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

Memorandum

MIAMI-DADE COUNTY

Date: July 7, 2011

Agenda Item No. 9(A)(2)

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

From: Alina T. Hudak
County Manager

Resolution No. R-554-11

Subject: FY 2010-2011 Community Grants Program – Fourth Quarter Recommendations for a Total of $100,000

Recommendation

It is recommended that the Board approve the funding of 20 grants for a total of $100,000 from the FY 2010-2011 Community Grants Program – Fourth 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 cancellation provisions contained in the contracts for these grants, is delegated to Michael Spring, Director of the Miami-Dade Department of Cultural Affairs.

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 May 5, 2011 to review 20 applications requesting $133,760 for the Fourth Quarter of the program. The panel recommended funding 20 applicants for a total of $100,000. The Cultural Affairs Council approved these recommendations at their meeting on May 18, 2011.

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

The Community Grants Program is responsive on a quarterly basis to organizations, which develop small and large-scale community-based programs, projects, events, and publications.

The program is particularly sensitive to the needs of: 1) indigenous cultural neighborhood activities and projects encouraging the preservation of heritage, traditions and culture; and 2) social service organizations and cultural groups developing collaborative intervention projects.

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

Assistant County Manager

MEMORANDUM

(Revised)

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

DATE: July 7, 2011

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

SUBJECT: Agenda Item No. 9(A)(2)

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)(2)

7-7-11

RESOLUTION NO. R-554-11

RESOLUTION AUTHORIZING THE APPROVAL OF TWENTY (20) GRANTS FOR A TOTAL OF $100,000 FROM THE DEPARTMENT OF CULTURAL AFFAIRS FY 2010-2011 COMMUNITY GRANTS PROGRAM – FOURTH QUARTER WITH ALGO NUEVO, INC.; ARTOCONECTO, INC.; ASSOCIATION OF EXCHANGE AND DEVELOPMENT OF ACTIVITIES AND PARTNERSHIP, AEDAP, INC.; CENTRO CULTURAL BRASIL - USA DA FLORIDA, INC.; CITY OF MIAMI - LITTLE HAITI CULTURAL CENTER; COMMUNITY CONCERT ASSOCIATION, INC.; CRYSTAL PARROT PLAYERS, INC.; DELOU AFRICA, INC.; FLORIDA ASSOCIATION OF NON PROFIT ORGANIZATIONS, INC. A/F/A FOR CENTRO CULTURAL BOLIVIANO MASIS; FRESH START OF MIAMI-DADE, INC.; INSTITUTO DE CULTURA PERUANA, INC.; KEY BISCAYNE 4TH OF JULY PARADE COMMITTEE, INC.; MIAMI BEACH CULTURAL ARTS ALLIANCE, INC.; MIAMI MUSIC PROJECT, INC.; MIAMI WATERCOLOR SOCIETY, INC.; TALENT ARTISTIC JUVENILE INC.; TEMPLE ISRAEL OF GREATER MIAMI, INC. A/F/A FOR NEXT AT 19TH; THE MULTICULTURAL EDUCATIONAL CENTER, INC.; THE ON IT FOUNDATION, INC. A/F/A FOR THE FAT-LADY FINALLY SINGS PRODUCTIONS; WALENSTEIN SYMPHONY ORCHESTRA, INC.; AND 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 (20) grants for a total maximum of $100,000 from the Department of Cultural Affairs FY 2010-2011 Community Grants Program – Fourth Quarter as follows:

1.	Algo Nuevo, Inc.	$5,750
2.	Artoconecto, Inc.	$5,000
3.	Association of Exchange and Development of Activities and Partnership, AEDAP, Inc.	$3,000
4.	Centro Cultural Brasil - USA Da Florida, Inc.	$10,000
5.	City of Miami - Little Haiti Cultural Center	$4,500
6.	Community Concert Association, Inc.	$5,000
7.	Crystal Parrot Players, Inc.	$3,000
8.	Delou Africa, Inc.	$6,000
9.	Florida Association of Non Profit Organizations, Inc. a/f/a for Centro Cultural Boliviano Masis	$6,000
10.	Fresh Start of Miami-Dade, Inc.	$5,000
11.	Instituto de Cultura Peruana, Inc.	$4,500
12.	Key Biscayne 4th of July Parade Committee, Inc.	$4,000
13.	Miami Beach Cultural Arts Alliance, Inc.	$4,000
14.	Miami Music Project, Inc.	$7,500
15.	Miami Watercolor Society, Inc.	$2,500
16.	Talent Artistic Juvenile Inc.	$2,750
17.	Temple Israel of Greater Miami, Inc. a/f/a for Next at 19th	$8,500
18.	The Multicultural Educational Center, Inc.	$4,000

19.	The On It Foundation, Inc. a/f/a for The Fat-Lady Finally Sings Productions	$6,000
20.	Walenstein Symphony Orchestra, Inc.	$3,000

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 **Sally A. Heyman**, who moved its adoption. The motion was seconded by Commissioner **Jose "Pepe" Diaz** 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	absent	Lynda Bell	absent
Esteban L. Bovo, Jr.	aye	Jose "Pepe" Diaz	aye
Sally A. Heyman	aye	Barbara J. Jordan	aye
Jean Monestime	aye	Dennis C. Moss	aye
Rebeca Sosa	aye	Sen. Javier D. Souto	aye
Xavier L. Suarez	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of July, 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: **Christopher Agrippa**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. DBM

Deborah Bovarnick Mastin

MIAMI-DADE COUNTY

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS

«PROGRAM» 4th 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).

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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.
The Director, at his discretion, may authorize amendments to this agreement, so long as such amendments will not significantly alter the project including its quality, impact, or benefit to the organization, the County, or its citizens, and provided such amendments are without additive fiscal impact.

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
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1. Algo Nuevo, Inc. **Recommended Award: $5,750**

412 NW 11th Avenue
Miami, Florida 33128
Musical Programs for Seniors
July 11 - September 16, 2011

Funds are requested to present the 5th edition of the Musical Programs at Senior Centers project- a multilingual, varied program of artistic performances at Miami area senior centers with large Hispanic populations. Artists as young as 18 years old perform together with performers in their late 70's. The performances include tunes from salsa songs, bachata and cumbia that invite the audience to dance. The event is free and open to the public.

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2. Artoconecto, Inc. **Recommended Award: $5,000**

941 NE 84th Street
Miami, Florida 33138
KIDSART Summer Art Camp: Saturday workshops for children
July 30, August 06,13,20,27 & September 10, 2011

Funds are requested to support KIDSART, a Saturday morning arts program in Miami-Dade County where children between the ages of 6 and 12 years will visit artists' studios to engage in the process of creating artwork. The workshops are designed in themes and the pieces produced will be publicly exhibited in a local arts gallery in September.

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3. Association of Exchange and Development of Activities and Partnership, AEDAP, Inc. **Recommended Award: $3,000**

P.O. Box 6235
Miami, Florida 33256
AEDAP 5th Leadership Retreat - Cultural Exchange and AEDAP 2011 Haitian Community Calendar
September 17, 2011

Funds are requested to support AEDAP's 5th Leadership Retreat that will be held at the Doubletree by Hilton Mart and Convention Center. This Event will provide Haitian community-based organizations the forum to communicate their organizations' successes and promote their cultural events in the Community Calendar. This event will also highlight performances by various Haitian cultural organizations demonstrating Haitian arts, talents, folkloric dance and music. This event is open to the public.

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4. Centro Cultural Brasil - USA Da Florida, Inc. **Recommended Award: $10,000**

80 SW 8th Street Suite 2600
Miami, Florida 33130
Oscar Niemeyer at The Freedom Tower
September 8 - September 30, 2011

Funds are requested to support the presentation of the exhibition of the works of renowned architect, Oscar Niemeyer to be held at the historic Freedom Tower in Miami. This landmark exhibition was successfully presented in Rio de Janeiro, Curitiba (Brazil), Heerlen (Holland) and Madrid (Spain), in order to expose the general public, middle and high school students and college-level architecture students to the work and life of this world renowned architect.

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5. City of Miami - Little Haiti Cultural Center **Recommended Award: $4,500**

212-260 NE 59th Terrace
Miami, Florida 33137
Discover Art! Family Festival
July 29, 2011

Funds are requested to support the Discover Art! Family Festival. This festival will showcase and promote a wide array of visual and performing arts activities at the Little Haiti Cultural Center and provide the communities of South Florida a fun and educational family-based arts event. The event is free and open to the public.

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6. Community Concert Association, Inc. **Recommended Award: $5,000**

5195 SW 64th Avenue
Miami, Florida 33155
Crosstown String Quartet: A World of Music
August 19, 29, September 3, 9, 12, 16, 17, 23, 30, 2011

Funds are requested to support performances and special education workshops lead by The CrossTown String Quartet. CTSQ programs combine classical music with folk, jazz, traditional & popular music from around the world. The concerts will present music from the many nations and cultures that comprise our very diverse population. The educational workshops will introduce string instruments to hearing impaired children with cochlear implants at the Debbie School. These events are open to the public.

Miami-Dade County Department of Cultural Affairs
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7. Crystal Parrot Players, Inc. **Recommended Award: $3,000**

6501 SW 62nd Court
South Miami, Florida 33143
The Lucayan Taino- film screening
September 15, 2011

Funds are requested to support the public screening of two films: Full Circle: A Taino Story about the first encounter between the Spanish and the Lucayans by Miami filmmaker, Travis Neff; and The Lost Taino Tribe that explores Taino history and Puerto Rican identity by filmmaker, Alex Zacarias. A panel discussion about the Lucayan people of pre-Columbian Bahamas will consist of panelists: South Florida archeologist, Bob Carr; author, Sandra Riley; Taino ceremonialist, Miguel Sague; and Bahamian artist, Alton Lowe. This event is open to the public.

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8. Delou Africa, Inc. **Recommended Award: $6,000**

11054 SW 159th Terrace
Miami, Florida 33157
African Diaspora Dance & Drum Festival of Florida
August 5-7, 2011

Funds are requested to support the 2nd Annual African Diaspora Dance and Drum Festival of Florida. It will feature world renowned artists who will teach and perform African dance, drum and music to children and adults of multicultural backgrounds. Highlights of the festival include free dance and drum workshops for children under 12 years, a vendor marketplace, concert, raffle and a symposium. This cultural event will be held at the Little Haiti Cultural Center and is open to the public.

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9. Florida Association of Non Profit Organizations, Inc.
a/f/a for Centro Cultural Boliviano Masis **Recommended Award: $6,000**

1051 SW 73 Avenue
Miami, Florida 33144
9th Annual Andean Dance and Music Fesitival
August 13, 2011

Funds are requested to support the 9th Annual Andean Dance and Music Festival which will take place at the Manuel Artime Theater. The performances will represent all countries geographically located in the Andies Mountain Range, namely Bolivia, Chile, Columbia, Equador and Peru. In addition, the festival will feature dance and music by internationally renowned Kalamarka, Sumaj Tusuy/Peru, Images of Chile, Taller Masis, Encuentro and groups of children dancers, Juchey Masis. This festival is open to the public.

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10. Fresh Start of Miami-Dade, Inc. **Recommended Award: $5,000**

18075 NW 27th Avenue
Miami Gardens, Florida 33056
Arts and Recovery Project- exhibition of the art of persons with mental disabilities
July 13 - September 13, 2011

Funds are requested to support the Consumer Network of Fresh Start's innovative "Arts & Recovery Project," a series of free art workshops providing persons with mental disabilities a unique healing opportunity to learn, create and display their art at the Recovery Month Exhibit. The Project will be held at Villa Esperanza Community Drop-In Center and the exhibition at Rhode Building in downtown Miami and is free and open to the public.

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11. Instituto de Cultura Peruana, Inc. **Recommended Award: $4,500**

6105 SW 129th Place, #1808
Miami, Florida 33183
XX Spanish Literary Contest
July 29 ,2011 & September 30, 2011

Funds are requested to support the XX Spanish Literary Contest in poetry and short story, open to all who enjoy literature in the United States and other Spanish speaking countries. It will culminate with an award presentation ceremony in the auditorioum of the New Professions Technical Institute on West Flagler in Miami, in which well known poets, singers, dancers, actors and other artists will participate. This literary contest will be judged by a distinguished jury, and a book will be printed with awarded works and distribubted to local libraries.

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12. Key Biscayne 4th of July Parade Committee, Inc. **Recommended Award: $4,000**

260 Crandon Boulevard, #12
Key Biscayne, Florida 33149
4th of July Parade
July 4, 2011

Funds are requested to support the 52nd Annual Key Biscayne 4th of July Parade, a uniquely American tradition that is free and open to the public. Original floats, high school marching bands, Caribbean musicians, dancers, trail riders, Scottish bagpipers, youth clubs and more will perform under the theme "America Rocks."

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13. Miami Beach Cultural Arts Alliance, Inc. **Recommended Award: $4,000**

1620 Drexel Avenue
Miami Beach, Florida 33139
Symphony of the Americas Summerfest 2011
July 24, 2011

Funds are requested to support the Symphony of the Americas Summerfest 2011 at the Miami Beach Community Church. The concert will be performed by the Remenyi Ede Chamber Orchestra, an ensemble of 22 internationally acclaimed musicians from Hungary, conducted by Maestro James Brooks-Bruzzese. This concert is open to the public.

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14. Miami Music Project, Inc. **Recommended Award: $7,500**

1300 Biscayne Boulevard
Miami, Florida 33132
Miami Music Project Performance at Family Fest
March 26, 2011

Funds are requested to support Miami Music Project's concert, side by side with young, talented players from local youth orchestras, including, among others, the South Florida Youth Symphony and the Greater Miami Youth Symphony. The performance will occur as a part of the Adrienne Arsht Center's Family Fest celebration. There will also be an "instrument petting zoo" for youth to try the instument that they see on stage. Attendance for the performance is projected at over 1,600 people of all backgrounds, races and ethnicities and is open to the public.

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15. Miami Watercolor Society, Inc. **Recommended Award: $2,500**

P.O. Box 56-1953
Miami, Florida 33256
Teacher Watercolor Workshop and First Annual Online Exhibition
August 29, 2011- September 10, 2011

Funds are requested to support a free Teacher Workshop that will be held at Fairchild Tropical Botanic Garden for 30 Miami-Dade County art teachers where they will refresh their watercolor painting techniques and learn new skills so they can enhance their watercolor painting teaching techniques to their students. The 1st Annual Online Exhibition is a juried watercolor show and is free and open to the public via the website.

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16. Talent Artistic Juvenile Inc. **Recommended Award: $2,750**

6920 W 2nd Way
Hialeah, Florida 33014
The 13th World of Children/El Mundo de los Niños Event
August 21, 2011

Funds are requested to present the 13th World of Children/El Mundo de los Niños. This single-day event takes place at the Goodlet Theater in Hialeah. The program will showcase musicians, dancers, poets and painters ages 6-17 years old that have a passion for the arts. This event is open to the public.

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17. Temple Israel of Greater Miami, Inc.
a/f/a for Next at 19th **Recommended Award: $8,500**

137 NE 19th Street
Miami, Florida 33132
Guava Rugelach Festival & Lounge
July 27, August 17 & 31, September 3 & 4, 2011

Funds are requested to support the 4th Annual Guava Rugelach Festival featuring a diversity of performers representing a broad array of Jewish-rooted musical genres celebrating Tropical Jewish Sound.The Guava Rugelach Lounge will feature select performers and artists from the Festival in partnership with other arts organizations and disciplines. These events are open to the public.

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18. The Multicultural Educational Center, Inc. **Recommended Award: $4,000**

17540 SW 93rd Place
Miami, Florida 33157
MEC Week of Art & Cultural Awareness and Grand Opening Project
August 8 - 13, 2011

Funds are requested to support the MEC Week of Art & Cultural Awareness and Grand Opening Project. The project will raise awareness and promote art and music learning through activities including art classes, music classes, etiquette, sport , chess, languages, food tasting. The project includes an open to public and paid/tuition summer camp that will be located at Eben-Ezer Christian School, in Naranja and the MEC Grand Opening to be held at UM.

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19. The On It Foundation, Inc. a/f/a for
The Fat-Lady Finally Sings Productions **Recommended Award: $6,000**

8600 SW 109 Avenue, #111
Miami, Florida 33173
The Stage Door Canteen Tribute to the Andrews Sisters
July 1-3, 2011

Funds are requested to support the production of 'Stage Door Canteen Tribute to the Andrews Sisters' - a musical tribute to the sights, sounds and swing tunes of the WWII era. The event will also honor veterans and active duty soldiers and their families. It will take place at The Rebeca Sosa Theater at the Miami Springs Community Center around the Independence Day holiday and is open to the public.

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20. Walenstein Symphony Orchestra, Inc. **Recommended Award: $3,000**

230 NE 121st Terrace
Miami Gardens, Florida 33161
A Romantic Evening With Tchaikovsky - Part III
September 10, 2011

Funds are requested to support Walenstein Symphony Orchestra's upcoming performance entitled: "A Romantic Evening With Tchaikovsky – Part III." It will take place on at Aventura Arts & Cultural Center. This event is open to the general public.