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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)(3)

Resolution No. R-1355-08

Subject: FY 2008-2009 Developing Arts in Neighborhoods Grants Program Recommendations

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Recommendation
It is recommended that the Board approve the funding of 26 grants for a total of $275,000 from the FY 2008-2009 Developing Arts in Neighborhoods (DAN) Grants Program. 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 DAN Grants Program comes from Department of Cultural Affairs' proprietary revenues approved in the FY2008-2009 budget.

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

Background
The FY 2008-2009 DAN Grants Program panel convened on October 6, 2008 to review 26 applications requesting $405,000 for this program. The Panel recommended funding all 26 applicants for a total of $275,000. The Cultural Affairs Council approved these recommendations at their meeting on October 22, 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 Developing Arts in Neighborhoods Grants Program guidelines, as outlined below.

The DAN Grants Program is designed to help arts groups develop management skills and establish organizational goals by providing funding support to small and emerging neighborhood-based arts groups. These groups must present year-round activities to audiences and communities and have an annual operating budget of less than $100,000, based on the last completed fiscal year's operations. Activities may include concerts, performances, and exhibitions or other projects, which would contribute to the overall cultural development of Miami-Dade County. In addition to receiving funding support, grantees participate in the program's accompanying marketing workshop series.

The Panel specifically evaluated each applicant organization based on the following competitive review criteria: 1) artistic merit; 2) management capability and organizational development; 3) efforts leading to long-term cultural enrichment of area served; and 4) the organization's financial stability and capacity to attract financial support from other private and public sources as evidenced in matching requirements and in-kind.

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)(3)

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 10(A)(3)
12-2-08

RESOLUTION NO. **R-1355-08**

RESOLUTION AUTHORIZING APPROVAL OF TWENTY-SIX GRANTS FROM THE DEPARTMENT OF CULTURAL AFFAIRS' 2008-2009 DEVELOPING ARTS IN NEIGHBORHOODS GRANTS PROGRAM TO ACADEMIA DE LAS LUMINARES DE LAS BELLAS ARTES, INC.; ALHAMBRA MUSIC, INC. D/B/A ALHAMBRA ORCHESTRA; ARTS AT ST. JOHNS, INC.; BRAZZ DANCE THEATER, INC.; CACEC, INC. (CENTER FOR ARTISTIC AND CULTURAL EVENTS IN THE COMMUNITY, INC.); CAMPOSITION, INC.; CIVIC CHORALE OF GREATER MIAMI, INC.; COMMUNITY ARTS AND CULTURE, INC.; COMMUNITY PERFORMING ARTS ASSOCIATION, INC.; COVE/RINCÓN, CORPORATION, THE; DADE COMMUNITY FOUNDATION, INC. F/A FOR ORCHESTRA MIAMI, INC.; DECO ECHO ARTISTS' DELEGATION D/B/A CENTER FOR FOLK AND COMMUNITY ART (CFCA); DIASPORA VIBE CULTURAL ARTS INCUBATOR, INC.; GROUND UP AND RISING, INC.; HAITIAN HERITAGE MUSEUM; HOMESTEAD COMMUNITY CONCERT ASSOCIATION, INC.; MIAMI CLASSICAL GUITAR SOCIETY INC.; MIAMI GAY MEN'S CHORUS, INC.; MIAMI WATERCOLOR SOCIETY, INC.; MZ. GOOSE, INC.; NORTH MIAMI COMMUNITY CONCERT BAND; RED CHEMISTRY, INC.; SOUTH BEACH CHAMBER ENSEMBLE, INC.; SOUTH FLORIDA BLUEGRASS ASSOCIATION, INC.; TEATRO EN MIAMI CORPORATION; THE UNCONSERVATORY, INC. AND AUTHORIZING EXECUTION OF THE GRANT AGREEMENTS 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 funding of twenty-six (26) grants for a total of $275,000.00 from the Department of Cultural Affairs' 2008-2009 Developing Arts in Neighborhood Grants Program as follows:

1. Academia de las Luminares de las Bellas Artes, Inc.	$11,000
2. Alharnbra Music, Inc. d/b/a Alhambra Orchestra	$11,000
3. Arts at St. Johns, Inc.	$15,000
4. Brazz Dance Theater, Inc.	$15,000
5. CACEC, Inc. (Center for Artistic and Cultural Events in the Community, Inc.)	$ 6,125
6. Camposition, Inc.	$ 6,125
7. Civic Chorale of Greater Miami, Inc.	$11,000
8. Community Arts and Culture, Inc.	$11,000
9. Community Performing Arts Association, Inc.	$ 6,125
10. Cove/Rincón, Corporation, The	$ 6,125
11. Dade Community Foundation, Inc. f/a for Orchestra Miami, Inc.	$11,000
12. Deco Echo Artists' Delegation d/b/a Center for Folk and Community Art (CFCA)	$15,000
13. Diaspora Vibe Cultural Arts Incubator, Inc.	$15,000
14. Ground Up and Rising, Inc.	$11,000

15. Haitian Heritage Museum	$11,000
16. Homestead Community Concert Association, Inc.	$15,000
17. Miami Classical Guitar Society Inc.	$11,000
18. Miami Gay Men's Chorus, Inc.	$11,000
19. Miami Watercolor Society, Inc.	$ 6,125
20. Mz. Goose, Inc.	$ 6,125
21. North Miami Community Concert Band	$ 6,125
22. Red Chemistry, Inc.	$ 6,125
23. South Beach Chamber Ensemble, Inc.	$15,000
24. South Florida Bluegrass Association, Inc.	$11,000
25. Teatro en Miami Corporation	$15,000
26. The Unconservatory, Inc.	$11,000

in substantially the form of one of the agreements 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 the cancellation provisions contained therein.

The foregoing resolution was offered by Commissioner **Sally A. Heyman**, who moved its adoption. The motion was seconded by Commissioner **Carlos A. Gimenez** 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	**absent**	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	**absent**		

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
Developing Arts in Neighborhoods (DAN)

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 <u>not</u> pertain to contracts with the United States or any department or agency thereof, or the State or any political subdivision or agency thereof or any municipality of this State;
(h) Section 2-8.1 (c) of the County Code regarding Delinquent and Currently Due Fees or Taxes;

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III - INSURANCE

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

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

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

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

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

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

ARTICLE IV - TERMINATION

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

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

ARTICLE V - SPECIAL CONDITIONS

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

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
FY2008-09 DEVELOPING ARTS IN NEIGHBORHOODS GRANTS PROGRAM

FY2008-09 Award

1 Academia de las Luminares de las Bellas Artes, Inc. **$11,000**

6702 Southwest 25 Terrace, Miami, FL 33155

Organization Established in 1990

2008-2009 Performing Arts Season

Funds are requested to support the Academia de las Luminares de las Bellas Artes' 2008-2009 performing arts season. The company's activities are developed with the mission to foster an appreciation of Hispanic music and culture. This season, the company will present two major musicals: the world premiere of "El Sueño de Martí" (Marti's Dream), written by the company's Artistic Director, Pedro Roman and the reprise "Diosas de Papel" (Paper Dolls) at the Miami-Dade County Auditorium. The company will also perform a series of free concerts at various community centers and two musical revues at the Miami-Dade County Auditorium and Teatro Manuel Artime in Little Havana.

2 Alhambra Music, Inc. d/b/a Alhambra Orchestra **$11,000**

2829 Bird Avenue, #5, PMB 290, Miami, FL 33133

Organization Established in 1995

2008-2009 Season

Funds are requested to support the 19th season of the Alhambra Orchestra. The orchestra will offer five public performances of orchestral music, a concerto competition for middle and high school students and a chamber workshop for children and adults to be held at the University of Miami. The orchestra will perform its core programs at Ransom Everglades School, with outreach performances scheduled throughout Miami-Dade County.

3 Arts at St. Johns, Inc. **$15,000**

4760 PineTree Drive, Miami Beach, FL 33140

Organization Established in 2000

2008-2009 Season

Funds are requested to support the 10th anniversary season of Arts at St. Johns. The organization will continue to provide season of multidisciplinary programs, while supporting local and emerging artists, building community through the arts, and using the arts as a tool to address social issues. Events are scheduled to occur on nearly a bi-weekly basis at the grounds of St. Johns Church in mid-Miami Beach.

4 Brazz Dance Theater, Inc. **$15,000**

P.O. Box 655130, Miami, FL 33265

Organization Established in 2001

2008-2009 Season

Funds are requested to support the 2008-2009 season of activities in support of Brazz Dance Theater's mission which is to promote the production of dance as a form of art by bringing cultural and artistic awareness through concerts, classes and workshops. The company will present their most recent work, "Dreaming Amazonia," as well as two repertory concerts at the Byron Carlyle Theater in North Beach and at the ArtSouth Sanctuary in Homestead. In addition, the company will continue to present its educational outreach program, ASIWAJU, in Homestead and Overtown. This program will provide free after-school dance classes to low-income students who reside in the area.

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
FY2008-09 DEVELOPING ARTS IN NEIGHBORHOODS GRANTS PROGRAM

FY2008-09 Award

5 CACEC, Inc. (Center for Artistic and Cultural Events in the Community, Inc.) **$6,125**

11311 Southwest 154 Street, Miami, FL 33157

Organization Established in 2002

2008-2009 Season

Funds are requested to support the production of a series of cultural arts festivals taking place in southwest Miami-Dade. The festivals are presented in an effort to showcase a wide variety of artistic disciplines, including dance, music, poetry and theatre. The Center for Artistic and Cultural Events in the Community was founded to develop high quality arts programs, projects and events for the residents and visitors of southwest Miami-Dade County.

6 Camposition, Inc. **$6,125**

247 SW 8th Street, Suite 201, Miami, FL 33130

Organization Established in 2005

2008-2009 Season

Funds are requested to support the 2008-2009 season of Camposition, which includes the world premiere production of "1000 Homosexuals" at the Adrienne Arsht Performing Arts Center of Miami-Dade County. In addition, Camposition will produce monthly community performances, workshops and other outreach activities at 801 Projects, located in Little Havana. Camposition will also participate in a summer arts camp program for youth that teaches a process-oriented approach to encourage creativity and self-expression.

7 Civic Chorale of Greater Miami, Inc. **$11,000**

13015 Southwest 89 Place, Unit 184, Coral Gables, FL 33176

Organization Established in 1985

2008-2009 Season

Funds are requested to support the presentation of four large-scale choral/symphonic events, 3 free "summer sings," and the 39th annual Messiah sing-in. Emphasis this season will be on collaborations with other community arts organizations, new venues, and diverse musical literature. Collaborative partners include the Greater Miami Youth Symphony, the Miami Gay Men's Chorus, and Barry University.

8 Community Arts and Culture, Inc. **$11,000**

12 Northeast 51 Street, Miami, FL 33137

Organization Established in 2002

2008-2009 Season

Funds are requested to support a series of community-based festivals and special events presented by Community Arts and Culture. Festivals include the 11th annual Afro Roots World Music Festival and the 7th annual Women and Culture Festival. In addition, the company will continue to present community-wide projects that feature world music and art, educational workshops and performances. Events will take place in North Beach and Little Haiti. Funds will be applied towards the hiring of part time staff to assist in improving organizational operations.

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
FY2008-09 DEVELOPING ARTS IN NEIGHBORHOODS GRANTS PROGRAM

FY2008-09 Award

9 Community Performing Arts Association, Inc. **$6,125**

15250 Southwest 108 Avenue, Miami, FL 33157

Organization Established in 2001

2008-2009 Season

Funds are requested to support the organization's 2008-2009 activities which will form an overall season program entitled "Arts in the Street." The program offers a series of free, outdoor concert/festivals held in Sweetwater and features visual art exhibits, music, arts and crafts, ethnic foods and dance presentations that celebrate the Hispanic heritage of the Sweetwater community. The Community Performing Arts Association seeks to create and organize special programs and events that foster an appreciation of the performing and visual arts that are reflective of Miami-Dade County's cultural diversity.

10 Cove/Rincón, Corporation, The **$6,125**

P.O. Box 65-4710, Miami, FL 33265

Organization Established in 1995

The Cove/Rincón Cultural Outreach and Education Program

Funds are requested to support the 2008-2009 season of events which includes monthly presentations by local, national and international artists at Florida International University: South Campus and Kendall campus. Additionally it will support Cove/Rincón's education and outreach programs and the publication of the organization's monthly magazine. The organization is dedicated to fostering collaborations among artists by providing them with a forum to showcase and create their work.

11 Dade Community Foundation, Inc. f/a for Orchestra Miami, Inc. **$11,000**

PO Box 7598, Miami, FL 33255

Organization Established in 1967

2008-2009 Season

Funds are requested to support the planning and implementation of a marketing/subscription campaign for this organization, dedicated to showcasing high quality symphonic music for the residents of South Florida. Orchestra Miami will present several concerts for adults and children, most of which will take place at various venues throughout Miami-Dade County, including the Miami-Dade County Auditorium. Grant monies will be applied toward hiring a qualified marketing consultant to assist the organization in the planning and implementation of a new marketing campaign.

12 Deco Echo Artists' Delegation d/b/a Center for Folk and Community Art (CFCA) **$15,000**

1800 Michigan Avenue, #3, Miami Beach, FL 33139

Organization Established in 1988

2008-2009 Season

Funds are requested to support CFCA's signature program "Telling Stories through Visuals." This year's program consists of workshops with themes that involve hearing-impaired youth, developmentally challenged adults and senior citizens with early-stage Alzheimer's disease. The programs will culminate with a tapestry exhibition to be mounted at various venues throughout Miami-Dade County, including the Miami Beach Botanical Garden, the North Miami Public Library as well as numerous Miami-Dade County public schools. The program will also incorporate lighter themed "art as an influence" project, targeted to a general youth population.

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
FY2008-09 DEVELOPING ARTS IN NEIGHBORHOODS GRANTS PROGRAM

FY2008-09 Award

13 Diaspora Vibe Cultural Arts Incubator, Inc. **$15,000**

3938 N. Miami Avenue, Miami, FL 33127

Organization Established in 2002

2008-2009 Season

Funds are requested to support six mini-residencies for emerging artists living in Miami-Dade County who are primarily of Caribbean and Latin American backgrounds. The residencies will culminate with exhibitions to be held during Wynwood's "Second Thursdays" community event. Additionally, Diaspora Vibe Cultural Arts Incubator will coordinate multiple open forum community events, provide free workshop space, and host a visual art lecture series.

14 Ground Up and Rising, Inc. **$11,000**

8145 Southwest 83 Place, Miami, FL 33143

Organization Established in 2005

Ground Up & Rising Community Activities for 2008-2009

Funds are requested to support the 2008-2009 season of Ground Up and Rising, a theater company dedicated to proving dramatic presentations that speak to a younger generation of theater patron. This year, the company will present three plays at the Colony Theatre on Miami Beach. The company will also continue its arts and education initiatives with its collaborative partners, including GableStage, Miami Dade College and the Miami Children's Museum. Funds will be applied towards the salaries of the company's Producing Artistic Director, Marketing Director and Administrative Officer.

15 Haitian Heritage Museum **$11,000**

3940 North Miami Avenue, Miami, FL 33137

Organization Established in 2004

2008-2009 Season

Funds are requested to support the organization's signature programs, "Ayiti Expose," "Month of May" events and quarterly art exhibits for the 2008-2009 season. These interactive programs are designed to educate non-Haitian students and the South Florida community of Haitian culture and heritage. The Haitian Heritage Museum seeks to preserve and promote Haiti's culture locally, nationally and internationally through the presentation of visual art, literary works, historic artifacts, music and film.

16 Homestead Community Concert Association, Inc. **$15,000**

18640 Southwest 295 Terrace, Homestead, FL 33030

Organization Established in 1976

2008-2009 Season

Funds are requested to support the 2008-2009 season of four professional music performances to be held at the South Dade High School Auditorium between December 2008 and March 2009. These concerts, now in their 32nd annual season, provide high quality touring soloists and music ensembles at an affordable price and convenient location to residents of far South Miami-Dade as well as visitors from the Upper Florida Keys.

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
FY2008-09 DEVELOPING ARTS IN NEIGHBORHOODS GRANTS PROGRAM

FY2008-09 Award

17 Miami Classical Guitar Society Inc. **$11,000**

10630 Southwest 126 Avenue, Miami, FL 33186

Organization Established in 1988

International Guitar Masters and Laureates Series

Funds are requested to support the 2008-2009 International Guitar Masters Series, which will be held at St. Philips Episcopal Church and the 5th International Guitar Assemblage and Competition, which will be held at Centro Cultural Español, both located in Coral Gables. The series will include concerts by renowned guitarists, master classes, lectures and an international competition with registrants from all over the world. Additionally, the society's president will be celebrating his 40th anniversary as a professional musician by offering five concerts in collaboration with local renowned musical artists. This concert series, the "40th Anniversary Series," will take place at various venues throughout Miami-Dade County.

18 Miami Gay Men's Chorus, Inc. **$11,000**

P.O. Box 190209, Miami Beach, FL 33119

Organization Established in 1999

2008-2009 Season

Funds are requested to support the Chorus' ninth annual season and community performances. The season will consist of six concerts performed at various locations, including the Colony Theater, St. Patrick's Catholic Church and the Coral Gables Congregational Church. Additionally, the Chorus performs community outreach concerts in partnership with other cultural organizations.

19 Miami Watercolor Society, Inc. **$6,125**

8738 S.W. 114 Place, Miami, FL 33173

Organization Established in 1974

2008-2009 Season

Funds are requested to support the 2008-2009 season, featuring a series of exhibitions and public workshops conducted by nationally recognized water media artists. Watermedia artists will demonstrate their work at the organization's monthly meetings and serve as jurors on the organization's selection committee for exhibitions. In addition, the Miami Watercolor Society provides student exhibitions, senior citizens' activities and publications about the art form.

20 Mz. Goose, Inc. **$6,125**

10203 S.W. 169 Terrace, Miami, FL 33157

Organization Established in 1994

2008-2009 Research and Exhibition Season

Funds are requested to support the most important oral history research and exhibition of Perrine Pioneers and South Florida history. The exhibit will travel to local schools, churches, and to events held at the Bethel House Museum.

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
FY2008-09 DEVELOPING ARTS IN NEIGHBORHOODS GRANTS PROGRAM

FY2008-09 Award

21 North Miami Community Concert Band **$6,125**

800 Southwest 131 Avenue, Kingsley F-406, Pembroke Pines, FL 33027

Organization Established in 1982

2008-2009 Season

Funds are requested to support the 2008-2009 season of community concerts, featuring light classics, marches, overtures, show tunes and music from the "Big Band" era. Performances are scheduled to take place at a number of neighborhood venues, including the Gwen Margolis Community Center, senior centers and nursing homes. The orchestra will also produce its annual Fourth of July Concert and fireworks display at Florida International University - North Campus and participate in the Thanksgiving Day Parade in North Miami.

22 Red Chemistry, Inc. **$6,125**

8877 Collins Avenue Nr 610, Surfside, FL 33154

Organization Established in 2006

2008-2009 Season

Funds are requested to support the 2008-2009 season of this organization, whose mission is to promote the art of filmmaking by providing a forum for foreign filmmakers and present their films at independently produced Florida film festivals. Red Chemistry, Inc. will present "Romance in a Can" and "Cine-Magique," two film festivals intended to promote and nurture European independent filmmaking and the "European Film Series," a monthly series of films that revolve around a central theme. In addition, Red Chemistry will present a Children's Film Festival at Alliance Francaise, focusing on the Francophone culture. Programs will take place at various locations, including Sunrise Cinemas in North Miami Beach and The Barnacle Historic State Park in Coconut Grove.

23 South Beach Chamber Ensemble, Inc. **$15,000**

827 16th Street, #12, Miami Beach, FL 33139

Organization Established in 2001

2008-2009 Season - Music in Beautiful Spaces

Funds are requested to support the 11th season of "Music in Beautiful Spaces," an annual chamber music series produced by the South Beach Chamber Ensemble. The ensemble promotes and performs chamber music in all its diverse forms, from its origins in the distant past to the varied cultural creations produced today. This year, the South Beach Chamber Ensemble will commission new work by composer Pamela Marshall. Various performances will be held throughout Miami-Dade County, including the Miami Beach Botanical Garden, Cor Jesu Chapel at Barry University and the Sanctuary at ArtSouth in Homestead.

24 South Florida Bluegrass Association, Inc. **$11,000**

20533 Biscayne Boulevard, #358, Aventura, FL 33180

Organization Established in 1973

2008-2009 Season

Funds are requested to support the 2008-2009 season of activities presented by the South Florida Bluegrass Association (SFBA), the only association in Miami-Dade County dedicated to the teaching and preservation of bluegrass music. This year, the SFBA will present the three-day "Everglades Bluegrass Festival," a series of monthly one-day mini festivals as well as various outreach performances throughout Miami-Dade County. All programs will feature local and nationally known bluegrass musicians and will be held at the grounds of the Ives Estates Optimist Club in North Miami Beach.

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
FY2008-09 DEVELOPING ARTS IN NEIGHBORHOODS GRANTS PROGRAM

FY2008-09 Award

25 Teatro en Miami Corporation **$15,000**

10302 Northwest 9 St. Circle, #104, Miami, FL 33172

Organization Established in

2008-2009 Season

Funds are requested to support the 2008-2009 season of Teatro en Miami. The company will present four major plays at their home base, the Teatro en Miami Studio in Little Havana. In addition, the company will conduct the Elders' Theater program, launch the Internet Virtual Theater project, and maintain the websites www.teatroenmiami.com and www.artemiami.com.

26 The Unconservatory, Inc. **$11,000**

8035 Southwest 26 Street, Miami, FL 33155

Organization Established in 1992

2008-2009 Season

Funds are requested to support a series of concert performances and educational activities to be held at various venues throughout Miami-Dade County. Events will be presented featuring professional and student performers from Miami-Dade and surrounding counties. The majority of concerts will take place at the First Presbyterian Church of Miami and will feature acoustic ensembles, as well as solo and duo piano performances.