Approved _____ Mayor
Veto _____
Override _____

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Agenda Item No. 10(B)(1)(A)

03-06-07

RESOLUTION NO. R-258-07

RESOLUTION AUTHORIZING APPROVAL OF THIRTEEN (13) GRANT AWARDS FROM THE FY2006-07 SUMMER ARTS & SCIENCE CAMPS FOR KIDS GRANTS PROGRAM TO: ACTORS' PLAYHOUSE PRODUCTIONS, INC.; BISCAYNE FOUNDATION, INC., THE; CREATIVE CHILDREN THERAPY, INC.; HISTORICAL ASSOCIATION OF SOUTHERN FLORIDA; MIAMI CHILDREN'S MUSEUM, INC., THE; MIAMI STAGE COMPANY/MIAMI CHILDREN'S THEATER, INC.; MUSEUM OF CONTEMPORARY ART, INC.; MUSEUM OF SCIENCE, INC.; NEW WORLD SCHOOL OF THE ARTS; PLAYGROUND THEATRE FOR YOUNG AUDIENCES, INC., THE; SOUTH FLORIDA BOYS CHOIR, INC., THE; THOMAS ARMOUR YOUTH BALLET, INC.; AND UNIVERSITY OF MIAMI FROST SCHOOL OF MUSIC; AND AUTHORIZING THE COUNTY MANAGER TO EXERCISE CANCELLATION PROVISIONS CONTAINED THEREIN

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the funding of thirteen (13) grant awards for a total of $200,000 from the Department of Cultural Affairs FY2006-07 Summer Arts & Science Camps for Kids (SAS-C) Grants Program as follows:

1.	Actors' Playhouse Productions, Inc.	$8,243
2.	Biscayne Foundation, Inc., The	$19,394
3.	Creative Children Therapy, Inc.	$14,545
4.	Historical Association of Southern Florida	$14,545
5.	Miami Children's Museum, Inc., The	$14,545
6.	Miami Stage Company/Miami Children's Theater, Inc.	$19,395
7.	Museum of Contemporary Art, Inc.	$9,842
8.	Museum of Science, Inc.	$19,394
9.	New World School of the Arts	$14,545
10.	Playground Theatre for Young Audiences, Inc., The	$14,545
11.	South Florida Boys Choir, Inc., The	$14,545
12.	Thomas Armour Youth Ballet, Inc.	$17,068
13.	University of Miami Frost School of Music	$19,394

in substantially the form of the agreement attached hereto and made a part hereof; and authorizes the County Manager to execute same for and on behalf of Miami-Dade County; and to exercise cancellation provisions contained therein.

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

Bruno A. Barreiro, Chairman aye
Barbara J. Jordan, Vice-Chairwoman aye

Jose "Pepe" Diaz	aye	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Joe A. Martinez	aye	Dennis C. Moss	aye
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of March, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

By: KAY SULLIVAN
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Stephen Stieglitz

Memorandum

MIAMI-DADE COUNTY

Date: March 6, 2007

Agenda Item No. 10(B)(1)(A)

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

From: George M. Burgess
County Manager

Subject: FY2006-07 Summer Arts & Science Camps for Kids (SAS-C)
Grant Award Recommendations

RECOMMENDATION

It is recommended that the Board of County Commissioners approve the funding of 13 grant awards for a total of $200,000 from the FY2006-07 Summer Arts & Science Camps for Kids (SAS-C) Grants Program.

BACKGROUND

The FY2006-2007 Summer Arts & Science Camps for Kids (SAS-C) Grants Panel convened on Friday, January 19, 2007 to review 30 applications requesting a total of $745,300. The Panel recommended funding 13 applications for a total of $200,000. The Cultural Affairs Council approved these funding recommendations at their meeting on January 24, 2007.

The SAS-C Grants Program was created as a joint initiative of the Miami-Dade County Department of Cultural Affairs and The Children's Trust. The objective of the SAS-C Program is to grant funding to non-profit organizations that will provide underserved children in Miami-Dade County with opportunities to attend high quality cultural arts and/or science summer camp programs at little or no cost. Funding through the SAS-C Grants Program is intended to augment existing programs, providing more children with the opportunity to participate in cultural arts and science summer camps.

The Panel specifically evaluated each applicant organization based on the following competitive review criteria: 1) artistic merit, 2) impact, and 3) management capability. In addition, priority attention was given to projects that addressed children whose ability to participate in such programs may be limited by geography, economics or disability.

Attached is a list describing the projects recommended for funding.

Funding for the SAS-C Grants Program is derived from funding granted to the Department from The Children's Trust ($200,000), and is subject to the availability of funds.

Alex Muñoz
Assistant County Manager

Attachments

MEMORANDUM

(Revised)

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

DATE: March 6, 2007

FROM: Murray A. Greenberg County Attorney

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

Please note any items checked.

_____ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Bid waiver requiring County Manager's written recommendation**

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

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
FY2006-2007 SUMMER ARTS & SCIENCE CAMPS FOR KIDS (SAS-C) GRANTS PROGRAM

FY2006-07 Award

Actors' Playhouse Productions, Inc. **$8,243**

280 Miracle Mile, Coral Gables, FL 33134
Organization Established in 1988

Theatre Conservatory and Summer Camp Program

Grant funds are requested to support 10 scholarships to attend Actors' Playhouse summer camp program to be held over two sessions, in Coral Gables June 11 - July 6 and July 9 - August 3. Program activities include instruction in monologue development, choreography, vocal technique, arts and crafts for costumes, backdrops, and props, script writing, improvisation, scene study, theatrical makeup, technical expertise, and costume design for children ages 7-12.

Biscayne Foundation, Inc., The **$19,394**

2785 NE 183rd Street, Miami, FL 33160
Organization Established in 1995

Many Cultures & Many Masters of Art

Grant funds are requested to support 10 scholarships for seriously disabled students ages 6-21, to attend the 2007 Biscayne Summer Intensive Camp program to be held in North Miami-Dade from June 25 - August 1. Program activities include theme based cultural, historical and artistic hands-on projects, storytelling, field trips and other activities, such as sand art, African mask making, Russian icons, ceiling tile painting, and the study of cubist and Pollack art styles; as well as a student exhibition of the work and the production of a memorial book.

Creative Children Therapy, Inc. **$14,545**

12608 SW 88 Street, Miami, FL 33186
Organization Established in 2003

Creative Adventures Summer Camp

Grant funds are requested to expand programming and support 15 full scholarships for special needs students ages 4-18, to attend the Creative Adventures inclusive camp program to be held in Kendall/South-Miami Dade from June 4 - August 10. Program activities include dance/creative movement, arts & crafts, music, animal care, gardening, swimming, health & wellness, cultural awareness, computer science, and weekly field trips.

Historical Association of Southern Florida **$14,545**

101 W. Flagler Street, Miami, FL 33130
Organization Established in 1940

Tropical Explorers Summer Camp

Grant funds are requested to support full scholarships for 25 students ages 6-12, to attend the Tropical Explorers Summer Camp from June 4 - August 3 at the Historical Museum of Southern Florida in downtown Miami. Camp activities are placed in the context of the history and culture of South Florida and focus on various disciplines and topics in arts and science. Participants engage in art projects, music, film viewing, listening to stories, enacting skits, and touring the museum's galleries and non-museum sites to learn about South Florida.

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
FY2006-2007 SUMMER ARTS & SCIENCE CAMPS FOR KIDS (SAS-C) GRANTS PROGRAM

FY2006-07 Award

Miami Children's Museum, Inc., The — **$14,545**

980 MacArthur Causeway, Miami, FL 33132
Organization Established in 1983

Creative Island Summer Camp

Grant funds are requested to support scholarships for 24 students grades K-2, to attend the Creative Island summer arts camp from June 1 - August 15 at the Miami Children's Museum on Watson Island. Program activities focus on arts-based discovery and emphasize different artistic disciplines while incorporating a variety of skills, such as visual arts, theatre, film and digital media.

Miami Stage Company/Miami Children's Theater, Inc. — **$19,395**

11155 SW 112th Avenue, Miami, FL 33176
Organization Established in 1998

Creative Camps

Grant funds are requested to support scholarships for 160 students ages 6-17, to attend Creative Camps performing arts camp and Broadway Bound Teen Musical Theater Camp from June 4 - July 27 at the Coral Gables Youth Center and the Dave and Mary Alper Jewish Community Center in Kendall. Program activities include musical theater training, dance, music, video production, magic, creative writing, and field trips; as well free public performances showcasing the students.

Museum of Contemporary Art, Inc. — **$9,842**

770 NE 125 Street, North Miami, FL 33161
Organization Established in 1981

Creative Arts Summer Program

Grant funds are requested to support program enhancements and scholarships for 70 students ages 6-12, to attend MoCA's Creative Arts Summer Program from June 4 - August 10 in North Miami. Camp activities include art history lessons ranging from prehistoric to contemporary, exhibition tours, and hands-on arts instruction focusing on a weekly theme in diverse media such as photography, sculpture, drawing and painting. Students' work is exhibited each week during the camp program.

Museum of Science, Inc. — **$19,394**

3280 South Miami Avenue, Miami, FL 33129
Organization Established in 1949

Summer Science Camp Scholarship Program

Grant funds are requested to support 85 scholarships for children ages 6-12, to attend the Science Summer Camp program to be held at the Miami Museum of Science in Coconut Grove and Southside Elementary School from June 11 - August 3. Program activities include hands-on, inquiry-based educational experiences, such as environmental explorers and the science of architecture using the surrounding coastlines and city as "field sites" for classes, as well as programs in sailing, marine biology and rocketry for older children, and computer technology. Students also have the opportunity to visit and learn from the Science Museum exhibits and Miami Planetarium.

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
FY2006-2007 SUMMER ARTS & SCIENCE CAMPS FOR KIDS (SAS-C) GRANTS PROGRAM

FY2006-07 Award

New World School of the Arts **$14,545**

300 NE 2nd Avenue, Miami, FL 33132
Organization Established in 1984

Summer Arts Academy

Grant funds are requested to support 80 full scholarships for talented 11th and 12th grade at-risk youth, to attend the NWSA Summer Arts Academy immersion program to be held at the New World School of the Arts campus in downtown Miami from June 4 - June 15. Program activities include conservatory training to prepare students for performance auditions or portfolio reviews required for admission into college arts programs. Specialized and personalized instruction includes dance, music, theater, and visual arts. In addition, students will have the opportunity to participate in arts related field trips, perform in a culminating student showcase free and open to the public, and will receive a DVD/CD documenting their NWSA Academy experience.

Playground Theatre for Young Audiences, Inc., The **$14,545**

9806 NE 2nd Avenue, Miami Shores, FL 33138
Organization Established in 2004

Musical Theatre Summer Camp

Grant funds are requested to support 35 full scholarships for children ages 5-16, to attend the Playground Theatre's Musical Theatre Summer Camp program to be held at the Barry University Campus in Miami Shores from June 4 - June 29 and July 9 - August 3. Each camp session will engage campers in a variety of activities that focus on the artistic process for each individual child. Program activities include basic acting techniques, singing and dancing. Students will also learn about the artistic process, social skills and team-building involved in creating musical theatre, from real actors and technical staff who are part of a regional repertory company. In addition, students will have the opportunity to perform at the Shores Performing Arts Theatre in a student production open to the public at the end of each session.

South Florida Boys Choir, Inc., The **$14,545**

9966 W. Hibiscus Street, Miami, FL 33157
Organization Established in 1999

Summer Music Institute

Grant funds are requested to expand programming for children ages 8-17, to attend the South Florida Boys Choir Summer Music Institute free of charge, to be held at RR Moton Elementary school in South Miami-Dade County from June 4 - June 29. Program activities include daily artistic rehearsals (voice and theory); keyboarding and percussion training; movement/dance; digital composing; academic tutorials in basic skills development; reading, math and grammar. In addition, students will have the opportunity to participate in recreational and arts related field trips, and experience hands-on workshops taught by music industry professionals, as well as perform in a formal student concert open to the public.

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
FY2006-2007 SUMMER ARTS & SCIENCE CAMPS FOR KIDS (SAS-C)
GRANTS PROGRAM

FY2006-07 Award

Thomas Armour Youth Ballet, Inc. **$17,068**

5818 SW 73 Street, South Miami, FL 33143
Organization Established in 1951

Summer Camp Programs

Grant funds are requested to support program expansion and scholarships for disadvantaged children and youth ages 3-18, to attend the TAYB's Summer Camp Program to be held at 4 sites (South Miami, Little Haiti, Homestead and West Coconut Grove) from June 11 - August 3. Program activities vary according to age, ability and interest and include ballet, creative movement, pointe, advanced technique, partnering, choreography, jazz, vocabulary, lectures, film and classes specifically geared towards boys.

University of Miami Frost School of Music **$19,394**

P.O. Box 24-8165, Coral Gables, FL 33124-7610
Organization Established in

Young Musician's Camp

Grant funds are requested to enhance programming and support 40 new full scholarships for elementary through high school students, to attend the Young Musician's Camp to be held at the UM Frost School of Music from June 25 - July 6 and July 9 - 20. Program activities include intensive musical training in 3 levels according to ability: Junior, Intermediate and Honors, with a specific curriculum designed for each level. All students participate in ensembles, such as orchestra, jazz band, guitar, piano, and vocal ensemble. In upper divisions, students have the opportunity to participate in chamber music, small group, composition, midi, advanced jazz-rock ensemble, jazz piano, and more. Each session culminates in a student performance at the Gusman Concert Hall, free and open to the public.

MIAMI-DADE COUNTY

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
«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 is the result of an extensive public review process, which found that the Grantee is performing a public service through its programs and projects, and is awarded as follows:

GRANTEE AND GRANT DESCRIPTION

1.	GRANTEE:	«ORGANIZATION» (EIN# «FEDERAL_ID») «ADDRESS», «CITY», «STATE» «ZIP»
2.	AMOUNT OF GRANT:	«AWARD»
3.	PROJECT:	«PROJECT_TITLE» (as described in the program application and any revisions attached hereto)
4.	ITEMIZED PROJECT BUDGET:	(as described in the Reinstatement of Project Budget attached hereto)
5.	GRANT START DATE:	«PROJECT_START_DATE»
6.	GRANT END DATE:	«PROJECT_END_DATE»
7.	REPORT DEADLINE:	«REPORT_DUE_DATE»

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

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

_____
Clerk, Miami-Dade County
Board of County Commissioners

_____
County Manager/Designee

GRANTEE:

Articles I, II, III, IV and V, together with their exhibits, the Restatement of Project Budget, original application and Universal Affidavit, make up this grant award contract. In signing this article, the undersigned officials, on behalf of the Grantee, certify that they have read and will abide by the terms and considerations set forth in the General Terms and Conditions for Grants (Articles II, III, IV and V) dated July, 2005 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.

(Grantee's Corporate Seal)

_____
Signature Authorized Official #1

_____
Printed Name/Title Authorized Official #1

_____
Signature Authorized Official #2

_____
Printed Name/Title Authorized Official #2

Approved for form and legal sufficiency by the Miami-Dade County Attorney (7/2005).

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
GENERAL TERMS AND CONDITIONS FOR GRANTS (October, 2006) – 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 Manager or his designee. The County Manager has delegated the responsibility of administering this grant to the Director of the Miami-Dade County Department of Cultural Affairs, who shall be referred to herein as the "Director."

2. **Amount and Payment of Grant Award:** The total amount of the grant is specified in Article I.2. By making this grant, Miami-Dade County assumes no obligation to provide financial support of any type whatever in excess of the total grant amount. Cost overruns are the sole responsibility of the Grantee. Grant funds will be supplied to the Grantee once the award is approved and subject to the conditions and limitations as outlined in the Agreement and its accompanying articles and attachments.

Miami-Dade County's obligation to pay the award under the Agreement is contingent upon an appropriation by the Miami-Dade County Mayor and the Board of County Commissioners and on the availability of funds. In the event that County funds on which the Agreement is dependent do not materialize or are withdrawn, the Agreement is terminated and the County has no further liability to the Grantee, beyond that already incurred by the termination date. In the event of a County revenue shortfall, the total grant will be reduced accordingly. Such termination or reduction of the total grant shall not affect the responsibility of the Grantee under the Agreement as to those funds distributed.

3. **Project Description:** The Grantee may use the grant only for the purposes which are specifically described in Article I.3, designated "Project," as documented in the Grantee's program application and in accordance with the published guidelines of the grant program through which this grant is being awarded. Any necessary changes in the scope of the project are cited in the attached Restatement of Project Budget. Further, it is expressly understood and agreed that the Grantee's program(s) supported by these grant funds must be open and accessible to the public, provide public exposure and benefit the public unless otherwise noted under Article V, "Special Conditions," of the Agreement.

Minor project revisions believed to be necessary for the purpose of completing the project, but which do not substantially alter the original project its quality, impact, or benefit to the organization, the County or its citizens, must be requested in writing to the Director sufficiently prior implementation of revisions for the Director's approval. Minor revisions include, but are not limited to those affecting project scope, venue, timeframe and participants. The Director will make the final determination on revisions within fourteen (14) business days of the date of receipt of the request in the Department of Cultural Affairs' offices.

4. **Project Budget:** The Grantee agrees to demonstrate fiscal stability and the ability to administer grant funds responsibly and in accordance with standard accounting practices by developing and adhering to a project budget that is based upon reasonable revenue development and expenditures projected to accomplish the project covered under the Agreement. This budget is referenced in Article 1.4. and is attached to the Agreement as the Restatement of Project Budget, and the Grantee agrees that all expenditures will be subject to the terms of the Agreement and will not significantly deviate from the budget included as a part of the Grantee's program application or funding request information provided to the Miami-Dade County Department of Cultural Affairs. Any grant expense budget. **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 h 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 t form specific to the program through which this grant is being awarded. **The Grantee agrees and expressly understands that in making Final Report to the Department, any deviation from the grant expense budget attached to the Agreement as the Restatement of Project Budget must be requested in writing to the Director for his consideration prior to the Grant End Date stated in Article 1.6 and that any requested**

changes may not exceed twenty-five percent (25%) of the total amount of the grant award. The Director, at his sole discretion, may require the Grantee to submit interim reports demonstrating progress on the project and accounting for project expenses to date. The Director may also require that a compilation statement or independent financial audit encompassing the entire grant period and accounting for the expenditure of grant funds be prepared by an independent certified public accountant at the expense of the Grantee.

With the exception of grants made through the Major Cultural Institutions Grants Program and the Cultural Advancement Grants Program, the Grantee shall attach to the Final Report, copies of original documentation conclusively demonstrating the expenditure of funds for the items indicated in the Restatement of Project Budget as grant award expenses. Documentation shall include, but not be limited to, copies of original bills, invoices, vouchers, receipts, and copies of canceled checks (front and rear) clearly designating payment for expenses associated with the event. Cash transactions are not acceptable unless a copy of a contract, invoice, receipt or other documentation supporting such cash payment is received, marked "paid" and signed by the recipient of the cash. The Director reserves the right to request original documentation to substantiate grant expenditures.

In the case of grants made through the Major Cultural Institutions Grants Program, the Grantee shall submit an independent financial audit of the fiscal year encompassing the grant period as part of its Final Report. If an audit is not prepared in time to meet the Final Report deadline, a compilation statement encompassing the grant period prepared by an independent certified public accountant or corporate financial officer, attesting to the Grantee's financial position as reported and to the Grantee's total compliance with the provisions of the grant, may be submitted in the interim until such time as the final audit is available.

In the event that the Grantee fails to submit the required Final Report by the deadline date specified in Article 1.7., the Director may terminate the Agreement in accordance with Article II.14. Further, the Director or his designee must approve this report before the Grantee is deemed to have met all conditions of the grant award.

7. **Program Monitoring and Evaluation:** The Director or his designee may monitor and conduct an evaluation of the Grantee's operations and the project for which this grant is provided, which may include visits by County representatives to: observe the project or Grantee's programs, procedures, and operations; discuss the Grantee's programs with the Grantee's personnel; and/or evaluate the public impact of these funded events and activities.

Upon request, the Grantee shall provide the Director with notice of all meetings of its Board of Directors or governing board, general activities and project-related events. In the event the Director or his designee conclude, as a result of such monitoring and/or evaluation, that the Grantee is not in compliance with the terms of the Agreement, is not fulfilling other program requirements or stipulations for which this Grant has been provided or for other reasons which significantly impact on the Grantee's ability to fulfill the conditions of this grant award, the Director or his designee must provide in writing to the Grantee, within thirty (30) days of the date of said monitoring/evaluation, notice of the inadequacy or deficiencies noted which may significantly impact on the Grantee's ability to complete the project or fulfill the terms of the Agreement within a reasonable time frame. If Grantee refuses or is unable to address the areas of concern within thirty (30) days of receipt of such notice, the Director, at his discretion, may take other actions, which may include the withholding, reduction or rescission of grant funds until such time as the Grantee can demonstrate that such issues have been corrected.

Further, in the event that the Grantee refuses or is unable to address the areas of concern and the grant award has been disbursed in full or in part, then the Director may request the return of the full or partial grant award. The Director may also institute a moratorium on applications from the Grantee to Department of Cultural Affairs grants programs for a period of up to one (1) year or until the deficient areas have been addressed to the satisfaction of the Director, whichever occurs first.

8. **Bank Accounts and Bonding:** Monies received pursuant to the Agreement shall be kept in accounts in established Florida banks, credit unions or savings and loan associations whose identity shall be disclosed in writing, with the identity and title of individuals whom the Grantee authorizes to withdraw or write checks on grant funds from the banking institution identified on the "Bank Account Disclosure" form submitted by the Grantee. These accounts need not be accounts which are segregated from other accounts maintained by the Grantee. However, it is highly recommended that the Grantee maintain a separate account for these grant funds.

9. **Accounting and Financial Review:** The Grantee must keep accurate and complete books and records for all receipts and expenditures of this grant award and any matching funds required in conformance with reasonable general accounting standards. These books and records, as well as all documents pertaining to payments received and made in conjunction with this grant, such as vouchers, bills, invoices, receipts and canceled checks, shall be retained in Miami-Dade County in a secure place and in an orderly fashion by the Grantee for at least two (2) years after: the Grant End Date specified in Article I.6.; the expiration of an extended grant period as approved by the Director; the completion of a County requested or mandated audit or compliance review; the conclusion of a legal action involving the grant award, the Grantee and/or project or activities related to the grant award.

The Director or his designee may examine these books, records and documents at the Grantee's offices or other approved site under the direct control and supervision of the Grantee during regular business hours and upon reasonable notice. Furthermore, the Director may, upon reasonable notice and at the County's expense, audit or have audited all financial records of the Grantee, whether or not purported to be related to this grant.

10. **Publicity and Credits:** The Grantee must include the following credit line in all promotional and marketing materials related to this grant including web sites, news and press releases, public service announcements, broadcast media, event programs, and publications: "With the support of the Miami-Dade County Department of Cultural Affairs and the Cultural Affairs Council, the Miami-Dade County Mayor and Board County Commissioners." The grantee must also use the Department's logo in marketing and publicity materials whenever possible. Please call the Department to request an electronic logo file or download it from our website (www.miamidadearts.org).

In addition, grantees shall include The Children's Trust logo (available for download at (www.thechildrenstrust.org/MediaKit.asp) and the following statement in all materials related to the grant project, including but not limited to newsletters, press releases, brochures, fliers, websites or any other materials for dissemination to the media or general public:

"The (insert event/program name) is funded by The Children's Trust. The Trust is a dedicated source of revenue established by voter referendum to improve the lives of children and families in Miami-Dade County."

Note: In cases where funding by The Children's Trust represents only a percentage of the grantee's overall funding, the above language can be altered to read "The (insert event/program name) is funded in part by The Children's Trust..."

11. **Liability and Indemnification:** It is expressly understood and intended that the Grantee, as the recipient of grant funds, is not an officer, employee or ~~agent of~~ Miami-Dade County, its Board of County Commissioners, its Mayor, the Department of Cultural Affairs or the Cultural Affairs Council. Further, for purposes of the Agreement and the grant project or activity, the parties hereto agree that the Grantee, its officers, agents and employees are independent contractors.

The Grantee shall take all actions as may be necessary to ensure that its officers, agents, employees, assignees and/or subcontractors shall not act as nor give the appearance of that of an agent, servant, joint venturer, collaborator or partner of the Department of Cultural Affairs, the Cultural Affairs Council, the Miami-Dade County Mayor, the Miami-Dade County Board of County Commissioners, or its employees.

The Grantee agrees to be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in the Agreement, including entering into subcontracts with vendors for services and commodities, provided that it is understood by the Grantee that Miami-Dade County shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract, and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

The Grantee shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, law suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Agreement by the Grantee or its employees, agents, servants, partners, principals or subcontractors. The Grantee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the County, where applicable including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The Grantee expressly understands and agrees that any insurance protection required by the Agreement or otherwise provided shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the County or its officers, employees, agents and instrumentalities as herein provided.

12. **Assignment:** The Grantee is not permitted to assign this grant award or any portion thereof. Any purported assignment will render this grant null and void and the Grantee shall be subject to immediate rescission of the full amount of the grant award and reimbursement by the Grantee of its full value to the County.

13. **Compliance with Laws:** It shall be a contractual obligation of the Grantee hereunder, that during the term of the Agreement, the Grantee agrees to abide by and be governed by all applicable federal, state and county laws and the terms of grants made to Miami-Dade County and the Miami-Dade County Department of Cultural Affairs and Cultural Affairs Council, of which this grant is a sub grant, including, but not limited to the following Miami-Dade County Ordinances, Resolutions, sections of the County Code and federal laws:

(a) County Ordinance No. 72-82 - Miami-Dade County's Conflict of Interest and Code of Ethics Ordinance - as amended, which is incorporated herein by reference as if fully set forth herein;
(b) Section 2-8.1- of the Miami-Dade County Code - Ownership Disclosure;
(c) County Ordinance No. 90-133- Amending Sec. 2-8.1; (d)(2) - Employment Disclosure;
(d) Section 2-8.6 -of the County Code - Criminal Record;
(e) County Resolutions R-202-96, R-206-96, R-13211-99;
(f) County Ordinance No. 92-15 codified as Section 2-8.1.2 of the County Code - Employment Drug-free Workplace;
(g) County Ordinance No. 142-91 codified as Section 11A -29 et. seq. of the County Code – Family Leave;

(h) 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;

(i) Section 2-8.1 (c) of the County Code regarding Delinquent and Currently Due Fees or Taxes;

(j) Resolution R-1206-97 regarding Welfare Reform Work Participation.

The Grantee has certifiably indicated compliance with these laws, ordinances and resolutions by properly executing the affidavits attached hereto.

Further, all funded activities must provide equal access and equal opportunity in employment and services, and may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation or physical ability, in accordance with Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972 as amended (42 U.S.C. 2000d et seq.), the Americans with Disabilities Act (ADA) of 1990, Section 504 of the Rehabilitation Act of 1973, and Miami-Dade County ordinances No. 97-170, § 1, 2-25-97 and No. 98-17, § 1, 12-1-98.

14. **Remedies:** In the event the Grantee shall fail to materially conform with any of the provisions of the Agreement or its attachments referenced herein, the Director may withhold or cancel all, or any, unpaid installments of the grant upon giving five (5) calendar days written notice to the Grantee, and the County shall have no further obligation to the Grantee under the Agreement. Further, in the event of a material breach of any term or condition of the Agreement, upon five (5) calendar days written demand by the Director, the Grantee shall repay to Miami-Dade County all portions of the grant which have been received by the Grantee, but which have not actually been disbursed by the Grantee as of the date that the written demand is received.

In the event this grant is canceled or the Grantee is requested to repay grant funds because of a breach of the Agreement, the Grantee will not be eligible to apply to the Miami-Dade County Department of Cultural Affairs for another grant for a period of one (1) year, commencing on the date the Grantee receives notice in writing of the breach of the Agreement. Further, the Grantee will be liable to reimburse Miami-Dade County for all unauthorized expenditures discovered after the expiration of the grant period. The Grantee will also be liable to reimburse the County for all lost or stolen grant funds.

Grant funds which are to be repaid to Miami-Dade County pursuant to this Section or other Sections in the Agreement, are to be repaid by delivering to the Director a certified check for the total amount due, payable to the Miami-Dade County Board of County Commissioners.

These provisions do not waive or preclude the County from pursuing any other remedy, which may be available to it under the law.

15. **Indulgence Will Not Be A Waiver of Breach:** The indulgence of either party with regard to any breach or failure to perform any provision of the Agreement shall not be deemed to constitute a waiver of the provision or any portion of the Agreement either at the time the breach or failure occurs or at any time throughout the term of the Agreement.

16. **Written Notices:** Any written notices required under the Agreement will become effective when delivered in person or upon the receipt of a certified letter addressed to the Grantee at the address specified in Article I.1 of the Agreement, and to the Director when addressed as follows: Director, Miami-Dade County Department of Cultural Affairs, 111 NW First Street, Suite 625, Miami, Florida 33128.

17. **Captions Used in the Agreement:** Captions as used in the Agreement are for convenience of reference only and should not be deemed or construed as in any way limiting or extending the language or provisions to which such captions may refer.

18. **Contract Represents Total Agreement:** The Agreement, including its special conditions and attachments, represents the whole and total agreement of the parties. No representations, except those contained within the Agreement and its attachments, are to be considered in construing its terms. Other than as specified in this agreement, no modifications or amendments may be made to the Agreement unless made in writing, signed by both parties, and approved by appropriate action by the Miami-Dade County Board of County Commissioners and Mayor.

ARTICLE III - INSURANCE

The Grantee must maintain and shall furnish upon request to the Director or his designee, certificates of insurance indicating that insurance has been obtained which meets the requirements as outlined below:

1. Workers' Compensation Insurance for all employees of the Grantee as required by Chapter 440 Florida Statutes.
2. Public Liability Insurance on a comprehensive policy in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage.
3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the project, in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage.

The insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

1. The Company must be rated no less than "B" as to the management, and no less than "Class V" as to financial strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division; or,
2. The Company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida," issued by the State of Florida Department of Insurance, and is a member of the Florida Guaranty Fund.

Certificates must indicate that no modification or change in insurance shall be made without thirty (30) days advance written notice to the certificate holder.

Modification or waiver of any of the aforementioned insurance requirements is subject to the approval of the County's Risk Management Division. The Grantee shall notify the County of any intended changes in insurance coverage, including any renewals of existing policies.

ARTICLE IV - TERMINATION

If, for any reason, the Grantee shall fail to fulfill in a timely and proper manner its obligations under the Agreement, or should violate any of the covenants, agreements, or stipulations of the Agreement, the County shall thereupon have the right to terminate the Agreement by giving writ notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) days before the effective date of su 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

None.