

# Memorandum



**Date:** January 20, 2011

**To:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

Amended  
Agenda Item No. 9(A)(1)

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

Resolution No. R-23-11

**Subject:** FY 2010-2011 Community Grants Program – Second Quarter Recommendations  
for a Total of \$124,292

## Recommendation

It is recommended that the Board approve the funding of 24 grants for a total of \$124,292 from the FY 2010-2011 Community Grants Program – Second Quarter. Attached is a list describing the projects being recommended for funding as amended during the January 20, 2011 Board of County Commission meeting.

## 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 November 4, 2010 to review 25 applications requesting \$197,190 for the Second Quarter of the program. The panel recommended funding 25 applicants for a total of \$130,000. The Cultural Affairs Council approved these recommendations at their meeting on November 17, 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.

Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners  
Page 2

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



---

Assistant County Manager



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Joe A. Martinez      **DATE:** January 20, 2011  
and Members, Board of County Commissioners

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

**SUBJECT:** Amended  
Agenda Item No. 9(A)(1)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- 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 \_\_\_\_\_

Amended  
Agenda Item No. 9(A)(1)  
1-20-11

RESOLUTION NO. R-23-11

RESOLUTION AUTHORIZING THE APPROVAL OF TWENTY-FOUR (24) GRANTS FOR A TOTAL OF \$124,292 FROM THE DEPARTMENT OF CULTURAL AFFAIRS FY 2010-2011 COMMUNITY GRANTS PROGRAM – SECOND QUARTER WITH ART STUDIO, INC.; BEAUX ARTS OF THE LOWE ART MUSEUM AT THE UNIVERSITY OF MIAMI; CENTER FOR ADVANCEMENT OF JEWISH EDUCATION, INC.; COMMUNITIES IN SCHOOLS OF MIAMI, INC.; DR. MARTIN LUTHER KING, JR., PARADE AND FESTIVITIES COMMITTEE, INC.; DUMOND CONSERVANCY FOR PRIMATES AND TROPICAL FORESTS INC.; EMPOWER U, INC.; FRIENDS OF THE MIAMI-DADE PUBLIC LIBRARY; GREATER MIAMI BILLFISH TOURNAMENT, INC.; MIMO BISCAYNE ASSOCIATION, INC.; NEW VISIONS FOR SOUTH DADE, INC.; PEN CLUB CUBAN WRITERS IN EXILE, INC.; RICHMOND HEIGHTS HOMEOWNER'S ASSOCIATION INC.; ROTARY FOUNDATION OF SOUTH MIAMI, INC.; SHAKESPEARE IN THE PARK MIAMI, INC.; ST. PATRICK'S DAY COMMITTEE, INC.; TEAM ACTION, INC. A/F/A FOR SPASE CADETS FOUNDATION; THE BIG BLUE & YOU FOUNDATION; THE SUNFLOWER SOCIETY, INC.; TRADISYON LAKOU LAKAY, INC.; UNITED HAITIAN AMERICAN ARTISTS, INC.; UNITED JEWISH GENERATIONS, INC.; VILLAGE OF PINECREST - PINECREST GARDENS; WORLD LITERACY CRUSADE OF FL, INC. AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE GRANT AGREEMENTS, FOLLOWING COUNTY ATTORNEY APPROVAL OF FORM AND LEGAL SUFFICIENCY AND 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 as amended the funding of twenty-four (24) grants for a total of \$124,292 from the Department of Cultural Affairs FY 2010-2011 Community Grants Program – Second Quarter as follows:

1. Art Studio, Inc.	\$4,391
2. Beaux Arts of the Lowe Art Museum at the University of Miami	\$5,269
3. Center for Advancement of Jewish Education, Inc.	\$6,586
4. Communities In Schools of Miami, Inc.	\$5,708
5. Dr. Martin Luther King, Jr., Parade and Festivities Committee, Inc.	\$7,025
6. DuMond Conservancy for Primates and Tropical Forests Inc.	\$2,634
7. Empower U, Inc.	\$4,391
8. Friends of the Miami-Dade Public Library	\$8,781
9. Greater Miami Billfish Tournament, Inc.	\$4,391
10. MiMo Biscayne Association, Inc.	\$7,025
11. New Visions For South Dade, Inc.	\$5,269
12. PEN Club Cuban Writers in Exile, Inc.	\$1,756
13. Richmond Heights Homeowner's Association Inc.	\$3,513
14. Rotary Foundation of South Miami, Inc.	\$4,391
15. Shakespeare in the Park Miami, Inc.	\$8,780
16. St. Patrick's Day Committee, Inc.	\$3,073
17. Team Action, Inc. a/f/a for Spase Cadets Foundation	\$3,952

18. The Big Blue & You Foundation	\$6,586
19. The Sunflower Society Inc.	\$5,708
20. Tradisyon Lakou Lakay, Inc.	\$4,426
21. United Haitian American Artists, Inc.	\$4,391
22. United Jewish Generations, Inc.	\$4,391
23. Village of Pinecrest - Pinecrest Gardens	\$6,586
24. World Literacy Crusade of FL, Inc.	\$5,269

in substantially the form of the sample attached hereto and made a part hereof; and authorizes the County Mayor's 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 **Natacha Seijas**, who moved its adoption. The motion was seconded by Commissioner **Joe A. Martinez** and upon being put to a vote, the vote was as follows:

	Joe A. Martinez, Chairman	aye
	Audrey M. Edmonson, Vice Chairwoman	aye
Bruno A. Barreiro	aye	Lynda Bell
Jose "Pepe" Diaz	absent	Carlos A. Gimenez
Sally A. Heyman	absent	Barbara J. Jordan
Jean Monestime	absent	Dennis C. Moss
Natacha Seijas	aye	Rebeca Sosa
Sen. Javier D. Souto	aye	

The Chairperson thereupon declared the resolution duly passed and adopted this 20<sup>th</sup> day of January, 2011. 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 as  
to form and legal sufficiency. *DBM*

Deborah B. Mastin



**MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS**  
**«PROGRAM» 2nd Quarter**

**GRANT AWARD AGREEMENT - ARTICLE I**

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

**GRANTEE AND GRANT DESCRIPTION**

- 1. GRANTEE: «ORGANIZATION» (EIN#«FEDERAL\_ID»  
«ADDRESS», «CITY», «STATE» «ZIP»
- 2. AMOUNT OF GRANT: «AWARD»
- 3. PROJECT: «PROJECT\_TITLE»  
(as described in the 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: «PROJECT\_START\_DATE»
- 6. GRANT END DATE: «PROJECT\_END\_DATE»
- 7. REPORT DEADLINE: «REPORT\_DUE\_DATE»

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

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

\_\_\_\_\_  
Clerk, Miami-Dade County  
Board of County Commissioners

\_\_\_\_\_  
County Manager/Designee

**GRANTEE:**

Articles I, II, III, IV and V, together with their exhibits, the Restatement of Project Budget, original application and Universal Affidavit, make up this grant award contract. In signing this article, the undersigned officials, on behalf of the Grantee, certify that they have read and will abide by the terms and considerations set forth in the General Terms and Conditions for Grants (Articles II, III, IV and V) dated 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](http://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 1.1 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  
FY2010-11 Community Grants (CG) Program – 2<sup>nd</sup> Quarter**

**1. Art Studio, Inc.**

7230 NW Miami Court, Studio # 5  
Miami, Florida 33150  
*"I am, We Are, Our World"*  
February 5-June 11, 2011

**Award: \$4,391**

Funds are requested to provide at-risk youth ages 7-17 from Little Haiti with empowering creative-holistic arts integration workshops weekly for four months to advance social skills, self-confidence, and educational/career preparedness. Each workshop will be supported by two teaching artists, guest presenters, and mentors. The workshops will culminate in a public exhibition of students' artwork at the Etra Gallery during the Second Saturday Artwalk in the Design District.

**2. Beaux Arts of the Lowe Art Museum at the University of Miami**

1301 Stanford Drive  
Coral Gables, Florida 33146  
*60th Annual Beaux Arts' Festival of Art*  
January 8 & 9, 2011

**Award: \$5,269**

Funds are requested to support the 60th Annual Beaux Arts Festival of Art, is the oldest continuously running art festival in Miami-Dade County and attracts over 75,000 patrons to the University of Miami to enjoy art from 250 juried exhibitors from around the US and abroad. The Festival is free to the public and offers art for many budgets, live eclectic music and other free entertainment, children's art experiences, fabulous dining options, and free admission all weekend to the Lowe Art Museum

**3. Center for Advancement of Jewish Education, Inc.**

4200 Biscayne Boulevard  
Miami, Florida 33137  
*14th Annual Miami Jewish Film Festival*  
January 22 - 30, 2011

**Award: \$6,586**

Funds are requested to support the Miami Jewish Film Festival in its 14th year. The Festival features award-winning international films in a week-long festival held January 22 - January 30, 2011. Films are selected for their artistic and intellectual merit and include aspects of the Jewish experience, while resonating with the broader ethnically diverse population in MiamiDade County. These films will be shown at the UM Cosford, Sunrise IntraCoastal Mall and Regal South Beach on Lincoln Road.

**Miami-Dade County Department of Cultural Affairs  
FY2010-11 Community Grants (CG) Program – 2<sup>nd</sup> Quarter**

**4. Communities In Schools of Miami, Inc.**

11965 SW 142 Terrace, Unit 102  
Miami, Florida 33186

**Award: \$5,708**

*The Whole Village Theater and Arts Program (WVT&A)*  
January 3 - June 30, 2011

Funds are requested for the WVT&A offered through CIS of Miami's afterschool programs in Brownsville, Overtown, and North Miami Beach, where children and youth participate in daily arts enrichment activities, hold art exhibits, and plan events around themes such as Black History Month and Women's History Month. Participating children and youth create art, recite speeches and poems, and perform skits, songs and dances. These events are open and free to the community and public to attend.

**5. Dr. Martin Luther King, Jr., Parade and Festivities Committee, Inc.**

P.O. Box 510406  
Miami, Florida 33151

**Award: \$7,025**

*Dr. Martin Luther King, Jr. Parade and Festivities*  
January 10 - 14, 2011

Funds are requested to support the 2011 MLK Festivities which consists of a nondenominational, nonsectarian spiritual breakfast, an Oratorical Essay Contest, a joint venture between MLK and Miami-Dade County Public School students, an awards and scholarship banquet and the traditional parade through Liberty City/Brownsville on MLK Blvd. These events are free and open to the public.

**6. DuMond Conservancy for Primates and Tropical Forests, Inc.**

14805 SW 216 Street  
Miami, Florida 33170

**Award: \$2,634**

*Golden Lion Tamarin Festival*  
February 12, 2011

Funds are requested to support the Golden Lion Tamarin Festival which celebrates the biodiversity and culture of Brazil by showcasing the Golden Lion Tamarin. The festival will be held at Monkey Jungle on February 12, 2011 and is open to the public. The keynote speaker at this family event will empower young people as solution-oriented stewards of the environment. The program includes Brazilian dancing, Capoeira, drama, and art exhibitions all by local artists from middle/high schools, biology university students and our cultural community.

**Miami-Dade County Department of Cultural Affairs  
FY2010-11 Community Grants (CG) Program – 2<sup>nd</sup> Quarter**

**7. Empower U, Inc.**

8309 NW 22nd Avenue  
Miami, Florida 33147

**Award: \$4,391**

*National Black HIV/AIDS Awareness Day 2011: HIV Expressions through the Arts*  
February 4, 2011

Funds are requested to support the HIV Expressions thru the Arts is a showcase of local vocalists, dancers, musicians, and spoken word artists in observance of the National Black HIV/AIDS Awareness Day (NBHAAD), now in its 11th year. Through the arts, these artists will bring awareness of the HIV epidemic and its affects on the Black community, which is the purpose of NBHAAD. HIV Expressions thru the Arts will entertain, inspire & educate and this event is open to the public.

**8. Friends of the Miami-Dade Public Library**

101 W Flagler Street  
Miami, Florida 33130

**Award: \$8,781**

*Miami-Dade Public Library System: 40th Anniversary Celebration*  
January 13 - March 31, 2011

Funds are requested to support the 49th Anniversary Celebration titled "Cultivated Under the Sun." The cultural events will take place at all 48 libraries such as mini-storytelling festivals, author visits, retrospective art exhibits, song, dance and more. All events are free and open to the public.

**9. Greater Miami Billfish Tournament, Inc.**

P.O. Box 1036  
Key Biscayne, Florida 33149  
*Baywalk Arts Festival*  
March 31 - April 3, 2011

**Award: \$4,391**

Funds are requested to support the Baywalk Arts Festival of the Yamaha Contender Miami Billfish Tournament. This arts and crafts festival was developed as an additional component of the tournament's daily dock activities which are free and open to the public. Events take place at the Miami Beach Marina.

**10. MiMo Biscayne Association, Inc.**

686 NE 74th Street  
Miami, Florida 33138  
*MiMo Madness Festival*  
March 5, 2011

**Award: \$7,025**

Funds are requested to support the MiMo Madness Festival on March 5, 2011 that celebrates the MiMo Historic District on Biscayne Boulevard between 65th and 77th streets. The Festival is a cultural experience free and open to the public and will include music, artists, street theater, historic district walking tours, antique and craft vendors, gourmet food tastes and crafts for children.

**Miami-Dade County Department of Cultural Affairs  
FY2010-11 Community Grants (CG) Program – 2<sup>nd</sup> Quarter**

**11. New Visions For South Dade, Inc.**

424 SW 11th Avenue  
Homestead, Florida 33030  
*The 2011 Dr. Martin Luther King Parade/Festival in Homestead and Florida City*  
January 17, 2011

**Award: \$5,269**

Funds are requested to support the 2011 MLK Parade/Festival in Homestead and Florida City. The event begins with the 2011 MLK Essay Contest , the parade and the 2011 MLK Scholastic Luncheon. These events are free and open to the public.

**12. PEN Club Cuban Writers in Exile, Inc.**

154 SW 17th Avenue, #507  
Miami, Florida 33135  
*Narrators of the Pen Club Series*  
January 22, February 19, March 19, April 16, June 18, & July 16, 2011

**Award: \$1,756**

Funds are requested to support publishing of a Book of the Narrators of the PEN Club of Cuban Writers in Exile to be distributed to local schools and libraries in our world congresses, giving a scope of Miami Dade writers to different nations. It will also help our monthly activities in the Koubek Center and world congresses.

**13. Richmond Heights Homeowner's Association, Inc.**

11225 S.W.152 Street  
Miami, Florida 33157  
*Richmond Heights Community Holiday Festival*  
January 1, 2011

**Award: \$3,513**

Funds are requested to support the Richmond Heights Community Holiday Festival. This holiday celebration uses the performing arts to highlights the pride and tradition this historic community. This event is free and open to the public.

**14. Rotary Foundation of South Miami, Inc.**

6401 SW 87 Avenue, Suite 204  
Miami, Florida 33173  
*South Miami Rotary Art Festival*  
February 27 & 28, 2011

**Award: \$4,391**

Funds are requested to support the South Miami Rotary Art Festival held on the main street of downtown South Miami on the last weekend in February. This annual, family-friendly outdoor event is expected to attract over 32,000 visitors over two days as it celebrates its 27th Anniversary in 2011.

**Miami-Dade County Department of Cultural Affairs**  
**FY2010-11 Community Grants (CG) Program – 2<sup>nd</sup> Quarter**

**15. Shakespeare in the Park Miami, Inc.**

2701 S. Bayshore Drive, Suite 605  
Coconut grove, Florida 33133  
*Shakespeare in the Park 2011*  
January 8 - 30, 2011

**Award: \$8,780**

Funds are requested to support salaries for actors and technical staff for Shakespeare Miami's Free Shakespeare in the Park event. The 2011 production will be Romeo & Juliet. The production of Romeo & Juliet will be held in Miami and the free educational programming will take place in two title one schools in Miami-Dade county.

**16. St. Patrick's Day Committee, Inc.**

P.O. Box 836225  
Miami, Florida 33283  
*St Patrick's Day Festival*  
March 12, 2011

**Award: \$ 3,073**

Funds are requested to support an Irish cultural arts festival on March 12, 2011. The festival will feature music, dance, food, crafts & children's activities. Vendors will sell jewelry, art, & crafts, some Irish and others from other ethnic groups. Artists will include professional singers, dancers, music groups, and pipers.

**17. Team Action, Inc. a/f/a for Spase Cadets Foundation**

Po box 190885  
Miami, Florida 33139  
*"Lil Haiti The Untold Story" a Stage Play*  
February 19, 2011

**Award: \$3,952**

Funds are requested to support "Lil Haiti' The Untold Story , a stage play on Saturday February 19th, 2011 at the Little Haiti Cultural Arts Center. 'Lil Haiti' The Untold Story is a riveting in depth tale of how Haitian Americans overcame prejudice, racism and severe obstacles to attain a piece of the American dream also laying a foundation for Haitians now to enjoy the freedoms of today. This event is open to the public.

**18. The Big Blue & You Foundation**

212 NE 154 Street  
Miami, Florida 33162  
*Art By the Sea - Ocean Adventure Series*  
February 5, 2011

**Award: \$6,586**

Funds are requested to support Art by the Sea. This is an event on the beach where children/youth create various art projects focusing on ocean conservation while being filmed for a Big Blue &You web show. They will use mediums from the ocean and recyclable items to develop these projects. Additional activities include, drumming, dancing and surfing. It is a one day event on February 5, 2011 at South Pointe, Miami Beach.

**Miami-Dade County Department of Cultural Affairs  
FY2010-11 Community Grants (CG) Program – 2<sup>nd</sup> Quarter**

**19. The Sunflower Society, Inc.**

5932 NE 6th Avenue  
Miami, Florida 33137  
*Sunflower's Senior Arts For Life Program*  
January 4 - 20, 2011

**Award: \$5,708**

Funds are requested to support Sunflower's free Senior Arts for Life Program to offer performances by 10 local artists in music, skits, dance, storytelling and green arts & crafts. Fun-filled performances & folk art classes will be held at The Hebrew Home South Beach Rehabilitation & Nursing Center, The Giffing Adult Center, VFW Seniors Are First, Federation Towers, Miami Preparatory School for children with disabilities, City Hall at the Village of El Portal & Miami Beach Botanical Garden.

**20. Tradisyon Lakou Lakay, Inc.**

10802 N.E. 4th Avenue  
Miami Shores, Florida 33161  
*TLL, Inc. Spring Fest II*  
March 14 - 18, 2011

**Award: \$4,426**

Funds are requested to support Spring Fest, a Spring break camp for children ages 5 to 16. They will participate in arts and crafts, Haitian drumming and traditional dance, tutoring/literacy programs and go on a cultural field trip. TLL, Inc. Spring Fest II will be the second year that the event is taking place in Spring. A showcase featuring highlights of the camp is free and open to the public.

**21. United Haitian American Artists, Inc.**

15002 NE 12th Avenue  
Miami, Florida 33161  
*22nd Annual Haitian Independence Day Concert*  
January 1, 2011

**Award: \$4,391**

Funds are requested to present the 22nd Annual Haitian Independence Day Gala, which as in previous years, promises to be a reunion gathering of the premier Haitian performers and artists from local and international communities. The event will be held on January 1st, 2011, at the Adrienne Arsht Arts Center from 8:00 p.m. to 12:30 a.m. This event is open to the public.

**Miami-Dade County Department of Cultural Affairs  
FY2010-11 Community Grants (CG) Program – 2<sup>nd</sup> Quarter**

**22. United Jewish Generations, Inc.**

16820 NE 6 Court  
North Miami Beach, Florida 33162  
*Fine Arts and Culture for the Elderly (FACE)*  
January 16 & February 20, 2011

**Award: \$4,391**

Funds are requested to support the "Fine Arts and Culture for the Elderly" project. Specifically, UJG is arranging two events- a grand Klezmer concert and a theatrical performance. Both events will be open to the general public. They will especially benefit the elderly of Greater Miami. The locations will be the North Miami Beach Theatre and Mcdonald Center.

**23. Village of Pinecrest - Pinecrest Gardens**

12645 Pinecrest Parkway  
Pinecrest, Florida 33156  
*The Big Gig...A Youth Performing Arts Celebration*  
March 17 - 20, 2011

**Award: \$6,586**

Funds are requested to support the Big Gig, a Youth Performing Arts Festival at Pinecrest Gardens. This will consist of three days of classes, workshops, demonstrations, lectures and performances for and by the participants. All days are free to participants, open to public except for Sunday performances costing \$20 for an all-day ticket in the Banyan Bowl.

**24. World Literacy Crusade of FL, Inc.**

6015 NW 7th Avenue  
Miami, Florida 33127  
*7th Annual It Takes A Village Conference*  
March 26, 2011

**Award: \$5,269**

Funds are requested to support Girl Power's 7th Annual It Takes a Village Conference" will be held on Saturday, March 26th, 2011, during the much celebrated Women's History Month at the American Legion Post 29. This year's conference theme is "Improving Our World One Girl at a Time". This empowerment conference will bring together young girls, parents/guardians and professional women who will participate in group mentoring activities, interactive workshops, fitness exercises, healthy eating demonstrations, and an empowering luncheon featuring our invited guest speaker First Lady Michelle Obama.