

# Memorandum



**Date:** May 5, 2020

**To:** Honorable Chairwoman Audrey M. Edmonson  
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 the printed name.

**Subject:** Fiscal Year 2019-20 Community Grants Program Third Quarter  
Recommendations for a Total of \$165,000.00

## **Recommendation**

It is recommended that the Board of County Commissioners (Board) approve the funding of 27 grants for a total of \$165,000.00 from the Fiscal Year 2019-20 Community Grants Program – Third 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) 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 2019-20 County budget ordinance. Community Grants are disbursed through Index Code CUGRANTS, Sub-object Code 60615 and drawn from Fund 125, Subfund 127.

In the FY 2019-20 ordinance, under Grants to/Programs for Artists and Non-Profit Cultural Organizations, a total of \$660,000.00 is allocated for FY 2019-20 Community Grants (\$660,000.00 from Fund SO 125, Subfund 127). The **remaining** \$120,000.00 will be allocated in the subsequent fourth quarter of the fiscal year.

## **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 convened on February 13, 2020 and recommended funding 27 applicants for a total of \$165,000.00. The Cultural Affairs Council approved these recommendations at their meeting on February 27, 2020.

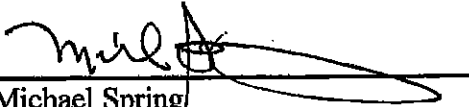
The projects selected for funding represent a diversified range of activities and demographic locations. In their deliberations, the Panel and Council carefully consider and apply the Community Grants guidelines, as outlined below.

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) 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 2019-20 Community Grants (CG) – 3<sup>rd</sup> Quarter  
Grant Award Recommendations**

**1- Ancient Spanish Monastery Foundation, Incorporated** **Recommended Award: \$3,963**  
16711 West Dixie Highway  
North Miami Beach, FL 33160  
*Celebrating Juneteenth*  
6/20/2020 - 6/20/2020

District Location(s) for Project Activity: 4

Funds are requested to support an artistic celebration of Juneteenth, featuring music by African-Americans from slavery to contemporary 21st century, commemorating the June 19, 1865 announcement of the abolition of slavery and the emancipation of enslaved African-Americans.

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**2- Art Creates Us Inc. d/b/a ProjectArt** **Recommended Award: \$5,944**  
3000 NE 151 Street  
Miami, FL 33181  
*ProjectArt Miami's Resident and Student Exhibitions*  
4/22/2020 - 6/30/2020

District Location(s) for Project Activity: 2, 3, 5, 7, 8

Funds are requested to support ProjectArt Miami's Spring 2020 Resident and Student Exhibition. The Resident Exhibition is the public culmination showcase for eight local Miami artists' work created during the Spring term of their residency at various Miami-Dade Public Libraries. The resident artists are trained and teach various art disciplines to students in the community, with the student work culminating in the public Student Exhibition at the Main Public Library.

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**3- Artefactus Cultural Project, Inc. a/f/a Thespis Acting Project, Inc.** **Recommended Award: \$3,963**  
14963 SW 75 Terrace  
Miami, FL 33193  
*En Tu Casa Mando / In Your House I Command*  
4/1/2020 - 6/28/2020

District Location(s) for Project Activity: 9

Funds are requested to support the production of a new play, "En Tu Casa Mando/ In Your House I Command," written by Cuban-American playwright Rolando Morelli and staged by Cuban-American actress and director Marcia Arencibia-Henderson. The work is based on the historic Cuban exodus from the Port of Mariel, marking the 40th anniversary of this momentous event in April, and focuses on the problems of a family after their arrival in Miami as refugees, with added testimony from those who experienced it.

*\*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 2019-20 Community Grants (CG) – 3<sup>rd</sup> Quarter  
Grant Award Recommendations**

**4- Art for Us, Inc.** **Recommended Award: \$5,944**  
10 SW South River Drive, #1904  
Miami, FL 33130  
*With Certain Women/ Con Ciertas Mujeres*  
4/4/2020 - 6/27/2020

District Location(s) for Project Activity: 6

Funds are requested to support the sixth season of "With Certain Women/ Con Ciertas Mujeres," a series of two concerts and female poetry reading, highlighting the female artistic talent in the community, and featuring popular Spanish music (Lecuona, Piazzolla, Simons) and classical compositions (Rachmaninov, Chopin, Bach) with an emphasis on Ibero-American female poetry (Alfonsina Storni, Dulce María Loynaz, Gabriela Mistral).

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**5- Centro Cultural Boliviano Masís, Corp.** **Recommended Award: \$7,925**  
1051 SW 73 Avenue  
Miami, FL 33144  
*Bolivian Carnival & International Parade in Miami*  
5/9/2020 - 5/9/2020

District Location(s) for Project Activity: 10

Funds are requested to support the sixth "Bolivian Carnival & International Parade in Miami," based on the more than 200 year-old Carnival de Ouro festival, recognized as a UNESCO Masterpiece of the Oral and Intangible Heritage of Humanity, and committed to preserving and presenting traditional Bolivian cultural practices and heritage through this free community event.

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**6- Compositum Musicae Novae, Inc.** **Recommended Award: \$5,944**  
13072 SW 108 Street Circle  
Miami, FL 33186  
*Compositum Musical Novae Season VII*  
4/10/2020 - 6/26/2020

District Location(s) for Project Activity: 3, 5, 6, 7, 12

Funds are requested to support the "Compositum Musicae Novae Season VII" concert series, featuring seven free performances of new music, visual art, and dance at the Coral Gables Museum, with additional music performances in four Miami-Dade County public schools.

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**Miami-Dade County Department of Cultural Affairs  
FY 2019-20 Community Grants (CG) – 3<sup>rd</sup> Quarter  
Grant Award Recommendations**

**7- Evolutionary Arts Life Foundation, Inc.**  
20456 NW 8 Court  
Miami, FL 33169  
*Evolutionary Arts' "Community Arts Showcase"*  
6/8/2020 - 6/30/2019

**Recommended Award: \$5,944**

District Location(s) for Project Activity: 1

Funds are requested to support a summer program that exposes under-served children to orchestra, acting, dance, musical theater, band, drum line and music technology, culminating in a free public student showcase and open house for parents, stakeholders and the entire community.

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**8- Fire Haus Projects, Inc.**  
8000 SW 26 Street  
Miami, FL 33155  
*Snapshots from the Cuban Diaspora - An Odyssey in Images*  
4/1/2020 - 6/30/2020

**Recommended Award: \$3,963**

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

Funds are requested to support an exhibition of photographs and stories from Cuban exiles, lectures by curator Dr. Lilia Fontana, and guest speakers who will present narratives connected to the exhibition's Images.

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**9- Holocaust Memorial Committee, Inc.**  
1933-1945 Meridian Avenue  
Miami Beach, FL 33139  
*Community Holocaust Memorial Day Commemoration*  
4/19/2020 - 4/19/2020

**Recommended Award: \$5,944**

District Location(s) for Project Activity: 5

Funds are requested to support enhanced musical and cultural programming during the Holocaust Memorial's annual Yom Hashoah-Holocaust Memorial Day community commemoration program, marking the 75th anniversary of the end of World War II and the liberation of the concentration camps.

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**Miami-Dade County Department of Cultural Affairs  
FY 2019-20 Community Grants (CG) – 3<sup>rd</sup> Quarter  
Grant Award Recommendations**

**10- IFCM Corp. d/b/a FilmGate Miami**  
3 Island Avenue, #3J  
Miami Beach, FL 33139  
*FilmGate Interactive Media Festival*  
4/30/2020 - 5/4/2020

**Recommended Award: \$11,885**

District Location(s) for Project Activity: 5

Funds are requested to support the seventh annual "FilmGate Interactive Media Festival," celebrating visual storytellers and supporting creative visual industries through screenings, exhibits, creative labs, master classes, immersive art installations, music and live events in several downtown Miami venues.

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**11- Les Ailes Du Desir Foundation, Inc.**  
1395 NW 22 Street  
Miami, FL 33142  
*Circus Day at the Park*  
5/16/2020 - 5/16/2020

**Recommended Award: \$3,963**

District Location(s) for Project Activity: 7

Funds are requested to support the Les Ailes Du Desir Miami contemporary circus picnic at the Historic Virginia Key Beach Park, a family festival featuring performances and demonstrations by local and world-renowned artists using aerial silks, hoops and trapeze.

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**12- Miami Beach Gay Pride, Inc.**  
1210 Washington Avenue, #210  
Miami Beach, FL 33139  
*Miami Beach Pride*  
4/3/2020 - 4/5/2020

**Recommended Award: \$11,885**

District Location(s) for Project Activity: 5

Funds are requested to support the twelfth annual "Miami Beach Pride," bringing together members of the lesbian, gay, bisexual, non-binary and transgender community, their friends, allies, and supporters in celebration of the unique spirit and culture of the LGBTQ+ community, primarily through a free artistically-driven parade and festival in Miami Beach's Lummus Park.

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**Miami-Dade County Department of Cultural Affairs  
FY 2019-20 Community Grants (CG) – 3<sup>rd</sup> Quarter  
Grant Award Recommendations**

**13- Miami Chamber Music Society, Inc.**  
255 Alhambra Circle, PH  
Coral Gables, FL 33134  
*Mainly Mozart Festival, 27th Edition*  
5/9/2020 - 6/20/2020

**Recommended Award: \$5,944**

District Location(s) for Project Activity: 3, 7

Funds are requested to support the 27th edition of the "Mainly Mozart Festival," featuring eight adult programs, a lecture series and a children's concert, including performances by Grammy-nominated violist Richard O'Neill, Tchaikovsky Competition winning cellist Zlatomir Fung, pianist Do-hyun Kim, local groups Bergonzi, Amernet and Delray String Quartets.

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**14- Miami River Fund, Inc.**  
1407 NW 7 Street, #2  
Miami, FL 33125  
*Miami Riverday*  
4/4/2020 - 4/4/2020

**Recommended Award: \$7,925**

District Location(s) for Project Activity: 5

Funds are requested to support the free 24th annual "Miami Riverday," featuring boat tours, live music from local artists, historic re-enactors, kayak and paddle-board races and children's activities to celebrate the unique history of the Miami River, and to provide environmental education and unite the entire river community.

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**15- NAMI Miami-Dade County, Inc.**  
299 Alhambra Circle, #224  
Coral Gables, FL 33134  
*Reel Minds Miami Mental Health Film Festival*  
5/17/2020 - 5/17/2020

**Recommended Award: \$5,944**

District Location(s) for Project Activity: 7

Funds are requested to support the annual "Reel Minds: Miami Mental Health Film Festival," which strives to use film as a path toward education, eliminating stigma and advancing the conversation regarding mental health issues in our community.

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**Miami-Dade County Department of Cultural Affairs  
FY 2019-20 Community Grants (CG) – 3<sup>rd</sup> Quarter  
Grant Award Recommendations**

**16- National Art Exhibitions of the Mentally Ill, Inc.**  
PO Box 350891  
Miami, FL 33135  
*NAEMI Annual Art Exhibition*  
5/2/2020 - 6/6/2020

**Recommended Award: \$5,944**

District Location(s) for Project Activity: 5

Funds are requested to support the National Art Exhibitions of the Mentally Ill's free month-long annual art exhibition, showcasing the work of cutting edge outsider artists from the United States, Cuba, Spain, Argentina and Paraguay, who are recovering from mental illnesses.

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**17- NWD Projects, Inc.**  
6820 SW 65 Avenue  
Miami, FL 33143  
*National Water Dance/ Miami 2020*  
4/1/2020 - 6/1/2020

**Recommended Award: \$5,944**

District Location(s) for Project Activity: 2, 5, 7, 9

Funds are requested to support "National Water Dance," an artistic project focused on climate change, featuring dancers and musicians from middle school to college, as well as community members, working and performing with professional dancers and musicians, along with workshops which will integrate an introduction to the Everglades as a central aspect of our lives, through the lens of movement, poetry and music.

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**18- Para Bajitos Inc.**  
485 NW 71 Street, #807  
Miami, FL 33150  
*The Musketeers and a Modern Princess - Los Mosqueteros y una Princesa Moderna*  
4/1/2020 - 6/21/2020

**Recommended Award: \$5,944**

District Location(s) for Project Activity: 5

Funds are requested to support the staging of a new play, "The Musketeers and a Modern Princess," a modern Miami-set take on the classic tale by Alexandre Dumas, featuring the mission entrusted to the musketeers to help find the heart of a girl given to materialism. The play, written and directed by Yaneisi Martin, created for children and adolescents and performed by professional actors, features original music and production design, with educational and cultural components that highlight the values of friendship, solidarity and teamwork.

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**Miami-Dade County Department of Cultural Affairs  
FY 2019-20 Community Grants (CG) – 3<sup>rd</sup> Quarter  
Grant Award Recommendations**

**19- SBC Community Development Corporation of Richmond Heights, Inc. a/f/a ASK Colestars, Inc.** **Recommended Award: \$5,944**  
11111 Pinkston Avenue  
Miami, FL 33176  
*Artwalk Homestead Presents Art in the Park*  
5/23/2020 - 5/23/2020

District Location(s) for Project Activity: 9

Funds are requested to support "Artwalk Homestead's Art in the Park," a one-day free community event that features interactive art activities and human resources support, taking place at Blakey Park in Homestead.

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**20- The Episcopal Church of the Holy Family, Incorporated** **Recommended Award: \$4,517**  
18501 NW 7 Avenue  
Miami Gardens, FL 33169  
*Songs and Dances of the Maroons - The Fight for Freedom in the West Indies*  
6/20/2020 - 6/20/2020

District Location(s) for Project Activity: 1

Funds are requested to support the staging of "Songs and Dances of the Maroons -The Fight for Freedom in the West Indies," a four-act historical, educational and entertaining play about the slave rebellions in the former British West Indies, featuring local artists and performers.

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**21- The Fountainhead Residency, Inc.** **Recommended Award: \$5,944**  
5600 North Bayshore Drive  
Miami, FL 33137  
*Artists Open 2020*  
5/9/2020 - 5/9/2020

District Location(s) for Project Activity: 2, 3, 5, 6, 7, 8

Funds requested are to support the second annual "Artists Open," a single day open house during which over three hundred local artists across the County open their studios to the public, with a goal of opening art access to everyone and providing much needed promotion and recognition to local artists.

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**Miami-Dade County Department of Cultural Affairs  
FY 2019-20 Community Grants (CG) – 3<sup>rd</sup> Quarter  
Grant Award Recommendations**

**22- The Miami Foundation, Inc. a/f/a Bookleggers Library Inc.** Recommended Award: \$5,944  
40 NW 3 Street, #305  
Miami, FL 33128  
*Insert Here*  
6/6/2020 - 6/6/2020

District Location(s) for Project Activity: 3

Funds are requested to support "Insert Here," a full day of interdisciplinary multimedia cultural programming, exploring and celebrating the found art and histories left between the pages of Miami's community libraries. Taking place at the Bakehouse Art Complex, the program will feature performances, a visual art exhibition highlighting artwork found across Bookleggers' expansive library, and workshops by local artists.

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**23- The Miami Oratorio Society, Inc.** Recommended Award: \$3,963  
3550 NW 42 Street  
Lauderdale Lakes, FL 33309  
*Spring/ Summer Oratorio Season 2020*  
4/1/2020 - 6/30/2020

District Location(s) for Project Activity: 1

Funds are requested to support a series of performances designed to bring high quality classical music to Miami's under-served communities and invite community members, especially young attendees and the elderly, to perform and learn more about the history of music and to enhance personal and social skills. All grant funds are used for activities that occur in Miami-Dade County.

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**24- The Performing Arts for Autism Foundation Inc.** Recommended Award: \$5,944  
8181 NW 36 Street, #1901  
Doral, FL 33166  
*Taller En Accion's Annual Talent Festival*  
4/19/2020 - 4/19/2020

District Location(s) for Project Activity: 11

Funds are requested to support Taller en Accion's annual Talent Festival, showcasing the dance and musical talents of children and young adults to strengthen their confidence and self-esteem and help their talents develop.

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**Miami-Dade County Department of Cultural Affairs  
FY 2019-20 Community Grants (CG) – 3<sup>rd</sup> Quarter  
Grant Award Recommendations**

**25- World Literacy Crusade of Florida, Inc.**  
1600 NW 3 Avenue, #100  
Miami, FL 33136  
*"It Takes a Village" Art and Leadership Summit for Girls*  
4/4/2020 - 4/4/2020

**Recommended Award: \$5,944**

District Location(s) for Project Activity: 9

Funds are requested to support the 2020 "It Takes a Village Art and Leadership Summit for Girls," seeking to inspire and empower middle and high school girls to use the arts as a pathway to leadership through visual and performing arts, dance, theatre, painting, and music, culminating in a public showcase for the entire community.

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**26- Yiddishkayt Initiative, Inc.**  
10777 West Sample Road, #1105  
Coral Springs, FL 33065  
*Liberation Commemoration*  
4/11/2020 - 4/18/2020

**Recommended Award: \$5,944**

District Location(s) for Project Activity: 4, 5, 7

Funds are requested to support a series of performances and presentations commemorating the 75th anniversary of Victory over Europe Day and the liberation of the concentration camps, including an Off-Broadway theatrical performance "Signs of Life" and the play "Address Unknown," a lecture by author Robert Watson, art and photography exhibits as well as a ceremony honoring surviving World War II veterans. All grant funds are used for activities that occur in Miami-Dade County.

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**27- Youth Education Through Sports, Inc**  
1525 NW 124 Street  
North Miami, FL 33167  
*Plezi Nan Plaj/ Fun at the Beach*  
5/24/2020 - 5/24/2020

**Recommended Award: \$5,944**

District Location(s) for Project Activity: 4

Funds are requested to support "Plezi Nan Plaj/ Fun at the Beach," a beach festival taking place at Oleta River Park during Haitian Cultural Heritage Month, featuring cultural activities such as traditional Haitian dance, a Haitian kite show, and a band playing Haitian Kompa music.

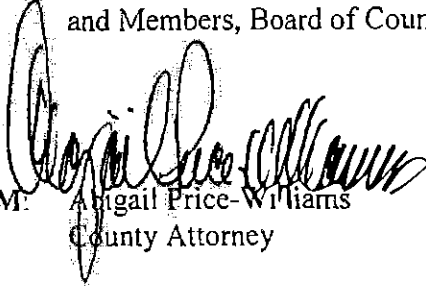
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**MEMORANDUM**  
(Revised)

**TO:** Honorable Chairwoman Audrey M. Edmonson  
and Members, Board of County Commissioners

**DATE:** May 5, 2020

**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 present \_\_\_\_, 2/3 membership \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) \_\_\_\_ ) 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)  
5-5-20

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING THE FUNDING OF 27 GRANTS FOR A TOTAL OF \$165,000.00 FROM THE DEPARTMENT OF CULTURAL AFFAIRS FISCAL YEAR 2019-2020 COMMUNITY GRANTS PROGRAM – THIRD 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 this Board hereby waives the requirements of Resolution No. R-130-06, and approves funding of 27 grants for a total of \$165,000.00 from the Fiscal Year 2019-2020 Community Grants Program – Third Quarter as follows:

Fiscal Year 2019-2020 Community Grants Program – Third Quarter

1	Ancient Spanish Monastery Foundation, Incorporated	\$	3,963.00
2	Art Creates Us Inc. d/b/a ProjectArt	\$	5,944.00
3	Artefactus Cultural Project, Inc. a/f/a Thespis Acting Project, Inc.	\$	3,963.00
4	Art for Us, Inc.	\$	5,944.00
5	Centro Cultural Boliviano Masis, Corp.	\$	7,925.00
6	Compositum Musicae Novae, Inc.	\$	5,944.00
7	Evolutionary Arts Life Foundation, Inc.	\$	5,944.00
8	Fire Haus Projects, Inc.	\$	3,963.00
9	Holocaust Memorial Committee, Inc.	\$	5,944.00

10	IFCM Corp. d/b/a FilmGate Miami	\$ 11,885.00
11	Les Ailes Du Desir Foundation, Inc.	\$ 3,963.00
12	Miami Beach Gay Pride, Inc.	\$ 11,885.00
13	Miami Chamber Music Society, Inc.	\$ 5,944.00
14	Miami River Fund, Inc.	\$ 7,925.00
15	NAMI Miami-Dade County, Inc.	\$ 5,944.00
16	National Art Exhibitions of the Mentally Ill, Inc.	\$ 5,944.00
17	NWD Projects, Inc.	\$ 5,944.00
18	Para Bajitos Inc.	\$ 5,944.00
19	SBC Community Development Corporation of Richmond Heights, Inc. a/f/a ASK Colestars, Inc.	\$ 5,944.00
20	The Episcopal Church of the Holy Family, Incorporated	\$ 4,517.00
21	The Fountainhead Residency, Inc.	\$ 5,944.00
22	The Miami Foundation, Inc. a/f/a Bookleggers Library Inc.	\$ 5,944.00
23	The Miami Oratorio Society, Inc.	\$ 3,963.00
24	The Performing Arts for Autism Foundation Inc.	\$ 5,944.00
25	World Literacy Crusade of Florida, Inc.	\$ 5,944.00
26	Yiddishkayt Initiative, Inc.	\$ 5,944.00
27	Youth Education Through Sports, Inc	\$ 5,944.00

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:

Audrey M. Edmonson, Chairwoman  
Rebeca Sosa, Vice Chairwoman

Esteban L. Bovo, Jr.	Daniella Levine Cava
Jose "Pepe" Diaz	Sally A. Heyman
Eileen Higgins	Barbara J. Jordan
Joe A. Martinez	Jean Monestime
Dennis C. Moss	Sen. Javier D. Souto
Xavier L. Suarez	

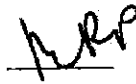
The Chairperson thereupon declared the resolution duly passed and adopted this 5<sup>th</sup> day of May, 2020. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override 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.



Monica Rizo Perez



**MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS  
FY 2019-2020 «PROGRAM»**

**GRANT AWARD AGREEMENT - ARTICLE I**

The Miami-Dade County Department of Cultural Affairs and the Cultural Affairs Council, the Mayor and the Board of County Commissioners are pleased to announce that Miami-Dade County has awarded a grant as described herein to «ORGANIZATION» (hereinafter referred to as the Grantee). The grant award, acknowledging that the Grantee is performing a public service through its programs and projects, is awarded as follows:

**GRANTEE AND GRANT DESCRIPTION**

- 1. GRANTEE: «ORGANIZATION» (EIN#«FEDERAL\_ID»)  
«ADDRESS», «CITY», «STATE» «ZIP»
- 2. AMOUNT OF GRANT: \$«AWARD»
- 3. PROJECT: «PROJECT\_TITLE»  
(as described in the application and any revisions in the Restatement of Project Budget attached hereto)
- 4. ITEMIZED PROJECT BUDGET: (as described in the Restatement of Project Budget attached hereto)
- 5. PROJECT START DATE: «PROJECT\_START\_DATE»
- 6. PROJECT END DATE: «PROJECT\_END\_DATE»
- 7. GRANT START DATE: October 1, 2019
- 8. GRANT END DATE: September 30, 2020
- 9. REPORT DEADLINE: 45 days after project completion

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, 2018 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» and within the scope of budget submitted in the attached Restatement of Project Budget.

\_\_\_\_\_  
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 CAPITAL DEVELOPMENT GRANTS (October, 2019) – 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.

Payment(s) of Grant funds will be made incrementally to the Grantee upon submission by the Grantee and upon approval by the Director of: documents showing evidence of unqualified right to occupy the premises for a period not less than five (5) years; and evidence of equipment having been received or paid for and/or documentation reflecting the amount of construction work completed in accordance with 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 canceled checks (front and rear) clearly designating payment for expenses associated with the project. 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 addition, the Grantee must supply the Director with evidence that matching funds as specified in the budgets attached hereto as the Restatement of Project Budget, or as revised per written authorization by the Director, have been paid out for project expenses.

For at least five (5) years from the completion of the Grant Project, the Grantee shall use the facility and/or equipment acquired and/or improved under this Grant Project for not-for-profit cultural activities involving cultural programs benefiting artists and audiences, and for no other purposes.

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 1.6. 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 1.3.) and the Itemized Project Budget (Article 1.4.) 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.

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 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:** 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](http://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](http://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.

Additionally, if the Grant Project involves construction work, the Grantee shall: notify the Director of any applicable federal labor compliance requirements regarding procurement and pre-award procedures prior to scheduling pre-construction conferences; submit to the Director all plans and specifications and receive the approval of the Director prior to issuance and implementation; and comply with all applicable provisions of applicable municipal, state, federal and County laws, regulations and rules.

**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

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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.

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.

Payment(s) of Grant funds under this particular agreement will be made incrementally to the Grantee upon submission by the Grantee and upon approval by the Director of: evidence of equipment having been ordered or paid for, and/or documentation reflecting the amount of construction work authorized in accordance with items indicated in the Restatement of Project Budget as grant award expenses. Documentation shall include, but not be limited to, copies of original invoices, bills, vouchers, receipts, or canceled checks (front and rear) clearly designating payment for expenses associated with the project. 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. Notwithstanding the above, the requirements contained in Article II.5 of this Agreement are unaffected and unchanged by the provisions of this Article V special condition.

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.

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; 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.