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

# Memorandum

MIAMI-DADE COUNTY

**Date:** December 7, 2010

**To:** Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

**From:** George M. Burgess
County Manager

Agenda Item No. 9(A)(3)

Resolution No. R-1196-10

**Subject:** FY 2010-2011 Community Grants Program – First Quarter Recommendations for a Total of $89,000

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**Recommendation**
It is recommended that the Board approve the funding of 19 grants for a total of $89,000 from the FY 2010-2011 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' approved departmental revenues as carried in the FY 2010-2011 adopted County budget ordinance. Community Grants are disbursed through Index Code CUGRANTS, Sub-object Code 60615 and drawn from Fund 125, Subfund 127.

**Delegation of Authority**
Authority for executing, amending and exercising all provisions, including cancelation provisions contained in the contracts for these grants, is delegated to the Department Director.

**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 2010-2011 Community Grants Program panel convened on September 9, 2010 to review 19 applications requesting $144,380 for the First Quarter of the program. The panel recommended funding 19 applicants for a total of $89,000. The Cultural Affairs Council approved these recommendations at their meeting on October 20, 2010.

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.

Please contact me or Michael Spring, Director, Department of Cultural Affairs, for further information.

Assistant County Manager

# MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: December 7, 2010

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

SUBJECT: Agenda Item No. 9(A)(3)

Please note any items checked.

_____ "3-Day Rule" for committees applicable if raised

_____ 6 weeks required between first reading and public hearing

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

_____ Decreases revenues or increases expenditures without balancing budget

_____ Budget required

_____ Statement of fiscal impact required

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

_____ No committee review

_____ Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____ ) to approve

_____ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 9(A)(3)
12-7-10

RESOLUTION NO. R-1196-10

RESOLUTION AUTHORIZING THE APPROVAL OF NINETEEN (19) GRANTS FOR A TOTAL OF $89,000 FROM THE DEPARTMENT OF CULTURAL AFFAIRS FY 2010-2011 COMMUNITY GRANTS PROGRAM – FIRST QUARTER WITH ACCESS NOW, INC. A/F/A FOR ABILITY EXPLOSION; CARIBISLES SPORTS CLUB, INC.; CITY OF DORAL PARKS AND RECREATION; CORAL GABLES MUSEUM CORP., THE; ; CULTURAL DEVELOPMENT GROUP, INC. A/F/A FOR PINECREST CULTURAL ARTS; DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF MIAMI; EXPONICA INTERNATIONAL; FIRST UNITED METHODIST CHURCH OF SOUTH MIAMI; HOLOCAUST DOCUMENTATION & EDUCATION CENTER, INC.; ITALIAN FILM FESTIVAL, INC.; MERRICK FESTIVAL INCORPORATED; MIAMI BEACH ARTS TRUST; MIAMI CHAPTER OF THE AMERICAN INSTITUTE OF ARCHITECTS, INC.; MIAMI DANCE PROJECT, INC.; MIAMI SHORT FILM FESTIVAL INC.; NEW WASHINGTON HEIGHTS COMMUNITY DEVELOPMENT CONFERENCE, INC.; PINK H. FOUNDATION, INC.; SOUTH FLORIDA COMPOSERS ALLIANCE, INC. A/F/A FOR FOUNDATION FOR EMERGING TECHNOLOGIES AND ARTS, INC.; SOUTH FLORIDA NATIONAL PARKS TRUST INC.

**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 nineteen (19) grants for a total of $89,000 from the Department of Cultural Affairs FY 2010-2011 Community Grants Program – First Quarter as follows:

| | | |
|---|---|---|
| 1. | Access Now, Inc. a/f/a for Ability Explosion | $3,500 |
| 2. | Caribisles Sports Club, Inc. | $3,500 |
| 3. | City of Doral Parks and Recreation | $2,500 |
| 4. | Coral Gables Museum Corp., The | $5,000 |
| 5. | Cultural Development Group, Inc. a/f/a for Pinecrest Cultural Arts | $5,000 |
| 6. | Downtown Development Authority of the City of Miami | $6,000 |
| 7. | Exponica International, Inc. | $2,000 |
| 8. | First United Methodist Church of South Miami | $2,000 |
| 9. | Holocaust Documentation & Education Center, Inc. | $5,000 |
| 10. | Italian Film Festival, Inc. | $5,000 |
| 11. | Merrick Festival, Incorporated | $5,000 |
| 12. | Miami Beach Arts Trust | $7,500 |
| 13. | Miami Chapter of the American Institute of Architects, Inc. | $6,000 |
| 14. | Miami Dance Project, Inc. | $4,500 |
| 15. | Miami Short Film Festival Inc. | $10,000 |
| 16. | New Washington Heights Community Development Conference, Inc. | $5,000 |
| 17. | Pink H. Foundation, Inc. | $2,400 |
| 18. | South Florida Composers Alliance, Inc. a/f/a for Foundation for Emerging Technologies and Arts, Inc. | $5,000 |

19. South Florida National Parks Trust Inc. $4,100

in substantially the form of the sample attached hereto and made a part hereof; and authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County; and to exercise cancellation provisions contained herein.

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

Dennis C. Moss, Chairman **aye**
Jose "Pepe" Diaz, Vice-Chairman **aye**

| | | | |
|---|---|---|---|
| Bruno A. Barreiro | **aye** | Lynda Bell | **aye** |
| Audrey M. Edmonson | **aye** | Carlos A. Gimenez | **aye** |
| Sally A. Heyman | **aye** | Barbara J. Jordan | **aye** |
| Joe A. Martinez | **aye** | Jean Monestime | **aye** |
| Natacha Seijas | **aye** | Rebeca Sosa | **aye** |
| Sen. Javier D. Souto | **absent** | | |

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of December, 2010. 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: **DIANE COLLINS**
Deputy Clerk

Approved by County Attorney
to form and legal sufficiency. DBM

Deborah Bovarnick Mastin

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MIAMI-DADE COUNTY

# MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
## «PROGRAM»

## GRANT AWARD AGREEMENT - ARTICLE I

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

## GRANTEE AND GRANT DESCRIPTION

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

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

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

_____
Clerk, Miami-Dade County
Board of County Commissioners

_____
County Manager/Designee

**GRANTEE:**

Articles I, II, III, IV and V, together with their exhibits, the Restatement of Project Budget, original application and Universal Affidavit, make up this grant award contract. In signing this article, the undersigned officials, on behalf of the Grantee, certify that they have read and will abide by the terms and considerations set forth in the General Terms and Conditions for Grants (Articles II, III, IV and V) dated October, 2010 as provided with the grant award package, and with those provisions outlined in the notarized and attached Universal Affidavit. Further, the Grantee agrees that the funded project will be executed in substantially the form outlined in the original application as approved for funding; in accordance with the program guidelines of the **«PROGRAM»** program and within the scope of budget submitted in the attached Restatement of Project Budget.

(Grantee's Corporate Seal)

_____
Signature Authorized Official #1

_____
Printed Name/Title Authorized Official #1

_____
Signature Authorized Official #2

_____
Printed Name/Title Authorized Official #2

Approved for form and legal sufficiency by the Miami-Dade County Attorney (10/2010).

## MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
## GENERAL TERMS AND CONDITIONS FOR GRANTS (October, 2010) – 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 County'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.

In addition, grantees receiving funds through the YAM, YEP, SAS-C and AKI grant programs must include The Children's Trust logo and the following statement in all materials related to the grant project, including but not limited to newsletters, press releases, brochures, fliers, websites or any other materials for dissemination to the media or general public:

**"The (insert event/program name) is funded by The Children's Trust. The Trust is a dedicated source of revenue established by voter referendum to improve the lives of children and families in Miami-Dade County."** To download an electronic version of The Children's Trust logo, please go to: The Children's Trust Media Kit & Logos .

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

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

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

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

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

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

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

(a) County Ordinance No. 72-82 - Miami-Dade County's Conflict of Interest and Code of Ethics Ordinance - as amended, which is incorporated herein by reference as if fully set forth herein;
(b) Section 2-8.1- of the Miami-Dade County Code - Ownership Disclosure;
(c) County Ordinance No. 90-133- Amending Sec. 2-8.1; (d)(2) - Employment Disclosure;
(d) Section 2-8.6 -of the County Code - Criminal Record;
(e) County Ordinance No. 92-15 codified as Section 2-8.1.2 of the County Code - Employment Drug-free Workplace;
(f) County Ordinance No. 142-91 codified as Section 11A -29 et. seq. of the County Code – Family Leave;
(g) County Resolution R-385-95 - Miami-Dade County Disability Nondiscrimination Affidavit, incorporating the following Federal laws and Acts:
    (1) The Americans with Disabilities Act of 1990 (ADA), Pub.L. 101-336, 104 Stat. 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment;
    (2) Title II, Public Services;
    (3) Title III, Public Accommodation and Services Operated by Private Entities; and Section 504 of the Rehabilitation Act of 1973;
    (4) Title IV, Telecommunications;
    (5) Title V, Miscellaneous Provisions: The Rehabilitation Act of 1973,29 U.S.C. Section 794; The Federal Transit Act, as amended 49 U.S.C. Section 1612; The Fair House Act as amended, 42 U.S.C. Section 3601 - The foregoing requirements of this section shall not pertain to contracts with the United States or any department or agency thereof, or the State or any political subdivision or agency thereof or any municipality of this State;
(h) Section 2-8.1 (c) of the County Code regarding Delinquent and Currently Due Fees or Taxes

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

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

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

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

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

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

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

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

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

**18. Contract Represents Total Agreement:** The Agreement, including its special conditions and attachments, represents the whole and total agreement of the parties. No representations, except those contained within the Agreement and its attachments, are to be considered in construing its terms. Other than as specified in this agreement, 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 Florida Statute 440.
2. Commercial General Liability Insurance in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the project, in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage.

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

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

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

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

## ARTICLE IV - TERMINATION

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

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

## ARTICLE V - SPECIAL CONDITIONS

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

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

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

# Miami-Dade County Department of Cultural Affairs
# FY 2010-11 Community Grants (CG) Program – 1st Quarter

1. **Access Now, Inc. a/f/a for Ability Explosion**

1601 Euclid Ave, Apt. 2 C
Miami Beach, Florida 33139
*Ability Explosion 2010*
October 19 & 21, 2010

**Award:** $3,500

Funds are requested to support Ability Explosion art exhibition and education simulation to be held at the Miami Beach Convention Center. It will include art exhibits by people with disabilities and a simulation photo exhibit and demonstration that are free and open to the public. A music symposium will be held in conjunction with the event at the Colony Theater and will feature performances by people with disabilities.

2. **Caribisles Sports Club, Inc.**

P.O. Box 260286
Pembroke Pines, Florida 33026
*Junior Calypso Monarch Competition*
October 2, 2010

**Award:** $3,500

Funds are requested to support Calypso performances at Florida Memorial University-Lou Rawls Center for the Performing Arts. This event promotes the talent of youths and preserves the Caribbean artform of Calypso, a rich poetic form of storytelling and movement. This event is open to the public.

3. **City of Doral Parks and Recreation**

8300 NW 53rd ST, Suite 202
Doral, Florida 33166
*Hispanic Heritage Celebration Series of Events*
October 1,2,3,9 & 16, 2010

**Award:** $2,500

Funds are requested to support the week-long series of cultural events, Hispanic Heritage Celebration, that is organized by the City of Doral Parks & Recreation Department. The series of events will take place at Miami International Mall, Morgan Levy Park Community Center and Doral Park Country Club featuring performers, musicians and artists.

4. **Coral Gables Museum Corp., The**

285 Aragon Avenue
Coral Gables, Florida 33134
*Coral Gables Museum's Grand Opening*
October 10, 2010 - September 30,2011

**Award:** $5,000

Funds are requested to support the Coral Gables Museum's Grand Opening. The Coral Gables Museum will open its doors and unveil its inaugural exhibitions on October 10, 2010. Thousands of people are expected to attend the free day-long festivities. Programs will include an exhibition, tours, children's activities, music and dance performances. This event is open to the public.

5. **Cultural Development Group, Inc. a/f/a for Pinecrest Cultural Arts**

16 Island Avenue, Suite 3B
Miami Beach, Florida 33139
A Charles Dickens Festival
December 5, 2010

**Award:** $5,000

Funds are requested to support the first annual literary festival entitled "A Charles Dickens Festival." The Festival is an educational, family-oriented event consisting of play readings and story telling, musical and choral performances, English Panto and films. This event will be held at Pinecrest Gardens and is open to the public.

6. **Downtown Development Authority of the City of Miami**

200 S Biscayne Blvd, Suite 2929
Miami, Florida 33131
*Downtown Miami Concert Series*
October 8 and November 12, 2010; January 14, February 11, March 11, and April 8, 2011

**Award:** $6,000

Funds are requested to support the Downtown Miami Concert Series for its third season. The concerts run on the second Friday of every month from October - April, excluding December, at Bayfront Park's Tina Hills Pavilion. These concerts are free and open to the public.

7. **Exponica International**

8250 W. Flagler Street, Suite 114
Miami, Florida 33144
*2010 Exponica International*
November 12 - 14. 2010

**Award:** $2,000

Funds are requested to support the 2010 Exponica International Festival at the Expo Center. This indoor/outdoor, family-oriented cultural extravaganza features performing artists and craft artisans visiting the United States on cultural exchange from countries throughout Latin America.

8. **First United Methodist Church of South Miami**

6565 SW 57th Ave
Coral Gables, Florida 33143
*The Studio*
October 5, 2010 - May 20, 2011

**Award:** $2,000

Funds are requested to establish "The Studio," a creative and performing arts studio to serve the residents of South Miami, especially targeting the residents with more limited resources. Targeted children include people from the South Miami neighborhood. This free program will culminate with a public performance showcase that is free and open to the public.

9. **Holocaust Documentation & Education Center, Inc.**

2031 Harrison Street
Hollywood, Florida 33020
*Student Awareness Day*
November 16, 2010

**Award:** $5,000

Funds are requested to support Student Awareness Day, a prejudice reduction program for high school students in Miami-Dade private, public, and parochial schools, which will take place at Miami Dade College on November 16, 2010. The students will have the unique opportunity to spend the day with Holocaust survivors and be made aware of the dangers of prejudice, discrimination and hatred using the universal lessons of the Holocaust and genocide.

10. **Italian Film Festival, Inc.**

360 Greco Avenue, Suite 201-A
Coral Gables, Florida 33146
*2010 Italian Film Festival*
October 7 - 12, 2010

**Award:** $5,000

Funds are requested to support the 8th Annual Italian Film Festival to be held at the Regal Cinemas South Beach on Lincoln Road. This year's festival will include 10 of the top Italian films produced in 2009-2010 that will be screened for the first time to South Florida audiences. It will also feature a variety of lectures and meet-the-artists opportunities.

11. **Merrick Festival Incorporated**

PO Box 143506
Coral Gables, Florida 33114
*2010 Caroling Competition*
December 1 - 7, 2010

**Award:** $5,000

Funds are requested to support the 2010 Caroling Competition, a week-long event involving 30 Miami-Dade middle and senior high school choirs. The Competition presents over 1,500 local students performing at the 550 Biltmore Way Building in Coral Gables. This event is free and open to the public.

12. **Miami Beach Arts Trust**

1775 Washington Ave. PH2
Miami Beach, Florida 33139
*Miamiartzine.com*
October 1, 2010 - September 30, 2011

**Award:** $7,500

Funds are requested to support Miamiartzine, a free online publication dedicated to promoting the arts and cultural offerings in Miami-Dade County. It is a community resource viewed by 40,000 Miami-Dade County residents and people from over 16 countries.

13. **Miami Chapter of the American Institute of Architects, Inc.**

275 University Drive
Coral Gables, Florida 33134
*Celebrate Architecture + Design 2010*
October 1 - November 24, 2010

**Award:** $6,000

Funds are requested to support Celebrate Architecture + Design, a month-long series of events during November to create a dialogue between the architectural profession and the community and to bring a greater awareness of the profession and the benefits of good planning and design. Events include lectures, exhibits, competitions, and student exhibition. These events are located throughout Miami-Dade County and are open to the public.

14. **Miami Dance Project, Inc.**

7460 SW 117th Ave
Miami, Florida 33183
*"Tributo Latino"*
November 21, 2010

**Award:** $4,500

Funds are requested to support a cultural dance performance titled "Tributo Latino" at The Colony Theater located in Miami Beach. The open-to-the-public show will provide an opportunity for community members to experience a professional show inspired by modern Latin music and will feature performances by young, local artists.

15. **Miami Short Film Festival Inc.**

2501 Brickell Av Suit # 608
Miami, Florida 33129
*The 9th Edition of the Miami Short Film Festival*
November 12 - 20, 2010

**Award:** $10,000

Funds are requested to support the 9th Edition of Miami Short Film Festival. The Festival will be presented at the Coral Gables Cinemateque, Lincoln Road Mall, Bill Cosford and Tower Theater. The two daily screenings at each location are followed by Q & A sessions with the directors, actors, producers and film professionals. All events are open to the public.

16. **New Washington Heights Community Development Conference, Inc.**

1600 NW 3rd Ave. Bldg. D
Miami, Florida 33136
*Historic Overtown Folk Life Fridays*
October 1, November 5, & December 3, 2010

**Award:** $5,000

Funds are requested to support the monthly Historic Overtown Folk Life Fridays located on Overtown's 9th Street Pedestrian Mall-adjacent to the Historic Lyric Theater. This neighborhood festival seeks to celebrate diversity and spur economic revitalization through the arts and cultural preservation. Folk Life Fridays feature music, performances, food and arts and crafts and are free and open to the public.

17. **Pink H. Foundation, Inc.**

7494 West 30th Avenue
Hialeah, Florida 33018
*Multicultural Musical*
October 17, 2010

**Award:** $2,400

Funds are requested to support the presentation of the Second Multicultural Musical United Families in which artists from different countries such as Bolivia, Chile, Uruguay, Spain, Panama, USA, Colombia, and Cuba will participate with the goal of enriching culture in Miami-Dade County. This event will take place at Hialeah Gardens Middle School and is open to the public.

18. **South Florida Composers Alliance, Inc. a/f/a for Foundation for Emerging Technologies and Arts, Inc.**

2294 NW 2nd Ave.
Miami, Florida 33127
*12 Nights of Electronic Music and Art*
October 16, November 20, & December 3 & 4, 2010

**Award:** $5,000

Funds are requested to support the 12 Nights of Electronic Music and Art concert series, which has been presenting top quality experimental music and arts in the South Florida. Four events will feature fifteen cutting-edge international and US composers and digital video artists, featuring exceptional performances with musical instruments and advanced computer technologies such as musical instruments and novel controllers. All events will take place at the Harold Golen Gallery in Wynwood and are free and open to the public.

19. **South Florida National Parks Trust Inc.**

1390 South Dixie Highway Suite 2203 **Award:** $4,100
Coral Gables, Florida 33146
*Community Artist Program at Biscayne National Park*
December 3, 2010 - September 16, 2011

Funds are requested to support the Community Artist Program at Biscayne National Park. The Community Artist Program showcases the work of South Florida visual artists inspired by South Florida's national parks. Four exhibitions of original art by local artists will be mounted at the Dante Fascell Visitor Center at Biscayne National Park in Homestead. The shows are free and open to the public.