
Organization Established in 1987
Urban Stories-Video Documentary
June 26, 2010

Funds are requested to support "Urban Stories" a documentary film in Spanish with English subtitles telling the stories of young Hispanic immigrants who come to Miami-Dade as they try to survive in a new environment with the feeling of isolation that they experience from leaving their homeland. The film presentation will take place at Edge Zones in the Miami Design District/Wynwood.

19 Mad Cat Theatre Company, Inc. — $5,294

600 NE 34th Street, Apt. #1, Miami, FL 33137
Organization Established in 2002
BroadSword
April 29 - May 9, 2010

Funds are requested to support Mad Cat Theatre Company in producing the 2nd show of its 10th season, "BroadSword" which will be presented at the Arsht Center. After being in the Light Box theatre for the last nine seasons, Mad Cat was asked to be a part of the Arsht Center's 2010 season. Mad Cat is a community based theatre that casts local professional actors, designers, and technical personnel and this production is open to the public.

20 Master Chorale of South Florida, Inc. — $5,294

6278 N. Federal Highway, #351, Ft. Lauderdale, FL 33308
Organization Established in 2003
An Evening with Mozart
April 16, 2010

Funds are requested to support the performance by MCSF in "An Evening with Mozart" with orchestra at Trinity Episcopal Cathedral in Miami. MCSF will perform for music lovers ranging in age, nationality, and ethnic backgrounds with the Boca Raton Symphony, and four talented soloists. The performance is open to the public.

Organization/Project Description	*FY2009-2010 Recommendation*

21 Miami Dance Project, Inc. — $4,812

7460 SW 117th Ave., Miami, FL 33183
Organization Established in 2005
Wings of the World
June 19, 2010

Funds are requested to support a cultural dance performance titled "Wings of the World" at the Lincoln Theater in Miami Beach. The show is open to the public and will provide an opportunity for community members to experience diverse cultural dance sequences created and performed by local, talented artists. MDP junior company members and youth dancers, ages 6 to 17 years, will be given the opportunity to work with professional dancers in the company and become exposed to diverse forms of cultural dance, music, and rhythms.

22 Miami Oratorio Society, Inc., The — $4,812

3550 NW 42nd Street, Lauderdale Lakes, FL 33309
Organization Established in 1980
2010 Oratorio Season
April 10 & 11, and June 27, 2010

Funds are requested to support the organization's effort to bring quality classical music to the inner city community and to attract and assist young singers to a higher level of classical and cultural music. Music of the masters such as Handel, Beethoven, Mendelssohn, Mozart, and Haydn will be performed by Miami Oratorio Society at several locations in North Miami that are open to the public.

23 Miami River Fund, Inc. — $4,812

c/o Robert King High, 1407 NW 7th Street, Miami, FL 33125
Organization Established in 1998
Miami Riverday 2010
April 10, 2010

Funds are requested to support the 14th annual Miami Riverday Festival, a unique event celebrating the history, culture, and legacy of the Miami River, which flows 5.5 miles through Miami's urban core including Downtown, Overtown, Little Havana, Allapatah, Melrose and Spring Garden. This free festival features a variety of events for the family such as live music, educational river boat tours, maritime exhibits, children activities, environmental education booth, and local cuisine.

24 Miami-Dade County Park and Recreation Department — $5,775

275 NW 2nd Street, Suite 541, Miami, FL 33128
Organization Established in 1929
Parks Project
May 1 - 30, 2010

Funds are requested to support the presentation of a culminating photography exhibition at Women's Park and the production of a catalog documenting the Parks Project, a series of free environmental art installations in five months with five artists in five parks throughout Miami-Dade County Parks.

25 Miami-Dade Public Library Foundation, Inc. — $9,625

101 West Flagler Street, Miami, FL 33130
Organization Established in 2002
Art of Storytelling
April 1 - May 1, 2010

Funds are requested to support the Art of Storytelling, a celebration of this specialized art form that consists of a cultural exchange with Argentina, storytelling workshops for parents and professionals, performances at public libraries throughout the county, and an International Storytelling Festival at the main library on May 1. This program attracts both a national and international audience with more than 1,750 people attending Pre-Festival Events and over 7,500 people attending Festival Day.

Organization/Project Description	*FY2009-2010 Recommendation*

26 Michael-Ann Russell Jewish Community Center, Inc. — $4,812

18900 NE 25th Avenue, North Miami Beach, FL 33180
Organization Established in 1987
Festival Yachad 2010-Israeli Dance Festival
May 28, 2010 and June 06, 2010

Funds are requested to support the JCC's Annual Israeli Dance Festival featuring 350 dancers form the JCC's Bamachol Dance Academy and 130 Dancers from invited Israeli dance groups/programs from South Florida, Latin America, Canada, and Israel. Festival Yachad will feature two shows in North Miami Beach at the Michael-Ann Russell JCC and at the Julius Littman Theater for the Performing Arts. These events are open to the public.

27 National Art Exhibitions of the Mentally Ill, Inc. — $4,812

P.O. Box 350891, Miami, FL 33135
Organization Established in 1988
22nd Annual Art Exhibition by the Mentally Ill
May 7 - 31, 2010

Funds are requested to support the highly acclaimed NAEMI 22nd Annual Art Exhibit, held at the Borders Gallery. This month long exploration into a unique creative process showcases 55 distinctively fascinating works by twenty artists with mental disabilities and provides Miami with creative presentations and performances. This exhibition is free and open to the public.

28 New World Festival, Inc. — $7,700

1008 Alhambra Circle, Coral Gables, FL 33134
Organization Established in 1980
Mainly Mozart Festival XVII - MMF 2010
May 16, 23, 30 and June 6, 12, 13, 20, 27, 2010

Funds are requested to support the Mainly Mozart Festival 2010, the 17th consecutive year that this series of chamber music will be played in Coral Gables' Westin Colonnade Hotel. The eight concert series, which began in Coral Gables to fill the summer music vacuum, centers principally on the music of Wolfgang Amadeus Mozart , his contemporaries of the classical period on the history of music, and his artistic successors. It features the best of Florida and international ensembles and soloists, is extraordinarily affordable and open to the public.

29 Youth for the Arts Forum, Inc. — $2,404

255 Alhambra Circle, Suite 455, Coral Gables, FL 33134
Organization Established in 2008
Spring Youth for the Arts Concerts
April 3, 2010 and May 23, 2010

Funds are requested to support two classical music concerts featuring nine highly talented children between the ages of 6 and 18 years of age. The children will perform solo and alongside professional musicians thus providing invaluable performance experience. The concerts will be performed at the Fillmore Hall, University of Miami, Coral Gables and are free and open to the public.