

Date: July 3, 2012

Agenda Item No. 8(C)(2)

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

From: Carlos A. Gimenez
Mayor

Subject: FY 2011-2012 Community Grants Program
Fourth Quarter Recommendations for a Total of \$107,000

Resolution No. R-542-12

Recommendation

It is recommended that the Board approve the funding of 21 grants for a total of \$107,000 from the FY 2011-2012 Community Grants Program – Fourth Quarter. Attached is a list describing the projects being recommended for funding. In addition, it is recommended that Resolution R-130-06 (requiring contracts with non-governmental entities be signed by the other parties before being submitted to the Board of County Commissioners) be waived in order to expedite the allocation of funding support for these time-sensitive tourism-oriented and community events.

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 2011-2012 adopted County budget ordinance. Community Grants are disbursed through Index Code CUGRANTS, Sub-object Code 60615 and drawn from Fund 125, Subfund 127.

Through Ordinance 11-74, under Grants to/Programs for Artists and Non-Profit Cultural Organizations, a total of \$462,000 has been allocated for FY 2011-2012 Community (CG) Grants (\$462,000 from Fund SO 125, Subfund 127). The remaining balance of \$107,000 in grants has been recommended for the fourth quarter of the fiscal year.

Delegation of Authority

Authority for executing contracts for these grants resides with the Mayor or his designee; authority for amending and exercising all provisions, including cancellation provisions contained in the contracts for these grants, is delegated to the Department Director.

Track Record/Monitor

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

Background

The Community Grants Panel convened on May 8, 2012 to review 22 applications requesting \$116,655 for the Fourth Quarter of the program. The panel recommended funding 21 applicants for a total of \$107,000. The Cultural Affairs Council approved these recommendations at their meeting on May 16, 2012.

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

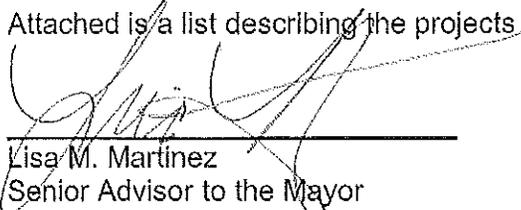
The Community Grants Program is responsive on a quarterly basis to organizations, which develop small and large-scale community-based programs, projects, events and publications.

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.

It is recommended that Resolution R-130-06 (requiring contracts with non-governmental entities be signed by the other parties before being submitted to the Board of County Commissioners) be waived. These grants recommendations are being submitted to the Board immediately subsequent to their thorough evaluation by the Cultural Affairs Council and while the Department of Cultural Affairs simultaneously issues grant agreements for execution by grantees, subject to the Board's approval of this agenda item. It is in the best interest of the County to waive Resolution R-130-06 and proceed in this manner in order to expedite grant allocations for time-sensitive tourism-oriented and community events. This "dual track" approach saves from one to two months of time in providing funding support to projects that have been evaluated through a thorough and already lengthy grants review process. As a safeguard, the Department negotiates the grant agreements by closely adhering to the descriptions of projects that are summarized in the list of grant projects attached to this memorandum to ensure that County grant funds are used strictly for the activities that are listed in this memorandum and represented in the subsequent grant agreements.

Attached is a list describing the projects being recommended for funding.



Lisa M. Martinez
Senior Advisor to the Mayor



MEMORANDUM

(Revised)

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

DATE: July 3, 2012

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

SUBJECT: Agenda Item No. 8(C)(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. 8(C)(2)
7-3-12

RESOLUTION NO. R-542-12

RESOLUTION AUTHORIZING THE FUNDING OF TWENTY ONE (21) GRANTS FOR A TOTAL OF \$107,000 FROM THE DEPARTMENT OF CULTURAL AFFAIRS FY 2011-2012 COMMUNITY GRANTS – FOURTH QUARTER WITH: ALGO NUEVO INCORPORATED; ALLIANCE FRANÇAISE DE MIAMI, INC.; ARTOCONECTO, INC.; CITY OF MIAMI -LITTLE HAITI CULTURAL CENTER; DELOU AFRICA, INC.; FEDERATION OF FAMILIES, MIAMI-DADE CHAPTER, INC.; FLORIDA ASSOCIATION OF NONPROFIT ORGANIZATIONS, INC. A/F/A FOR CENTRO CULTURAL BOLIVIANO MASIS; FLORIDA ASSOCIATION OF NONPROFIT ORGANIZATIONS, INC.; FRESH START OF MIAMI-DADE, INC.; HISPANIC-AMERICAN LYRIC THEATRE, INC. A/F/A FOR PULSE CHAMBER MUSIC, INC.; IFE-ILE, INC.; INSTITUTO DE CULTURA PERUANA, INC.; INTERNATIONAL SOLIDARITY FOR HUMAN RIGHTS, INC.; KEY BISCAYNE COMMUNITY FOUNDATION, INC.; PINK H. FOUNDATION, INC.; SHAKE-A-LEG MIAMI, INC.; SOUTH FLORIDA FRIENDS OF CLASSICAL MUSIC, INC.; THE MULTICULTURAL EDUCATIONAL CENTER, INC.; THE ON IT FOUNDATION, INC. A/F/A FOR THE FAT-LADY FINALLY SINGS THEATER GROUP AND PRODUCTIONS; TOWN OF CUTLER BAY; WALENSTEIN SYMPHONY ORCHESTRA, INC. WAIVING RESOLUTION R-130-06, AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXECUTE GRANT AGREEMENTS 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 hereby waives the requirements of resolution R-130-06, and approves funding of twenty-one (21) grants for a total of \$107,000 from the FY 2011-2012 Community Grants Program- Fourth Quarter as follows:

1.	Algo Nuevo Incorporated	\$4,586
2.	Alliance Française De Miami, Inc.	\$4,586
3.	ARTOCONECTO, INC.	\$4,586
4.	City of Miami -Little Haiti Cultural Center	\$6,879
5.	Delou Africa, Inc.	\$6,879
6.	Federation of Families, Miami-Dade Chapter, Inc. Florida Association of Nonprofit Organizations, Inc. a/f/a for Centro Cultural	\$4,586
7.	Boliviano Masis	\$5,962
8.	Florida Association of Nonprofit Organizations, Inc.	\$1,559
9.	Fresh Start of Miami-Dade, Inc.	\$4,586
10.	Hispanic-American Lyric Theatre, Inc. a/f/a for Pulse Chamber Music, Inc.	\$4,586
11.	IFE-ILE, Inc.	\$6,879
12.	Instituto De Cultura Peruana, Inc.	\$6,201
13.	INTERNATIONAL SOLIDARITY FOR HUMAN RIGHTS, INC.	\$3,670
14.	Key Biscayne Community Foundation, Inc.	\$3,670
15.	Pink H. Foundation, Inc.	\$4,082
16.	Shake-A-Leg Miami, Inc.	\$6,879
17.	South Florida Friends of Classical Music, Inc.	\$4,586
18.	The Multicultural Educational Center, Inc. The On It Foundation, Inc. a/f/a for The Fat-Lady Finally Sings Theater	\$5,503
19.	Group and Productions	\$5,962
20.	Town of Cutler Bay	\$5,270
21.	Walenstein Symphony Orchestra, Inc.	\$5,503

and authorizes the County Mayor or County Mayor's designee to execute grant agreements, in substantially the form of the sample attached hereto, with each grantee for and on behalf of Miami-Dade County, Florida and to execute the cancellation provisions contained therein.

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

The Chairperson thereupon declared the resolution duly passed and adopted the 3rd day of July, 2012. 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.

DF

Daniel Frastai



**MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
Community Grants Program – Fourth 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: July 1, 2012
- 6. GRANT END DATE: September 30, 2012
- 7. REPORT DEADLINE: November 14, 2012

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, 2011 as provided with the grant award package, and with those provisions outlined in the notarized and attached Universal Affidavit. Further, the Grantee agrees that the funded project will be executed in substantially the form outlined in the original application as approved for funding; in accordance with the program guidelines of the Community Grants program and within the scope of budget submitted in the attached Restatement of Project Budget.

(Grantee's Corporate Seal)

Signature Authorized Official #1

Printed Name/Title Authorized Official #1

Signature Authorized Official #2

Printed Name/Title Authorized Official #2

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

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
GENERAL TERMS AND CONDITIONS FOR GRANTS (October, 2011) – 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.

Amendments to this Agreement and/or minor project revisions believed to be necessary for the purpose of completing the project, but which do not increase the amount of the grant award or substantially alter the original project, its quality, impact, or benefit to the organization, the County or its citizens, must be submitted/requested in writing to the Director sufficiently prior to implementation of revisions for the Director's execution (in the case of an amendment) or approval (in the case of a revision). 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 1.6.; 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 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 as delegated to the Director, no other modifications or amendments may be made to the Agreement unless made in writing, signed by both parties, and approved by appropriate action by the Miami-Dade County Board of County Commissioners and Mayor.

ARTICLE III - INSURANCE

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

1. Workers Compensation Insurance for all employees of the Grantee as required by Florida Statute 440.
2. Commercial General Liability Insurance in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

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

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

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

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

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

ARTICLE IV - TERMINATION

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

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

ARTICLE V - SPECIAL CONDITIONS

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

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

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

Miami-Dade County Department of Cultural Affairs

FY 2011-12 Community Grants (CG) Program – 4th Quarter

1. Algo Nuevo Incorporated

412 NW 11 Avenue
Miami, Florida 33128

Award: \$4,586

Algo Nuevo Performance Series

July 15 & 29, August 12 & 25, September 16 & 29, 2012

Funds are requested to present the 6th Annual Algo Nuevo Performance Series . These performances are open to the general public and consist of four performances at local senior centers in Miami-Dade County and two shows at the Polish American Club and include folkloric dances and Latin musical tunes such as the merengue, apambichao, cumbia, tango, bossa nova, jazz and more. The admission for the performances at the Polish American Club is \$5.00. The performances at the senior centers are free of charge and all are open to the public.

2. Alliance Francaise De Miami, Inc.

618 SW 8 Street
Miami, Florida 33130
Le bal du 14 Juillet - Bastille Day
July 14, 2012

Award: \$4,586

Funds are requested to support the "Bal du 14 Juillet - Bastille Day," an event celebrating France's Independence Day. This event will showcase French culture and heritage with the Miami-Dade community through food, music, dance and art at the Alliance Française Miami on July 14th, 2012. This event is free and open to the public and 800 attendees are expected to attend.

3. ARTOCONNECTO, INC.

941 NE 84 Street
Miami, Florida 33138
KIDSART

Award: \$4,586

July 14, 21, 28 & August 4, 11 & August 8, 2012

Funds are requested to support KIDSART, a Saturday morning summer arts program where children between the ages of 6-12 years old will visit working artists' studios to engage in the process of creating artwork in a collaboration with the artist and other children. Each workshop is designed by the artist around a theme and all of the artwork created will be publicly exhibited in a gallery show in the Design District at the end of the program and is free and open to the public.

Miami-Dade County Department of Cultural Affairs

FY 2011-12 Community Grants (CG) Program – 4th Quarter

4. City of Miami -Little Haiti Cultural Center

212-260 NE 59 Terrace
Miami, Florida 33137
Discover Art! Family Festival 2012
July 26, 2012

Award: \$6,879

Funds are requested to support the Discover Art! Family Festival. This festival will showcase the wide array of visual and performing arts activities at the Little Haiti Cultural Center (LHCC) as well as partnering arts organizations in Miami-Dade County. The event provides the community a fun and educational family-based cultural and arts event showcasing the various programs of the LHCC. The event is free and open to the public.

5. Delou Africa, Inc.

11054 SW 159 Terrace
Miami, Florida 33157
3rd Annual African Diaspora Dance & Drum Festival of Florida
August 3, 4 & 5, 2012

Award: \$6,879

Funds are requested to support the 3rd Annual African Diaspora Dance and Drum Festival of Florida. World-renowned artists will teach and perform African dance and drumming to children and adults of multicultural backgrounds. This cultural event will be held at the Little Haiti Cultural Center and is open to the public.

6. Federation of Families, Miami-Dade Chapter, Inc.

401 NW 2 Avenue, N812
Miami, Florida 33128
Expressions in Recovery
July 2 - September 24, 2012

Award: \$4,586

Funds are requested to support the Federation of Families' culturally enriching arts program consisting of summer workshops of visual arts for paper mache and photography targeted to youth and families recovering from substance abuse and mental health disorders. These families will use these art workshops as a cultural vehicle to express their life experiences. The art produced from the workshops will be displayed in an art exhibition at North Miami Senior High in September, 2012 and is free and open to the public.

Miami-Dade County Department of Cultural Affairs

FY 2011-12 Community Grants (CG) Program – 4th Quarter

7. Florida Association of Nonprofit Organizations, Inc. a/f/a for Centro Cultural Boliviano Masis

7480 Fairway Drive, 205
Miami Lakes, Florida 33014
10th Annual Andean Festival of Dance and Music
September 16, 2012

Award: \$5,962

Funds are requested to support the 10th Annual Andean Festival of Dance and Music at the Manuel Artime Theater. The performances represent seven countries located in the Andean Mountain Range: Argentina, Bolivia, Chile, Columbia, Equator, Peru and Venezuela. This festival will present the music, foods, culture, and folkloric dances of this region. This festival is open to the public.

8. Florida Association of Nonprofit Organizations, Inc.

7480 Fairway Drive, 205
Miami Lakes, Florida 33014
Solid as a Heart: Passion Perserverance Purpose
August 27 & 28, 2012

Award: \$1,559

Funds are requested to support Express Yourself, a series of mini performances free and open to the public during the 21st Florida Nonprofit Conference, Solid as a Heart. The separate Express Yourself segment of the event will take place in the public area of the Deauville Hotel. One thousand individuals are expected to attend plus 300 attendees of the conference. Setting the tone, artists Nestor Torres, The Goodwill Jazz Band and others will perform.

9. Fresh Start of Miami-Dade, Inc.

18075 NW 27 Avenue
Miami Gardens, Florida 33056
Recovery in the Arts
July 1 - September 11, 2012

Award: \$4,586

Funds are requested to support the Consumer Network's Innovative Recovery in the Arts Project, a series of free art workshops providing adults with severe and persistent mental illness a unique healing opportunity to learn, create, and display their art at the Recovery Month Exhibit. The art workshops will be held at Villa Esperanza Drop-In Center and the exhibition of the work will take place at the Rohde Building in downtown Miami, free of charge and open to the public.

Miami-Dade County Department of Cultural Affairs

FY 2011-12 Community Grants (CG) Program – 4th Quarter

10. Hispanic-American Lyric Theatre, Inc. a/f/a for Pulse Chamber Music, Inc.

9130 SW 123 Avenue Court

Award: \$4,586

Miami, Florida 33186

Family Saturday Concert Series

July 14, August 11 & September 8, 2012

Funds are requested to support a classical music concert series performed by Pulse Chamber Music at the Coral Gables Museum. These concerts will be held on Family Saturdays and will be free and open to the public. These concerts will introduce new audiences to the beauty of chamber music.

11. IFE-ILE, Inc.

4845 NW 7 Street, #404

Award: \$6,879

Miami, Florida 33126

14th Annual Ife-Ile Afro Cuban Dance Festival

August 3 & 4, 2012

Funds are requested to support the 14th Annual Ife-Ile Afro-Cuban Dance Festival. This festival will provide an array of cultural dance and drumming workshops ranging from Afro-Cuban to Haitian and includes a public performance and a residency program for dance students studying at the University of the West Indies. This Festival will take place at the Little Haiti Cultural Center and is open to the public.

12. Instituto De Cultura Peruana, Inc.

6105 SW 129 Place, #1808

Award: \$6,201

Miami, Florida 33183

XXI Spanish Literary Contest

July 27 & September 30, 2012

Funds are requested to support the XXI Spanish Literary Contest of Spanish language poetry and short story. It will culminate with a community award presentation at the New Professions Technical Institute In Little Havana. The presentation will include local poets, singers, dancers, actors and artists. The literary contest will be judged by a distinguished jury of award-winning poets and a book of the winning works will be printed and distributed to the community and local libraries.

Miami-Dade County Department of Cultural Affairs

FY 2011-12 Community Grants (CG) Program – 4th Quarter

13. INTERNATIONAL SOLIDARITY FOR HUMAN RIGHTS, INC.

12555 Biscayne Boulevard, #974
North Miami, Florida 33181

Award: \$3,670

The Route to Human Rights - Article 17: I have the Right to Own Private Property
July 28 & September 12 & September 26, 2012

Funds are requested to support the publication, distribution and marketing of a book addressing the Universal Declaration of Human Rights' Article 17, "I have the Right to Own Private Property," 1 of its 30 articles which will be part of the Route to Human Rights sculpture program. Two have been unveiled: Article 19 - Freedom of Expression and Article 2 - Freedom from Discrimination. This project includes 3 free and open to the public book discussions and debates at different locations, with a total estimated audience of 600 attendees.

14. Key Biscayne Community Foundation, Inc.

50 West Mashta Drive, Suite 3
Key Biscayne, Florida 33149
53rd Annual Key Biscayne 4th of July Parade
July 4, 2012

Award: \$3,670

Funds are requested to support the 53rd Annual Key Biscayne 4th of July Parade, a uniquely American tradition. Original floats, high school marching bands, Caribbean musicians, dancers, trail riders, Scottish bagpipers, youth clubs, and more will perform under the theme: America Is Key! This event is free and open to the public and shares America's rich cultural and heritage.

15. Pink H. Foundation, Inc.

7494 West 30 Avenue
Hialeah, Florida 33018
Multicultural Musical "United Families"
September 23, 2012

Award: \$4,082

Funds are requested to support the presentation of the III Multicultural Musical "United Families" in which artists perform folkloric dances and music from their native countries such as Mexico, Argentina, Brazil, Bolivia, Spain, Colombia, Ecuador and Cuba. The performances will celebrate the arts, cultures, and heritages of our diverse community in Miami-Dade County. The performance will take place at the Goodlet Theater in Hialeah and is open to the public.

Miami-Dade County Department of Cultural Affairs

FY 2011-12 Community Grants (CG) Program – 4th Quarter

16. Shake-A-Leg Miami, Inc.

2620 South Bayshore Drive
Miami, Florida 33133
Art by the Bay
June 2 - July 27, 2012

Award: \$6,879

Funds are requested to support 3 workshops for art creation activities, and 3 professional performance artists, which lead up to and include an art exhibit of the works by children who have physical, developmental and economic challenges. These workshops, performance artists and art exhibit are part of enrichment activities offered at Shake-a-Leg, Miami. A culminating exhibit of the children's work is free and open to the public.

17. South Florida Friends of Classical Music, Inc.

11620 NW 43 Terrace
Doral, Florida 33178
The Miami World Music Festival
September 13 - 16, 2012

Award: \$4,586

Funds are requested to support the Miami World Music Festival to be held at the Herbert & Nicole Wertheim Concert Hall at FIU. This Festival will feature five concerts of music from five different countries: Germany, Cuba, Spain, Russia and Argentina, representing academic, traditional and contemporary music from these cultures performed by acclaimed world-class artists. The events include a combination of free and low-cost ticketed concerts, and all are open to the public.

18. The Multicultural Educational Center, Inc.

17120 SW 94 Avenue, #401
Miami, Florida 33157
Art and Cultural Awareness Camp & Art Exhibition 2012
August 6 - 11, 2012

Award: \$5,503

Funds are requested to support the "Art and Cultural Awareness Camp & Art Exhibition 2012." This week-long, enrichment camp will raise awareness and promote art and music learning through activities including art classes, music classes, dance, chess, languages, sewing and more. An art exhibition will be held at the Wesley Gallery at the University of Miami and is open to the public.

Miami-Dade County Department of Cultural Affairs
FY 2011-12 Community Grants (CG) Program – 4th Quarter

19. The On It Foundation, Inc. a/f/a for The Fat-Lady Finally Sings Theater Group and Productions

18851 NE 29th Avenue, Suite 700
Aventura, Florida 33180
A Different Taste of Latin
July 7, 2012

Award: \$5,962

Funds are requested to support " A Different Taste of Latin" with performances by EsteFany Medina, her Band Eclipse and a wheel chair dance Troup, LMM. This performance will be held at the Rebeca Sosa Theater at the Miami Springs Community Center and is open to the public.

20. Town of Cutler Bay

10720 Caribbean Boulevard, Suite 105
Cutler Bay, Florida 33189
45th Annual Whispering Pines 4th of July Community Celebration
July 4, 2012

Award: \$5,270

Funds are requested to support the 45th Annual Whispering Pines 4th of July Community Celebration in the Town of Cutler Bay which consists of a patriotic parade and a community festival which includes musical and theatrical entertainment. The event will take place on our nation's birthday, July 4th, 2012 from 9am to 2pm at Whispering Pines Park. The event is free and open to the public.

21. Walenstein Symphony Orchestra, Inc.

14040 Biscayne Boulevard, #601
Miami, Florida 33181
The Arrival of Autumn with Walenstein Symphony Orchestra
September 15, 2012

Award: \$5,503

Funds are requested to support Walenstein Symphony Orchestra's upcoming performance entitled "The Arrival of Autumn," featuring the classical works of Vivaldi, Tchaikovsky, Pushkin and more. It will take place at the Aventura Arts Center. These funds will help cover, in part, the cost of marketing and printing of program notes, artistic fees and hall rental fees. This event is open to the general public.