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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: December 2, 2008

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

From: George M. Burgess
County Manager

Agenda Item No. 10(A)(1)

Resolution No. R-1353-08

Subject: FY 2008-2009 Community Grants Program – First Quarter Recommendations

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Recommendation
It is recommended that the Board approve the funding of 29 grants for a total of $150,000 from the FY 2008-2009 Community Grants Program – First Quarter. Attached is a list describing the projects being recommended for funding.

Scope
The impact of this agenda item is countywide.

Fiscal Impact/Funding Source
Funding for the Community Grants Program comes from Department of Cultural Affairs' proprietary revenues approved in the FY 2008-2009 budget.

Track Record/Monitor
Each recommended, non-profit cultural organization has a track record of following Departmental grant requirements and contractual conditions. Michael Spring, Director of the Miami-Dade Department of Cultural Affairs, is responsible for monitoring the grant contracts.

Background
The FY 2008-2009 Community Grants Program panel convened on September 18, 2008 to review 29 applications requesting $251,485 for the First Quarter of the program. The Panel recommended funding all 29 applicants for a total of $150,000. The Cultural Affairs Council approved these recommendations at their meeting on September 24, 2008.

The projects selected for funding represent a diversified range of activities and demographic locations. In its deliberations, the panel carefully considered and applied the Community Grants guidelines, as outlined below.

The Community Grants Program is responsive on a quarterly basis to organizations, which develop small and large-scale community-based programs, projects, events, and publications. The program is particularly sensitive to the needs of: 1) indigenous cultural neighborhood activities and projects encouraging the preservation of heritage, traditions and culture; and 2) social service organizations and cultural groups developing collaborative intervention projects.

Each applicant organization was evaluated specifically based on the following competitive review criteria: 1) quality of program; 2) administrative capability; 3) marketing strategy; 4) fundraising efforts; and 5) geographic location of event.

Assistant County Manager

MEMORANDUM

(Revised)

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

DATE: December 2, 2008

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

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

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**

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Approved _____ Mayor

Veto _____

Override _____

Agenda Item no. 10(A)(1)
12-2-08

RESOLUTION NO **R-1353-08**

RESOLUTION AUTHORIZING THE APPROVAL OF TWENTY-NINE (29) GRANTS FROM THE DEPARTMENT OF CULTURAL AFFAIRS FY 2008-2009 COMMUNITY GRANTS PROGRAM –FIRST QUARTER WITH 2B; AMERICAN INSTITUTE OF POLISH CULTURE, INC. (AIPC), THE; ARCHDIOCESE OF MIAMI, INC. FOR THE BENEFIT OF THE OFFICE OF YOUTH AND YOUNG ADULT MINISTRY; ARTE DEL BARRIO CORP; ARTS & BUSINESS COUNCIL OF MIAMI, INC. A/F/A FOR PERFECTLY YOURS; BOCA RATON MUSEUM OF ART A/F/A FOR JOHN HENRY'S PENINSULA PROJECT; CARIBISLES SPORTS CLUB, INC.; CENTRO CULTURAL BRASIL-USA DA FLORIDA, INC.; COMMUNITY HEALTH OF SOUTH FLORIDA, INC.; CORAL GABLES MUSEUM CORP., THE; CULTURE IN THE CITY, INC. A/F/A FOR ALETTE SIMMONS "GIANTS IN THE CITY"; DADE COMMUNITY FOUNDATION, INC. A/F/A FOR SAINT MARTHA CONCERTS AND CULTURAL AFFAIRS, INC.; FRIENDS OF THE MIAMI-DADE PUBLIC LIBRARY, INC.; GERMAN SCHOOL OF SOUTH FLORIDA, INC., THE; GREATER SOUTH DADE/SOUTH MIAMI/KENDALL CHAMBER OF COMMERCE, INC., D/B/A CHAMBER SOUTH; M. ATHALIE RANGE CULTURAL ART FOUNDATION, INC.; MARTI PRODUCTIONS; MERRICK FESTIVAL, INC.; MIAMI BEACH ARTS TRUST, INC.; MIAMI BEACH COMMUNITY DEVELOPMENT CORPORATION, INC. A/F/A FOR BAKER COMPANY, 2ND INFANTRY DIVISION; MIAMI CHAPTER OF THE AMERICAN INSTITUTE OF ARCHITECTS, INC.; MIAMI-DADE COUNTY PARKS AND RECREATION - DEERING ESTATE AT CUTLER DIVISION; NATIONAL CENTER FOR CREATIVE AGING; PIAG MUSEUM, INC.; RICHMOND HEIGHTS HOMEOWNERS ASSOCIATION, INC.; SAINT ANDREW GREEK ORTHODOX CHURCH OF KENDALL, INC.; SOUTH FLORIDA NATIONAL PARKS TRUST, INC.; SUNFLOWER SOCIETY, INC.; VOICES UNITED, INC.;

AND AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE TO EXERCISE 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 approves the funding of twenty-nine (29) grants for a total of $150,000 from the Department of Cultural Affairs FY 2008-2009 Community Grants Program –First Quarter as follows:

1.	2B	$4,415
2.	American Institute of Polish Culture, Inc. (AIPC), The	$2,916
3.	Archdiocese of Miami, Inc. for the Benefit of The Office of Youth and Young Adult Ministry	$2,916
4.	Arte del Barrio Corp	$4,415
5.	Arts & Business Council of Miami, Inc. a/f/a for Perfectly Yours	$7,416
6	Boca Raton Museum of Art a/f/a for John Henry's Peninsula Project	$4,916
7.	Caribisles Sports Club, Inc.	$6,265
8.	Centro Cultural Brasil-USA da Florida, Inc.	$7,416
9.	Community Health of South Florida, Inc.	$3,466
10.	Coral Gables Museum Corp., The	$6,966
11.	Culture in the City, Inc. a/f/a for Alette Simmons "Giants in the City"	$6,416
12.	Dade Community Foundation, Inc. a/f/a for Saint Martha Concerts and Cultural Affairs, Inc. Friends of the	$5,915

13. Miami-Dade Public Library, Inc.	$7,416
14. German School of South Florida, Inc., The	$4,915
15. Greater South Dade/South Miami/Kendall Chamber of Commerce, Inc., d/b/a Chamber South	$7,416
16. M. Athalie Range Cultural Art Foundation, Inc.	$4,915
17. Marti Productions	$3,916
18. Merrick Festival, Inc.	$7,416
19. Miami Beach Arts Trust, Inc.	$4,915
20. Miami Beach Community Development Corporation, Inc. a/f/a for Baker Company, 2nd Infantry Division	$3,916
21. Miami Chapter of the American Institute of Architects, Inc.	$3,916
22. Miami-Dade County Parks and Recreation - Deering Estate at Cutler Division	$4,915
23. National Center for Creative Aging	$5,415
24. PIAG Museum, Inc.	$2,916
25. Richmond Heights Homeowners Association, Inc.	$4,915
26. Saint Andrew Greek Orthodox Church of Kendall, Inc.	$4,415
27. South Florida National Parks Trust, Inc.	$5,415
28. Sunflower Society, Inc.	$4,915
29. Voices United, Inc.	$4,915

in substantially the form of the agreement attached hereto and made a part hereof; and authorizes the County Mayor or his designee 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 **Joe A. Martinez** 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 2nd day of December, 2008. 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

MIAMI-DADE COUNTY

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
Community Grants Program - «QUARTERCATEGORY»

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 Mayor or County Mayor's designee

GRANTEE:

Articles I, II, III, IV and V, together with their exhibits, the Restatement of Project Budget, original application and Universal Affidavit, make up this grant award contract. In signing this article, the undersigned officials, on behalf of the Grantee, certify that they have read and will abide by the terms and considerations set forth in the General Terms and Conditions for Grants (Articles II, III, IV and V) dated April, 2008 as provided with the grant award package, and with those provisions outlined in the notarized and attached Universal Affidavit. Further, the Grantee agrees that the funded project will be executed in substantially the form outlined in the original application as approved for funding; in accordance with the program guidelines of the Community Grants Program; and within the scope of budget submitted in the attached Restatement of Project Budget.

(Grantee's Corporate Seal)

_____
Signature Authorized Official #1

_____
Printed Name/Title Authorized Official #1

_____
Signature Authorized Official #2

_____
Printed Name/Title Authorized Official #2

Approved for form and legal sufficiency by the Miami-Dade County Attorney (4/2008).

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
GENERAL TERMS AND CONDITIONS FOR GRANTS (April, 2008) – ARTICLES II, III, IV and V

ARTICLE II

1. **Parties:** The parties to the Grant Award Agreement, which shall be referenced herein as the "Agreement," are the Grantee listed in Article I.1, and Miami-Dade County, Florida, a political subdivision of the State of Florida. The Home Rule Charter authorizes Miami-Dade County to provide for the uniform health and welfare of the residents throughout the County, and further provides that all functions not otherwise specifically assigned to others under the Charter, shall be performed under the supervision of the County Mayor or his designee. The County Mayor has delegated the responsibility of administering this grant to the Director of the Miami-Dade County Department of Cultural Affairs, who shall be referred to herein as the "Director."

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

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

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

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

4. **Project Budget:** The Grantee agrees to demonstrate fiscal stability and the ability to administer grant funds responsibly and in accordance with standard accounting practices by developing and adhering to a project budget that is based upon reasonable revenue development and expenditures projected to accomplish the project covered under the Agreement. This budget is referenced in Article 1.4 and is attached to the Agreement as the Restatement of Project Budget, and the Grantee agrees that all expenditures will be subject to the terms of the Agreement and will not significantly deviate from the budget included as a part of the Grantee's program application or funding request information provided to the Miami-Dade County Department of Cultural Affairs. **The Grantee agrees and expressly understands that any grant budget revisions including line item changes necessary for the purpose of completing the project must be requested in writing to the Director for his consideration prior to the Grant End Date stated in Article 1.6 and that any requested changes may not exceed twenty-five percent (25%) of the total amount of the grant award.** The Director will approve or disapprove the Grantee's request in writing within fourteen (14) business days of the date of receipt of the request in the Department's offices.

5. **Grant End Date:** The Grantee shall encumber all grant and matching funds on or before the Grant End Date as outlined in Article I.6. Any grant funds not encumbered by the Grant End Date or for which a project extension has not been requested, or any encumbered funds not expensed within forty-five (45) days of the Grant End Date shall revert to the Department and the Agreement shall be terminated in accordance with Article II.14. A project extension may be requested in writing from the Director at least thirty (30) business days prior to the Grant End Date. The Director, at his discretion, may grant an extension of up to

one (1) year of the Grant End Date so long as such extension will not significantly alter the project including its quality, impact, or benefit to the organization, the County or its citizens.

6. Report Deadline: To demonstrate that the Grantee has used the grant award for the project as approved (Article I.3.) and the Itemized Project Budget (Article I.4.) as attached to the Agreement as the Restatement of Project Budget, and has met and fulfilled all requirements as outlined in the Agreement, original application, and any other substantive materials as may be attached or included as a condition to this grant award, the Grantee must submit to the Director or his designee, a written Final Report documenting that the Grantee is meeting or has fulfilled all project and financial requirements. This report is to be received by the Director or his designee by the date specified in Article 1.7. in the form specific to the program through which this grant is being awarded. **The Grantee agrees and expressly understands that in making Final Report to the Department, any deviation from the grant expense budget attached to the Agreement as the Restatement of Project Budget must be requested in writing to the Director for his consideration prior to the Grant End Date stated in Article 1.6 and that any requested changes may not exceed twenty-five percent (25%) of the total amount of the grant award.** The Director, at his sole discretion, may require the Grantee to submit interim reports demonstrating progress on the project and accounting for project expenses to date. The Director may also require that a compilation statement or independent financial audit encompassing the entire grant period and accounting for the expenditure of grant funds be prepared by an independent certified public accountant at the expense of the Grantee.

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

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

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

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

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

Further, in the event that the Grantee refuses or is unable to address the areas of concern and the grant award has been disbursed in full or in part, then the Director may request the return of the full or partial grant payment. At the Director's sole discretion, a Grantee found to be deficient or in default of a previous grant contract may be declared permanently ineligible to apply to the Department of

Cultural Affairs' grants programs. Reinstating the Grantee's eligibility to apply is also at the Director's sole discretion, and may only be considered subsequent to all deficient areas on prior grants having been addressed to the satisfaction of the Director.
If Grantee is not in compliance with the conditions of any other County agreement, the Director, at his discretion, may take other actions, which may include the withholding, reduction or rescission of grant funds until such time as the Grantee can demonstrate that such issues have been corrected.

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

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

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

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

By accepting County funds, the grantee is required to recognize and acknowledge Miami-Dade County's grant support in a manner commensurate with all contributors and sponsors of its activities at comparable dollar levels.

Grantees through the Department's All Kids Included initiative, Summer Arts and Science Camps for Kids (SAS-C), Youth Arts Enrichment program (YEP), and Youth Arts Miami (YAM) grants programs must include The Children's Trust logo (available for download at www.thechildrenstrust.org/MediaKit.asp) and the following statement in all materials related to the grant project, including but not limited to newsletters, press releases, brochures, fliers, websites or any other materials for dissemination to the media or general public:

> "The (insert event/program name) is funded by The Children's Trust. The Trust is a dedicated source of revenue established by voter referendum to improve the lives of children and families in Miami-Dade County."
>
> Note: In cases where funding by The Children's Trust represents only a percentage of the grantee's overall funding, the above language can be altered to read: "The (insert event/program name) is funded in part by The Children's Trust ....."

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

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

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

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

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

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

(a) County Ordinance No. 72-82 - Miami-Dade County's Conflict of Interest and Code of Ethics Ordinance - as amended, which is incorporated herein by reference as if fully set forth herein;
(b) Section 2-8.1- of the Miami-Dade County Code - Ownership Disclosure;
(c) County Ordinance No. 90-133- Amending Sec. 2-8.1; (d)(2) - Employment Disclosure;
(d) Section 2-8.6 -of the County Code - Criminal Record;
(e) County Resolutions R-202-96, R-206-96, R-13211-99;
(f) County Ordinance No. 92-15 codified as Section 2-8.1.2 of the County Code - Employment Drug-free Workplace;
(g) County Ordinance No. 142-91 codified as Section 11A -29 et. seq. of the County Code – Family Leave; County Resolution R-385-95 - Miami-Dade County Disability Nondiscrimination Affidavit, incorporating the following Federal laws and Acts:
    (1) The Americans with Disabilities Act of 1990 (ADA), Pub.L. 101-336, 104 Stat. 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment;
    (2) Title II, Public Services;
    (3) Title III, Public Accommodation and Services Operated by Private Entities; and Section 504 of the Rehabilitation Act of 1973;
    (4) Title IV, Telecommunications;
    (5) Title V, Miscellaneous Provisions: The Rehabilitation Act of 1973,29 U.S.C. Section 794; The Federal Transit Act, as amended 49 U.S.C. Section 1612; The Fair House Act as amended, 42 U.S.C. Section 3601 - The foregoing requirements of this section shall 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;

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

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

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

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

In the event this grant is canceled or the Grantee is requested to repay grant funds because of a breach of the Agreement, the Grantee may be declared permanently ineligible to apply to the Department of Cultural Affairs' grants programs. Reinstating the Grantee's eligibility to apply is also at the Director's sole discretion, and may only be considered subsequent to all deficient areas on prior grants having been addressed to the satisfaction of the Director. Further, the Grantee will be liable to reimburse Miami-Dade County for all unauthorized expenditures discovered after the expiration of the grant period. The Grantee will also be liable to reimburse the County for all lost or stolen grant funds.

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

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

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

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

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

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

ARTICLE III - INSURANCE

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

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

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

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

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

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

ARTICLE IV - TERMINATION

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

Notwithstanding the above, the Grantee shall not be relieved of liability to the County by virtue of any breach of the Agreement by the Grantee, and the County may withhold any payments to the Grantee until such time as the exact amount of damages due to the County from the Grantee is determined.

ARTICLE V - SPECIAL CONDITIONS

Indirect costs may not be assigned to, charged against or debited from County grant funds.

Organization/Project Description	*FY2008-2009 Recommendation*

1 2B

51 NW 36th Street, Miami, FL 33127 — $4,415
Organization Established in 2005
Making Art Accessible: Demystifying Art Appreciation and Collection
October 3rd & 17th November 7th, & 21st and December 5th & 19th, 2008

Funds are requested to support a new series of workshops designed to make contemporary art accessible to and for the general public. For each workshop, a local emerging artist, a curator and a collector will lead a discussion of how to identifiy and appreciate quality pieces. This important series will kick-off the season leading up to and including Art Basel Miami Beach.

2 American Institute of Polish Culture, Inc. (AIPC), The

1440 79th Street Causeway, Suite 117, Miami, FL 33141 — $2,916
Organization Established in 1972
"Good News" Magazine
October 20, 2008

Funds are requested to support the publication of the "Good News" Magazine. This is an annual, cultural publication of the AIPC that contains academic articles about Polish culture, history, science and traditions as well as announcements of upcoming educational and cultural events throughout the year. Free copies are sent to local libraries, schools and cultural centers throughout Miami-Dade County as well to national and international members of AIPC.

3 Archdiocese of Miami, Inc. for the Benefit of The Office of Youth and Young Adult Ministry

9401 Biscayne Boulevard, Miami, FL 33138 — $2,916
Organization Established in 2005
Youth Cultural Festival
October 24,25,& 26, 2008

Funds are requested to support a three day Youth Cultural Festival. This festival will consist of music concerts, plays, dance performances and an art exhibition that will be presented by youth throughout Miami-Dade County. This event will draw more than 400 youth in the area.

4 Arte del Barrio Corp

24 NE 63rd Street, Miami, FL 33138 — $4,415
Organization Established in 2003
We the People
November 22, 2008

Funds are requested to support a multimedia art project, "We the People," that will provide performance opportunity to young emerging, local artists. Over 25 local artists representing different artistic disciplines such as visual arts, music, theater, film and dance will be a part of this multimedia art exhibit at a local gallery and the exhibit is open to the public.

5 Arts & Business Council of Miami, Inc. a/f/a for Perfectly Yours

P.O. Box 012100, Miami, FL 33101 — $7,416
Organization Established in 1985
Perfectly ME! and My Arts Adventure
November 1st through December 15th, 2008

Funds are requested to support the distribution of a free children's activity book, "Perfectly ME! & My Arts Adventure," along with free outreach programs for families to enjoy at the Miami Book Fair International and Art Basel Miami Beach. These activity books will serve as a cultural passport for children and their families to enhance their experiences at these two events and more.

Organization/Project Description	*FY2008-2009 Recommendation*

6 Boca Raton Museum of Art a/f/a for John Henry's Peninsula Project

501 Plaza Real, Mizner Park, Boca Raton, FL 33432 — $4,916
Organization Established in 1955
Drawing in Space: The Peninsula Project
November 29, 2008 through May 28, 2009

Funds are requested to support the monumental sculpture exhibition, John Henry's Peninsula Project in Miami. This event is free and open to the public at the Frost Art Museum and the Miami Beach Library. The installation of an 85 ft tall sculpture by reknowned artist, John Henry, will be located on the water at the Bicentennial Park and will kick off Art Basel. Miami is one of 7 cities that will be exhibiting these monumental sculptures as well as presenting gallery exhibits, school tours and lectures by the artist himself.

7 Caribisles Sports Club, Inc.

P.O. Box 260286, Pembroke Pines, FL 33026 — $6,265
Organization Established in 1993
2007 Junior Calypso Monarch Competition
October 1, 2007

Funds are requested to support calypso performances at Florida Memorial University. This annual event is the culmination of several rounds of competition which feature the 15 finalists vying for the Junior Calypso Monarch of the 2008 Caribbean Carnival season. The event promotes the talent of youths and preserves the Caribbean heritage art form of Calypso, a rich poetic from of storytelling and movement.

8 Centro Cultural Brasil-USA da Florida, Inc.

80 SW 8th Street, Ste. 2600, Miami, FL 33130 — $7,416
Organization Established in 1996
Minas Gerais, Brazil: Land of Gold and Gems, Baroque Art and Culture
November 14-16, 2008

Funds are requested to support a Brazilian cultural festival "Minas Gerais, Brazil: Land of Gold and Gems, Baroque Art and Culture" a Brazilian cultural festival taking place at the International Village during the Miami International Book Fair. This celebration of Brazilian culture will feature Brazilian delicacies, music, art, lectures, performances and literary works.

9 Community Health of South Florida, Inc.

10300 SW 216 Street, Miami, FL 33190 — $3,466
Organization Established in 1971
CHI's World AIDS Day Festival
December 1, 2008

Funds are requested to support the World AIDS Day Festival that will offer a variety of entertainment as well as a keynote speaker who is living with HIV/AIDS for the annual World AIDS Day Festival. This festival will use the arts to spread important messages regarding the devestating disease of HIV/AIDS to the South Dade community.

10 Coral Gables Museum Corp., The

P.O. Box 141687, Coral Gables, FL 33114 — $6,966
Organization Established in 2003
First Fridays Architecture and Design Lecture Series
Oct. 3, Nov. 7, Dec. 5, 2008 Feb. 6, Mar. 6, and Apr. 3, 2009

Funds are requested to support the Coral Gables Museum's six-part lecture series focusing on architecture, design, urban planning and historic and environmental preservation. Free to the public, the lecture series will be held in conjucntion with the Gables' gallery walks held the first Friday of each month. Presenters include historians, architects and college professors.

Organization/Project Description	*FY2008-2009 Recommendation*

11 Culture in the City, Inc. a/f/a for Alette Simmons "Giants in the City"

$6,416

28 West Flagler, # 305, Miami, FL 33130-1890
Organization Established in 2006
Giants in the City
December 2-7th, 2008

Funds are requested to support an outdoor, monumental exhibit of giant-sized inflatable sculptures installed along Biscayne Boulevard at the south end of Bayfront Park. More than 20,000 locals and visitors will view the work created for this project by 10 local artists. This high profile project brings international focus to Miami arts and artists during Art Basel week.

12 Dade Community Foundation, Inc. a/f/a for Saint Martha Concerts and Cultural Affairs, Inc.

$5,915

200 South Biscayne Boulevard, Suite 505, Miami, FL 33131
Organization Established in 1999
St. Martha-Yamaha 2008-2009 Concert Series
November 15, December 14, 2008, January 31, March 15, and May 16, 2009

Funds are requested to support the St. Martha-Yamaha 2008-2009 Concert Series consisting of five separate concerts, each of which brings world class music and artists at affordable prices. Audiences of diverse backgrounds come from throughout the County and the event is open to the public.

13 Friends of the Miami-Dade Public Library, Inc.

$7,416

101 West Flagler Street, Miami, FL 33130
Organization Established in 1974
Fall Cultural Programming Series
October 1 - December 31, 2008

Funds are requested to support the Miami-Dade Public Library System's Fall Cultural Programming Series, comprised of many cultural and educational presentations, art exhibits and lectures, drawing more than 15,000 visitors to 42 branch libraries from October through December. The importance of this project is to provide a sharing of cultures and to showcase public library's free resources.

14 German School of South Florida, Inc., The

$4,915

P.O. Box 431081, Miami, FL 33243
Organization Established in 1986
18th Annual Oktoberfest
October 12, 2008

Funds are requested to support the traditional German "Oktoberfest," an annual event sponsored by the German School of South Florida. The community is invited to participate in a taste of German heritage through traditional art, dance, poetry, theater and music as presented by children. This event is free and open to the public.

15 Greater South Dade/South Miami/Kendall Chamber of Commerce, Inc., d/b/a Chamber South

$7,416

6410 SW 80th Street, South Miami, FL 33143
Organization Established in 1931
37th Annual SunTrust South Miami Art Festival
November 1-2, 2008

Funds are requested to support the 37th Annual First National Bank of South Miami, South Miami Art Festival. The event is a juried Fine Arts Show, which has consistently ranked in the top 200 shows in the U.S. by Sunshine Artist Magazine. This event attracts artists from Florida, U.S. and other countries, to downtown South Miami's historical Sunset Drive business district of small independent shops.

Organization/Project Description	*FY2008-2009 Recommendation*

16 M. Athalie Range Cultural Art Foundation, Inc. — $4,915

12955 Biscayne Blvd. Suite 316, Miami, FL 33181
Organization Established in 1997
A Musical Celebration of Life
November 2, 2008

Funds are requested to support the 13th Annual Musical Celebration of Life. This year's program will honor an outstanding organization, the International Longshoreman's Association and two community pioneers, Mrs. Enid Pinkney and Dr. Dorothy Fields. The event will be held at the Miami Marriott Biscayne Bay in Downtown Miami.

17 Marti Productions — $3,916

9137 Fountainbleau Blvd, #7, Miami, FL 33172-4374
Organization Established in 2007
Fantasia Espanola II (Spanish Musical Fantasy)
November 9, 2008

Funds are requested to support the musical show "Bravo Bolero" at the Manuel Artime Theater in Little Havana. The program will feature one of the most popular Latin rhythms of our time, "the bolero," performed by well known Hispanic artists together with young rising performers in our community.

18 Merrick Festival, Inc. — $7,416

P.O. Box 143506, Coral Gables, FL 33114
Organization Established in 1991
2008 Caroling Competition
December 3-9, 2008

Funds are requested to support the 2008 Caroling Competition, an event involving 30 Miami Dade middle and senior high school choirs in a FREE, week-long event held in Coral Gables. Some 1,500 school children perform, competing for cash prizes contributed by local businesses, trusts, foundations and municipal organizations. Schools use the cash prizes to fund projects that benefit the music departments in the schools.

19 Miami Beach Arts Trust, Inc. — $4,915

1775 Washington Ave, PH2, Miami Beach, FL 33139
Organization Established in 1999
MiamiArtZine.com - online arts publication

Funds are requested to support MiamiARTzine.com, a free, vibrant, non-profit bi-weekly online magazine that fills the palpable gap in South Florida's arts coverage by showcasing the often under publicized diverse events and activites of local cultural organizations and individual artists. It includes feature stories, free classifieds, artist profiles, and more.

20 Miami Beach Community Development Corporation, Inc. a/f/a for Baker Company, 2nd Infantry Division — $3,916

945 Pennsylvania Avenue, Miami Beach, FL 33139
Organization Established in 1985
"Sand in Your Boots"
December 6 & 7, 2008

Funds are requested to support the historical display of the 1940's period wartime Miami Beach era. Authentic costumes, vehicles, equipment, memorabilia, music and wartime art will be on display to the public as well as a re-creation of wartime Miami Beach fully outfitted with authentic period displays of items that were utilized on Miami Beach during World War II. This event is free and open to the public.

Organization/Project Description	*FY2008-2009 Recommendation*

21 Miami Chapter of the American Institute of Architects, Inc. — $3,916

275 University Drive, Coral Gables, FL 33134
Organization Established in 1980
Celebrate Architecture 2008 - Architecture Week 2008
November 1-23, 2008

Funds are requested to support this three week program celebrating the artistry of architecture that will explore the important roles that green and aesthetic design, and planning play on the development of our cities, neighborhoods and buildings- past, present and future. In addition, this celebration of art and design will feature amateur photography and sandcastle building competitions as well as free lecture series open to the public.

22 Miami-Dade County Parks and Recreation - Deering Estate at Cutler Division — $4,915

16701 SW 72nd Avenue, Miami, FL 33157
Organization Established in
Living Artist Concert Series
Oct. 10, Nov. 19, 2008 & Jan. 16, Feb. 6, Mar. 20, and Apr. 19,2009

Funds are requested to support the Deering Estate's Living Artist Concert Series that combines ensemble performances with lectures, visual art exhibits and interpretive programs. The concerts acquaint the public with the best of South Florida's artistic spirit. This series is open to the public.

23 National Center for Creative Aging — $5,415

4125 Albemarle Street, NW, Washington, DC 20013
Organization Established in 2007
Creativity Matters: Miami Arts and Aging Symposium
December 8-10, 2008

Funds are requested to support a three day symposium whose purpose is to train artists and arts educators in ways to actively engage senior citizens in pursuing arts opportunities. Target audiences are arts and aging organizations (day one), artists and arts educators (day two) and institutions of higher learning (day three). This event features an art exhibition and performances and will be open to the public.

24 PIAG Museum, Inc. — $2,916

2724 Ponce de Leon Blvd., Coral Gables, FL 33134
Organization Established in 2006
Children, Youth, Earth and Water Project
October 1 through December 30, 2008

Funds are requested to support this environmental awareness art workshop. Children from several schools located throughout the county will partake in a video presentation, an environmental workshop and an art project of making art cubes from recycled materials that will be on display at schools. The workshop for students is free and the best works chosen by each principal will be exhibited at the Piag Museum and tour the county in the Piag Museum on Wheels.

25 Richmond Heights Homeowners Association, Inc. — $4,915

11225 S.W. 152nd Street, Miami, FL 33157
Organization Established in 1985
Community Tree Lighting Festival
December 15, 2007

Funds are requested to support the organization's long-standing celebration of Black Heritage through the spirit of gift-giving, song, dance and poetry in addition to recalling the pride, tradition and hope as reflected in Black History. This free event unites a unique community and brings together all ages.

Organization/Project Description	*FY2008-2009 Recommendation*

26 Saint Andrew Greek Orthodox Church of Kendall, Inc. — $4,415

7901 N. Kendall Drive, Miami, FL 33156
Organization Established in 1970
Saint Andrew Greek Festival
November 21st - 23rd, 2008

Funds are requested to support the 30th Annual St. Andrew Greek Festival which shares and preserves the rich Greek heritage and culture through traditional foods, music, dancing, wines and cuisine. This event is open to the public.

27 South Florida National Parks Trust, Inc. — $5,415

1390 South Dixie Highway, Suite 2203, Coral Gables, FL 33146
Organization Established in 1967
Community Artist Program at Biscayne National Park
November 21, 2008 - September 30, 2009

Funds are requested to support the Community Artist Program at Biscayne National Park, a visual arts program that showcases the work of South Florida artists - both established and emerging - and works of art that take their inspiration from South Florida's national parks. Four shows of original art for the 2008-2009 Community Artist Program are planned to be mounted at the Dante Fascell Visitor Center Gallery at Biscayne National Park in Homestead.

28 Sunflower Society, Inc. — $4,915

231 174th Street, #515, Sunny Isles Beach, FL 33160
Organization Established in 1971
Sunflower Society After School Art for Life Project: Green Art After-School Project
October 1, 2008 - May 27, 2009 & May 31, 2009

Funds are requested to support a free after school art class for Folk Arts & Crafts for 100 children (6-12 years old), at North Beach Elementary. Multiple art mediums will be used, including recycling of paper, boxes, wood, beads, tiles, cloth, string, ribbons, sea shells and acrylic and oil paints. The children, school staff and community collaborators will participate in community projects such as county-wide art projects and an end of year art exhibit open to the public.

29 Voices United, Inc. — $4,915

285 West Enid Drive, Key Biscayne, FL 33149
Organization Established in 1993
Voices United 2009 Spring Production
November 1, 2008- March 27 & 28, 2009

Funds are requested to support this original musical production which will capture the issues confronting the youth of our community. Through 6 months of workshops and rehearsals, the participants (ages 5-18) from all over Miami-Dade County will be provided opportunities for cross-cultural understanding, self discovery, leadership training and self-actualization as they conceptualize, write and perform an original musical production capturing the issues which confront the youth of our community today culminating in a public performance at the James L. Knight Center.