

Memorandum



Date: November 1, 2016

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

Agenda Item No. 8(C)(1)

From: Carlos A. Gimenez
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez", written over a horizontal line.

Subject: Fiscal Year 2016-17 Community Grants Program First Quarter Recommendations
for a Total of \$165,000.00

Recommendation

It is recommended that the Board approve the funding of 31 grants for a total of \$165,000.00 from the Fiscal Year 2016-17 Community Grants Program – First Quarter. Attached is a list describing the projects being recommended for funding. In addition, it is recommended that Resolution No. R-130-06 (requiring contracts with non-governmental entities be signed by the other parties before being submitted to the Board of County Commissioners) be waived in order to expedite the allocation of funding support for these time-sensitive tourism-oriented and community events.

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 adopted in the Fiscal Year 2016-17 County budget ordinance. Community Grants are disbursed through Index Code CUGRANTS, Sub-object Code 60615 and drawn from Fund 125, Subfund 127.

Upon adoption of the FY 2016-17 ordinance, under Grants to Programs for Artists and Non-Profit Cultural Organizations, a total of \$575,000.00 is allocated for FY 2016-2017 Community (CG) Grants (\$575,000.00 from Fund SO 125, Subfund 127). A remaining balance of \$410,000.00 is to be used in the subsequent quarters of the program.

Delegation of Authority

Authority for executing contracts for these grants resides with the Mayor or his designee; authority for amending and exercising all provisions, including cancellation provisions contained in the contracts for these grants, is delegated to the Department Director.

Track Record/Monitor

Each recommended organization has a track record for responding to 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 Community Grants Panel (Panel) convened on September 8, 2016 to review 32 applications requesting \$270,000.00 for the First Quarter of the program. The panel recommended funding 31

applicants for a total of \$165,000.00. The Cultural Affairs Council (Council) approved these recommendations at their meeting on September 21, 2016.

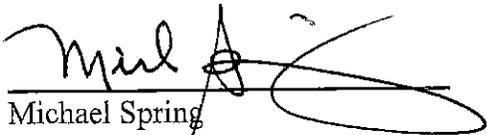
The projects selected for funding represent a diversified range of activities and demographic locations. In its deliberations, the Panel and Council carefully consider and apply the Community Grants guidelines, as outlined below.

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.

It is recommended that Resolution No. R-130-06 (requiring contracts with non-governmental entities be signed by the other parties before being submitted to the Board of County Commissioners) be waived. These grants recommendations are being submitted to the Board immediately subsequent to their thorough evaluation by the Cultural Affairs Council and while the Department of Cultural Affairs simultaneously issues grant agreements for execution by grantees, subject to the Board's approval of this agenda item. It is in the best interest of the County to waive Resolution No. R-130-06 and proceed in this manner in order to expedite grant allocations for time-sensitive tourism-oriented and community events. This "dual track" approach saves from one to two months of time in providing funding support to projects that have been evaluated through a thorough and already lengthy grants review process. As a safeguard, the Department negotiates the grant agreements by closely adhering to the descriptions of projects that are summarized in the list of grant projects attached to this memorandum to ensure that County grant funds are used strictly for the activities that are listed in this memorandum and represented in the subsequent grant agreements.

Attached is a list describing the projects being recommended for funding.


Michael Spring
Senior Advisor

**Miami-Dade County Department of Cultural Affairs
FY 2016-17 Community Grants (CG) – 1st Quarter
Grant Award Recommendations**

1 Amplifyme, Inc.

Recommended Award: \$5,255.00

5808 Alton Road
Miami Beach, Florida 33140
Youth Media Institute Workshops and Public Screening
10/01/2016 to 12/31/2016

District Location(s) for Project Activity: 3

Funds are requested to support the Youth Media Institute weekly workshops and final showcase, hosted by Miami Edison Senior High School. Workshops will be provided once a week for 11 weeks for students at Edison. The final showcase will present participants' work during the quarter; it will be free and open to the public, with a focus on the Liberty City and Little Haiti community. Funds will be used for outreach and artistic, program and technical expenses related to the event.

2 Art Creates US, Inc. d/b/a ProjectArt

Recommended Award: \$5,255.00

3000 NE 151 Street
Miami, FL 33181
ProjectArt: Miami
10/03/2016 to 12/10/2016

District Location(s) for Project Activity: 2, 3 & 5

Funds are requested to support ProjectArt's semester long, after-school visual arts classes at 5 Miami-Dade County Public Library branches: Arcola Lakes Library, Edison Center Library, Hispanic Branch Library, Little River Branch Library and North Central Branch. Ten ProjectArt teachers recruited from Florida International University will be paid by ProjectArt to teach the youth during their most vulnerable hours of 3-6 pm in the 5 libraries. Funds will also support the end of semester student exhibition, a highly visible, public showcase of 75 artworks to the public.

3 Barry University, Inc.

Recommended Award: \$4,904.00

11300 NE 2 Avenue
Miami Shores, Florida 33161
Barry University's Fiddler on the Roof
10/01/2016 to 10/30/2016

District Location(s) for Project Activity: 3

Funds are requested to support the production of the classic Broadway musical Fiddler on the Roof at Barry University's Broad Center for Performing Arts. The project will bring professional, community and university theatre artists together in a collaboration that will create a work for the community and a uniquely rich learning environment for students and professionals. Funds will be allocated towards artistic fees, set materials, marketing and production. This event will be free and open to the public.

**The districts identified for each grantee indicate the location(s) of the majority of the particular organizer's performance(s)/event(s)/project(s). However, audiences and participants attending the performance(s)/event(s)/project(s) come from throughout the County and the region.*

**Miami-Dade County Department of Cultural Affairs
FY 2016-17 Community Grants (CG) – 1st Quarter
Grant Award Recommendations**

4 Community Performing Arts Association, Inc.

Recommended Award: \$3,503.00

15250 SW 108 Avenue
Miami, Florida 33157
La Griteria Street Festival
12/03/2016 to 12/03/2016

District Location(s) for Project Activity: 1 & 2

Funds are requested to support "La Griteria," a holiday street festival celebrating folklife traditions from Central and South America, most notably Nicaragua. This one-day event in early December brings together many sectors of the community to celebrate Miami-Dade County's diversity in the streets of downtown of the City of Sweetwater with live music performances, parades and ethnic food from America. The concert will take place in the southwest area adjacent to Florida International University is open to the public.

5 Dade Heritage Trust, Inc.

Recommended Award: \$5,255.00

190 SE 12 Terrace
Miami, Florida 33131
Dade Heritage Trust Brickell Avenue Walking Tours and Miami Bike Tours
10/01/2016 to 09/01/2017

District Location(s) for Project Activity: 7

Funds are requested to support Dade Heritage Trust's Walking and Bike Tour Program which was inaugurated in early 2016 and has been a success. The walking tour program explores the history, architecture, archaeology, environment and culture of the Brickell area. The bike tours explore all areas of urban Miami, from Coconut Grove to Wynwood and beyond, giving participants a real experience of the variety of neighborhoods that contribute to Miami's sense of place. This event is open to the public.

6 FLORIDA DANCE EDUCATION ORGANIZATION, INC.

Recommended Award: \$5,255.00

8901 SW 79 Court
Miami, Florida 33156
Danny Lewis Miami Dance Sampler
10/01/2016 to 09/30/2017

District Location(s) for Project Activity: 5

Funds are requested to support artists participating in two performances of the Daniel Lewis Miami Dance Sampler to be held at New World School of the Arts' Dance Theater on Saturday, October 22 and Sunday, October 23, 2016. The project, featuring a wide spectrum of dance works and genres, aims to advance a culture of dance in Miami-Dade County and to provide Miami-based dance artists with support through audience exposure.

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**Miami-Dade County Department of Cultural Affairs
FY 2016-17 Community Grants (CG) – 1st Quarter
Grant Award Recommendations**

7 Florida Opera Prima, Inc.

Recommended Award: \$5,255.00

500 NW 36th Street
Miami, Florida 33127
La Traviata
10/01/2016 to 12/31/2016

District Location(s) for Project Activity: 4 & 5*

Funds are requested to support the presentations of La Traviata with a special appearance of members of the Golden Voices Choir at The Colony Theater, Council Towers North, Stella Maris House, Federation Tower Miami Beach Housing, Rebecca Towers, The Bandshell and Northshore Park. These events are open to the public.

8 Fundarte, Inc. a/f/a for CUATROGATOS FOUNDATION, INC.

Recommended Award: \$5,255.00

10854 SW 88 Street
Miami, Florida 33176
THE READING FESTIVAL / FIESTA DE LA LECTURA
10/10/2016 to 10/15/2016

District Location(s) for Project Activity: 3, 5, 7 & 9*

Funds are requested to support the fourth edition of "The Reading Festival," a week dedicated to literature, reading and art in the context of the Hispanic Heritage Month. The festival will offer encounters with authors in public schools, storytellers, literary publications, and lectures and workshops for Hispanic children and adults, as well as students learning the Spanish language. Free and events open to the public will take place at The Mexican Cultural Institute, Artefactus Cultural Project, Centro Cultural Español and Koubek Center. Participating schools include Coral Way K-8 Bilingual Center, Ada Merritt K-8, Lorah Park Elementary School and International Studies Preparatory Academy.

9 Greater South Dade/South Miami/Kendall Chamber of Commerce d/b/a

Recommended Award: \$7,006.00

Chamber South
6410 SW 80 Street
South Miami, Florida 33143
45th Annual ChamberSOUTH South Miami Art Festival
11/05/2016 to 11/06/2016

District Location(s) for Project Activity: 7*

Funds are requested to support the ChamberSOUTH's production of the 45th Annual South Miami Art Festival on November 5 and 6, 2016, on Sunset Drive (SW 72 Street) between US-1 and Red Road (SW 57 Avenue) in the City of South Miami. The grant support from Miami-Dade County helps Chamber South produce a quality, multi-cultural, family-friendly event that is free and open to the public.

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**Miami-Dade County Department of Cultural Affairs
FY 2016-17 Community Grants (CG) – 1st Quarter
Grant Award Recommendations**

10 Hispanic American Lyric Theatre, Inc. a/f/a for Dimensions Dance Theater of Miami, Inc.

Recommended Award: \$5,255.00

2741 SW 30 Avenue
Miami, Florida 33133
Dimensions Dance Theater's Inaugural Performance
11/01/2016 to 11/20/2016

District Location(s) for Project Activity: 5*

Funds are requested to support the presentation of Dimensions Dance Theater of Miami's first performance, to be held at Miami-Dade County Auditorium. This will be a ticketed event, open to the public. The program will feature world-class professional dancers, a Cuban cultural piece by a nationally renowned choreographer (never before performed in Miami), and live musical accompaniment during a portion of the presentation.

11 Hispanic Heritage Literature Organization Corp.

Recommended Award: \$4,204.00

1541 Brickell Avenue, C706
Miami, Florida 33129
XII Gathering of International Women Writers
10/03/2016 to 11/23/2016

District Location(s) for Project Activity: 6*

Funds are requested to support the XXI Gathering of International Women Writers, which includes a tribute to Marjory Stoneman Douglas, workshops, panels, and book presentations. The seven events will take place at the New Professions Technical Institute, ArtSpoken, Books & Books and Miami Dade College Wolfson Campus. This event is open to the public.

12 Illuminarts, Inc. a/f/a for Juraj Kojs

Recommended Award: \$2,102.00

2363 North Bay Road
Miami Beach, Florida 33140
Ceaseless Beauty
10/01/2016 to 12/31/2016

District Location(s) for Project Activity: 2, 3, 5 & 7*

Funds are requested to support the editing, mixing and mastering of a CD project of contemporary concert music, a production of a public CD-release event and associated presentations at 3 public educational and cultural institutions. The CD will feature 4 original works composed for and recorded by the Deering Estate Chamber Ensemble. The presentations will take place at New World School for the Arts, Young Men's Preparatory Academy, the American Czech-Slovak Cultural Club and the St. Bede Episcopal Chapel at the University of Miami. All the presentations will be open and free to the public.

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**Miami-Dade County Department of Cultural Affairs
FY 2016-17 Community Grants (CG) – 1st Quarter
Grant Award Recommendations**

13 Italian Film Festival, Inc.

Recommended Award: \$3,503.00

5151 Collins Avenue
Miami Beach, Florida 33140
2016 Cinema Italy (formerly Italian Film Festival)
10/01/2016 to 11/30/2016

District Location(s) for Project Activity: 5*

Funds are requested to support the 14th Annual Italian Film Festival to be held October 6-11, 2016 at the Regal Cinemas South Beach on Lincoln Road. This year's festival will include 10 of the top Italian films produced in 2015 and 2016 that have not yet been screened for South Florida audiences. The festival will also include a tribute to Italian cinema at Tower Theatre in Miami, a Short Film Competition and various documentary screenings.

14 Lemon City Cemetery Community Corporation

Recommended Award: \$3,503.00

4990 NW 31 Avenue
Miami, Florida 33142
Handel's Messiah
12/11/2016 to 12/11/2016

District Location(s) for Project Activity: 3*

Funds are requested to support "Bridging Classics of the Past with Classics of the Future," a community concert featuring the 2016 Community Mass Choir and Orchestra. The performance will be directed by Dr. Nelson Hall and will take place at the Church of the Incarnation. The concert is open to the public.

15 MERRICK FESTIVAL INCORPORATED

Recommended Award: \$7,006.00

PO Box 143506
Coral Gables, Florida 33114
2016 Caroling Competition
11/30/2016 to 12/06/2016

District Location(s) for Project Activity: 6*

Funds are requested to support the 2016 Caroling Competition, a free, week-long event involving 30 Miami-Dade, K-8, Middle and Senior High School choirs. The Competition, now in its 30th year, presents over 1,500 local students performing at the 550 Biltmore Building in Coral Gables. All performances are free and open to the public. This grant provides bus money for every school that enters the Competition.

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**Miami-Dade County Department of Cultural Affairs
FY 2016-17 Community Grants (CG) – 1st Quarter
Grant Award Recommendations**

16 Miami Beach Arts Trust, Inc.

Recommended Award: \$5,255.00

1775 Washington Avenue, PH2
Miami Beach, Florida 33139
Miamiartzine.com
10/01/2016 to 09/30/2017

District Location(s) for Project Activity: 5*

Funds are requested to support www.miamiartzine.com a free online publication dedicated to promoting the arts and culture in Miami-Dade County. The publication seeks to increase awareness of the arts in Miami-Dade County and serves as a cultural resource created for Miami-Dade County residents and visitors from the United States and over 70 other countries.

17 Miami Dance Futures, Inc.

Recommended Award: \$5,255.00

8901 SW 79 Court
Miami, Florida 33156
The Haunted Ballet
10/01/2016 to 10/31/2016

District Location(s) for Project Activity: 7*

Funds are requested to support "The Haunted Ballet," a site-specific, open walk-through concept dance event taking place at The Barnacle Historic State Park in Coconut Grove. A group of professional Miami choreographers are carefully selected to choreograph short dances that are the ghost stories of the characters that walk the lands of the Barnacle. All characters are based on true historical events that took place in the area. This event is open to the public.

18 Miami New Drama, Inc.

Recommended Award: \$9,108.00

2100 Biscayne Boulevard
Miami, Florida 33137
The Tallest Tree in the Forest
10/01/2016 to 11/19/2016

District Location(s) for Project Activity: 5*

Funds are requested to support "The Tallest Tree in the Forest," written and performed by Obie Award Winner, Daniel Beaty, at The Colony Theatre on Miami Beach. The director of the production is Tony/Emmy nominee, Moises Kaufman. It is based on the rise and fall of Paul Robeson in the early 20th century. The performances are open to the public.

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Miami-Dade County Department of Cultural Affairs
FY 2016-17 Community Grants (CG) – 1st Quarter
Grant Award Recommendations

19 Miami short Film Festival, Inc.

Recommended Award: \$9,108.00

247 SW 8 Street, Suite #393
Miami, Florida 33130
15th Annual Miami short Film Festival
10/01/2016 to 09/30/2017

District Location(s) for Project Activity: 5, 7 & 12*

Funds are requested to support the 15th Edition of the Miami short Film Festival. MsFF will present simultaneous screenings of approximately 80-100 local, national and international short films at Cinepolis, Miami Beach Cinematheque, and O Cinema Miami Beach, November 14-19, 2016. In addition to all screenings being open to the public, two FREE screenings at Downtown Doral Park and Miami Beach Botanical Gardens will be offered to the public.

20 Miami Watercolor Society, Inc.

Recommended Award: \$5,255.00

P.O. Box 56-1953
Miami, Florida
Watercolor Workshop, Exhibitions, Demonstrations and Classes
10/09/2016 to 12/23/2016

District Location(s) for Project Activity: 7*

Funds are requested to support monthly demonstrations and watercolor classes by local and visiting watercolor artists in addition to the "Impressions in Watercolor" Miami-Dade County Public School Student Exhibition, the Annual Fall Exhibition and the Signature Member Exhibition. These events will take place at Pinecrest Community Center, Coconut Grove Gallery, Wirtz Gallery at the First National Bank of South Miami and David and Mary Alper Jewish Community Center.

21 Miami Wind Symphony, Inc.

Recommended Award: \$5,255.00

2118 NE 40 Avenue
Homestead, Florida 33033
Tempered Steel Concert
11/06/2016 to 11/06/2016

District Location(s) for Project Activity: 11*

Funds are requested to support the Miami Wind Symphony's upcoming concert featuring music which depicts the human experience in the various stages of existence. The concert will take place at the Wertheim Auditorium at the Florida International University and it is open to the public.

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**Miami-Dade County Department of Cultural Affairs
FY 2016-17 Community Grants (CG) – 1st Quarter
Grant Award Recommendations**

22 PAXy, Inc.

Recommended Award: \$5,255.00

20 Alhambra Circle
Coral Gables, Florida 33134
Wake up Miami! 2016 Fall Series
10/03/2016 to 12/05/2016

District Location(s) for Project Activity: 5*

Funds are requested to support Wake up Miami! 2016 Fall Series, composed of 8 concerts at Government Center Metrorail/Metromover Station Monday mornings featuring classical, jazz, folk, and world music, in addition to a masterclass taught by the legendary trumpeter Arturo Sandoval at Le Chat Noir. All the performances are free and open to the public.

23 Peter London Global Dance Company, Inc.

Recommended Award: \$5,255.00

1470 NE 123 Street
North Miami, Florida 33161
The Victoria London Choreographers Showcase "Spring for Light"
10/03/2016 to 12/31/2016

District Location(s) for Project Activity: 3*

Funds are requested to support three performances of a program titled "Spring for Light" as part of the Victoria London Choreographers Showcase. The program, to be presented three times, on December 29, 30 and 31 at the Carnival Studio Theater, Arsht Center, Miami, will include several premieres that will showcase the creative accomplishments of local and visiting choreographers. In addition to the three ticketed performances, free open rehearsals will be presented for students. All the events are open to the public.

24 Power Access, Inc.

Recommended Award: \$5,255.00

1616 Michigan Avenue
Miami Beach, Florida 33139
South Beach Jazz Festival
12/07/2016-12/11/2016

District Location(s) for Project Activity: 5*

Funds are requested to support the South Beach Jazz Festival with events taking place at The Colony Theatre, Euclid Circle, The Astor Hotel, Albion and The National Hotel. All performances will be fully accessible and will include members of the community with disabilities. All events are open to the public and all outdoor events are free.

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**Miami-Dade County Department of Cultural Affairs
FY 2016-17 Community Grants (CG) – 1st Quarter
Grant Award Recommendations**

25 Power2Voice, Corp.

Recommended Award: \$1,401.00

10870 NW 88 Terrace, Unit 104

Doral, Florida 33178

Miami New Media Festival 10th Anniversary

10/21/2016 to 12/03/2016

District Location(s) for Project Activity: 2 & 3*

Funds are requested to support the 10th Edition of the Miami New Media Festival (MNMF), a public art project aiming to promote video art, film and performance. The festival will present a series of art activities including screening, video mapping, audio-visual live performance, workshops, exhibitions and lectures. MNMF weaves video art into urban life and interacts with the audience, enabling a new possibility of public art. The festival will take place at the Museum of Contemporary Art, Miami Theater Center and Vice City Bean.

26 Richmond Heights Community Association, Inc.

Recommended Award: \$4,554.00

11225 SW 152 Street

Miami, Florida 33157

Community Tree Lighting Festival

12/10/2016 to 12/10/2016

District Location(s) for Project Activity: 10*

Funds are requested to support Richmond Heights Community Association's Community Tree Lighting Festival. This holiday celebration uses the performing arts to highlight the pride and tradition of our historic Afro-American community. The event is free to the public. It is designed to support the cultural activities of Miami-Dade County. In addition, the program brings together all elements of this community, one that is changing from a totally Afro-American to a more diverse community.

27 THE GERMAN SCHOOL OF SOUTH FLORIDA, INC.

Recommended Award: \$5,255.00

P.O. Box 431081

Miami, Florida 33243

Oktoberfest

10/08/2016 to 10/08/2016

District Location(s) for Project Activity: 1*

Funds are requested to support the 25th annual GIPA Oktoberfest celebration, which will be held on October 8th, 2016 at the German American Social Club. Authentic German cuisine and culture will be on display, including dance and artistic performances from more than 250 children from the 4 member schools. The event is free and open to the public and includes games, rides, a silent auction and a host of traditional tastes that pay tribute to the greatest German heritage celebration.

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**Miami-Dade County Department of Cultural Affairs
FY 2016-17 Community Grants (CG) – 1st Quarter
Grant Award Recommendations**

28 The Miami Foundation a/f/a for Shira Abergel

Recommended Award: \$5,255.00

40 NW 3 Street, Suite 305
Miami, FL 33128
Inaugural Baba Yaga Performance Series
10/14/2016 to 10/29/2016

District Location(s) for Project Activity: 3*

Funds are requested to support an original multi-media show created for the freshly built theatre wagon stage Baba Yaga. Free performances will utilize film, theater and live music to tell the Eastern European myth of Baba Yaga as seen through the eyes of creator Shira Abergel and her search for family. The funds will be used to hire actors, designers, choreographer, musicians, filmmakers, stage technicians and permits required to perform outdoors in the Wynwood Arts District for the public.

29 The Sunflower Society, Inc.

Recommended Award: \$5,255.00

19333 Collins Avenue
Sunny Isles Beach, Florida 33160
Sunflower After School Art for Life
10/03/2016 to 12/16/2016

District Location(s) for Project Activity: 3 & 5*

Funds are requested to support after school art classes at Fienberg Fisher K-8 Center and the Culmer Center in addition to Veteran's Day Parade, School Expo (Miami-Dade School Board) in the last week of November, and Holiday Bazaar in December at the Miami Beach Botanical Garden, as well as Student Art Exhibits. These events are open to the public.

30 The Women's International Film and Arts Festival, Inc.

Recommended Award: \$10,508.00

Box 460577
Miami, Florida 33346
The 11th Annual Women's International Film & Arts Festival
10/13/2016 to 10/23/2016

District Location(s) for Project Activity: 3 & 5*

Funds are requested to support the 11th Annual Women's International Film & Arts Festival. The festival is a unique, high quality, 4-day, cultural event, featuring more than 40 films from around the world, including many Florida and national premieres, visual arts, and other cultural expressions by women. The event is open to the public and will be held at The Mana Wynwood Convention Center, River Yacht Club and East Miami Hotel.

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**Miami-Dade County Department of Cultural Affairs
FY2016-17 Community Grants (CG) – 1st Quarter
Grant Award Recommendations**

31 Zunzun Arts & Education, Inc.

Recommended Award: \$5,255.00

11021 SW 47 Street
Miami, Florida 33165
Melodies of the Farm
10/01/2016 to 10/15/2016

District Location(s) for Project Activity: 7 & 9*

Funds are requested to support the Melodies of the Farm Program, a bilingual musical presentation for children that uses the power of the arts to promote inclusion. The program is designed to serve local elementary and middle schools and will be presented at the Miami-Dade County Auditorium and Artefactus Theater in Kendall. This event is open to the public.

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MEMORANDUM
(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: November 1, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(C)(1)

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
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor'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. 8(C)(1)
11-1-16

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE FUNDING OF 31 GRANTS FOR A TOTAL OF \$165,000.00 FROM THE DEPARTMENT OF CULTURAL AFFAIRS FISCAL YEAR 2016-2017 COMMUNITY GRANTS PROGRAM – FIRST QUARTER FOR VARIOUS ENTITIES; WAIVING RESOLUTION NO. R-130-06; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXECUTE GRANT AGREEMENTS AND TO EXERCISE ALL PROVISIONS, INCLUDING THE CANCELLATION PROVISIONS, CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that that this Board hereby waives the requirements of Resolution No. R-130-06, and approves funding of 31 grants for a total of \$165,000.00 from the Fiscal Year 2016-2017 Community Grants Program – First Quarter as follows:

Fiscal Year 2016-2017 Community Grants Program - First Quarter

	Organization Name	
1	Amplifyme, Inc.	\$5,255.00
2	Art Creates US, Inc. d/b/a ProjectArt	\$5,255.00
3	Barry University, Inc.	\$4,904.00
4	Community Performing Arts Association, Inc.	\$3,503.00
5	Dade Heritage Trust, Inc.	\$5,255.00
6	FLORIDA DANCE EDUCATION ORGANIZATION, INC.	\$5,255.00
7	Florida Opera Prima, Inc.	\$5,255.00
8	Fundarte, Inc. a/f/a for CUATROGATOS FOUNDATION, INC.	\$5,255.00
9	Greater South Dade/South Miami/Kendall Chamber of Commerce d/b/a Chamber South	\$7,006.00

10	Hispanic American Lyric Theatre, Inc. a/f/a for Dimensions Dance Theater of Miami, Inc.	\$5,255.00
11	Hispanic Heritage Literature Organization Corp.	\$4,204.00
12	Illuminarts, Inc. a/f/a for Juraj Kojs	\$2,102.00
13	Italian Film Festival, Inc.	\$3,503.00
14	Lemon City Cemetery Community Corporation	\$3,503.00
15	MERRICK FESTIVAL INCORPORATED	\$7,006.00
16	Miami Beach Arts Trust, Inc.	\$5,255.00
17	Miami Dance Futures, Inc.	\$5,255.00
18	Miami New Drama, Inc.	\$9,108.00
19	Miami Short Film Festival, Inc.	\$9,108.00
20	Miami Watercolor Society, Inc.	\$5,255.00
21	Miami Wind Symphony, Inc.	\$5,255.00
22	PAXy, Inc.	\$5,255.00
23	Peter London Global Dance Company, Inc.	\$5,255.00
24	Power Access, Inc.	\$5,255.00
25	Power2Voice, Corp.	\$1,401.00
26	Richmond Heights Community Association, Inc.	\$4,554.00
27	THE GERMAN SCHOOL OF SOUTH FLORIDA, INC.	\$5,255.00
28	The Miami Foundation, Inc. a/f/a for Shira Abergel	\$5,255.00
29	The Sunflower Society, Inc.	\$5,255.00
30	The Women's International Film and Arts Festival, Inc.	\$10,508.00
31	Zunzun Arts & Education, Inc.	\$5,255.00

and authorizes the County Mayor or County Mayor's designee to execute grant agreements, in substantially the form of the sample attached hereto, with each grantee for and on behalf of Miami-Dade County, Florida and to exercise all provisions, including the cancellation provisions, contained therein.

The foregoing resolution was offered by Commissioner
who moved its adoption. The motion was seconded by Commissioner
and upon being put to a vote, the vote was as follows:

- | | |
|-------------------------------------|----------------------|
| Jean Monestime, Chairman | |
| Esteban L. Bovo, Jr., Vice Chairman | |
| Bruno A. Barreiro | Daniella Levine Cava |
| Jose "Pepe" Diaz | Audrey M. Edmonson |
| Sally A. Heyman | Barbara J. Jordan |
| Dennis C. Moss | Rebeca Sosa |
| Sen. Javier D. Souto | Xavier L. Suarez |
| Juan C. Zapata | |

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of November, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the 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.

MAG

Miguel A. Gonzalez



MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
«PROGRAM» - 1st 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 in the Restatement of Project Budget attached)
- 4. ITEMIZED PROJECT BUDGET: (as described in the Restatement of Project Budget attached hereto)
- 5. GRANT START DATE: October 1, 2015
- 6. GRANT END DATE: September 30, 2016
- 7. PROJECT/EVENT DATE: October 1-December 30, 2015
- 8. REPORT DEADLINE: 45 days after completion 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 Mayor/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 October, 2011 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

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
GENERAL TERMS AND CONDITIONS FOR GRANTS (October, 2016) – 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.

Amendments to this Agreement and/or minor project revisions believed to be necessary for the purpose of completing the project, but which do not increase the amount of the grant award or substantially alter the original project, its quality, impact, or benefit to the organization, the County or its citizens, must be submitted/requested in writing to the Director sufficiently prior to implementation of revisions for the Director's execution (in the case of an amendment) or approval (in the case of a revision). Minor revisions include, but are not limited to those affecting project scope, venue, artistic selections, program titles, 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, Cultural Advancement and Youth Arts Miami-Category A (only) grants programs, 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. Documentation for credit card transactions must include a copy of the relevant monthly credit card statement highlighting the charge for the expense, and proof of remittance to the credit card issuing company confirming payment made and accepted for the expense incurred. The Director reserves the right to request original documentation to substantiate grant expenditures.

In the case of grants made through the Major Cultural Institutions, Cultural Advancement and Youth Arts Miami-Category A (only) grants programs, 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 1.6.; 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: **Publicity and Credits:** The Grantee must include the following credit line in all promotional and marketing materials related to this grant including websites, 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."** For radio or television broadcast, we require the following voice-over language: **"This program is supported in part by the Miami-Dade County Department of Cultural Affairs."** For television broadcast, display of the County logo and the "www.miamidadearts.org" web address is required. The grantee must also use the County's logo in marketing and publicity materials, including but not limited to newsletters, press releases, brochures, fliers, websites or any other materials for dissemination to the media or general public. The County logo is available at www.miamidadearts.org under Grantee Resources. Grantees are required to credit the County's support in any communications about the grant-funded project on social media platforms using @MiamiDadeArts and #MiamiDadeArts.

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.

In addition, grantees receiving funds through the YEP, SAS-C and AKI grant programs must include The Children's Trust logo 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 by making strategic investments in their future." To download an electronic version of The Children's Trust logo, please go to: The Children's Trust Media Kit & Logos.

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 Ordinance No. 92-15 codified as Section 2-8.1.2 of the County Code - Employment Drug-free Workplace;
- (f) County Ordinance No. 142-91 codified as Section 11A -29 et. seq. of the County Code – Family Leave;
- (g) County Resolution R-385-95 - Miami-Dade County Disability Nondiscrimination Affidavit, incorporating the following Federal laws and Acts:
 - (1) The Americans with Disabilities Act of 1990 (ADA), Pub.L. 101-336, 104 Stat. 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment;
 - (2) Title II, Public Services;
 - (3) Title III, Public Accommodation and Services Operated by Private Entities; and Section 504 of the Rehabilitation Act of 1973;

- (4) Title IV, Telecommunications;
 - (5) Title V, Miscellaneous Provisions: The Rehabilitation Act of 1973, 29 U.S.C. Section 794; The Federal Transit Act, as amended 49 U.S.C. Section 1612; The Fair House Act as amended, 42 U.S.C. Section 3601 - The foregoing requirements of this section shall not pertain to contracts with the United States or any department or agency thereof, or the State or any political subdivision or agency thereof or any municipality of this State;
- (h) Section 2-8.1 (c) of the County Code regarding Delinquent and Currently Due Fees or Taxes

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 as delegated to the Director, no other

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 Florida Statute 440.
2. Commercial General Liability Insurance in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.
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.

The grant is awarded to this Grantee with the understanding that the Grantee is performing a public purpose through the programs, projects and services recommended for support. Use of these funds for any program component not meeting this condition will be considered a material breach of the terms of this Grant Agreement and will allow Miami-Dade County to seek remedies including, but not limited to those outlined in the Articles and Exhibits of the Grant Agreement.

Under County Commission resolution R-700-13, **no more than 25% of the Grantee's administrative budget** (i.e., salaries, benefits and fringes for the Grantee's management personnel; general overhead costs; clerical or administrative personnel who do not directly provide the services required pursuant to the Grantee's contract with the County) may be paid from Miami-Dade County General Funds. If the Grantee receives funds from multiple County sources that include Miami-Dade County General Funds, the aggregate total of funds received by the Grantee from all County sources may not be used for more than 25% of the Grantee's administrative budget.

Grant funds may not be used for any of the following types of expenses: proposal preparation; repayment of prior debt or deficit reduction; debts, contingencies, fines and penalties, interest and other financial costs; expenses incurred or obligated prior to or after the grant period; building, renovating or remodeling of facilities or capital items; travel or transportation costs to cover expenses for staff travel or presenting programs/activities outside of Miami-Dade County; remuneration of County employees for any services rendered as part of a project receiving a grant through the Department of Cultural Affairs; social/fundraising events; beauty pageants; sporting events played or hosted outside of Miami-Dade County; income generating events for an organization other than the applicant organization; hospitality costs including private entertainment, food, beverages, decorations or affiliate personnel; cash prizes, awards, plaques, or scholarships; re-granting; lobbying the County Commission or the Mayor, the judicial branch, or any public agency or office, or for propaganda materials; charitable contributions or donations; or events which are restricted to private or exclusive participation (by invitation and/or purchase requirements that exceed the cost of a typical, standard ticket to an event/performance), including restricting access to programs or facilities on the basis of race or ethnicity, color, creed, national origin, religion, age, gender, sexual orientation or physical ability.