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

Memorandum

MIAMI-DADE COUNTY

Date: November 5, 2014

Agenda Item No. 8(C)(1)

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Resolution No. R-969-14

Subject: FY 2014-2015 Community Grants Program
First Quarter Recommendations for a Total of $147,500.00

Recommendation

It is recommended that the Board approve the funding of 30 grants for a total of $147,500.00 from the FY 2014-2015 Community Grants Program – First 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 adopted in the FY 2014-2015 County budget ordinance. Community Grants are disbursed through Index Code CUGRANTS, Sub-object Code 60615 and drawn from Fund 125, Subfund 127.

Upon adoption of the FY 2014-2015 ordinance, under Grants to Programs for Artists and Non-Profit Cultural Organizations, a total of $525,000.00 is allocated for FY 2014-2015 Community (CG) Grants ($525,000.00 from Fund SO 125, Subfund 127). A remaining balance of $377,500.00 is to be used in the subsequent quarters of the program.

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 August 28, 2014 to review 30 applications requesting $228,800.00 for the First Quarter of the program. The panel recommended funding 30 applicants

for a total of $147,500.00. The Cultural Affairs Council is scheduled to approve these recommendations at their meeting on October 15, 2014.

The projects selected for funding represent a diversified range of activities and demographic locations. In its deliberations, the Panel and Council carefully considers and applies 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.

Michael Spring
Senior Advisor, Office of the Mayor

Miami-Dade County Department of Cultural Affairs
FY 2014-15 Community Grants (CG) – 1st Quarter
Grant Award Recommendations

1. COMPOSITUM MUSICAE NOVAE, INC. **Recommended Award: $2,750.00**
3100 NW 2 Street
Miami, Florida 33125
Compositum Musicae Novae Season 2
October 17, 2014 – September 18, 2015

District Location(s) for Project Activity: 6*

Funds are requested to support the CMN Season 2 Concert Series at the Coral Gables Museum. The CMN Season will present four concerts, featuring works of music, visual, and dance artists, such as National Endowment for the Arts awardee, Clare Shore, former composer in residence for the Miami Symphony Orchestra, Carlos Rivera, and Massachusetts-based composer, Dean Rosenthal. The concerts are free and open to the public.

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2. Cuban American Phototeque Foundation, Inc. **Recommended Award: $2,407.00**
4260 SW 74 Avenue
Miami, Florida 33155
Miami Photo Salon
December 1 – December 30, 2014

District Location(s) for Project Activity: 3 & 7*

Funds are requested to support Miami Photo Salon, an International Photo Festival that will encourage participation of the general public in a fine art venue, providing local talent with international exposure to advance their careers. The event will be held at Temple Israel in Downtown Miami and the Cuban American Phototheque Foundation, located in the Bird Road Arts District.

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3. E-COMB, Inc. **Recommended Award: $5,156.00**
210 2 Street
Miami Beach, Florida 33139
Fourth Miami & the Beaches Environmental Film Festival
November 11-16, 2014

District Location(s) for Project Activity: 3 & 5*

Funds are requested to support the Fourth Edition of the Miami & the Beaches Environmental Film Festival, a five-day festival, presenting twelve environmental documentaries at Miami Beach Cinematheque, Miami Biennale, Colony Theatre and New World Symphony Wallcast. This event is open to the public.

**The districts identified for each grantee indicate the location(s) of the majority of the particular organizer's performance(s)/event(s)/project(s). However, audiences and participants attending the performance(s)/event(s)/project(s) come from throughout the County and the region.*

4. FLORIDA DANCE EDUCATION ORGANIZATION, INC. **Recommended Award: $5,156.00**
8901 SW 79 Court
Miami, Florida 33156
Daniel Lewis Miami Dance Sampler
October 18-19, 2014

District Location(s) for Project Activity: 3*

Funds are requested to support artists participating in two performances of the Daniel Lewis Miami Dance Sampler to be held at the Little Haiti Cultural Center. The project, featuring a wide spectrum of dance works and genres, aims to advance a culture of dance in Miami-Dade County and provide Miami-based dance artists with support through audience exposure. This event is open to the public.

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5. Friends of WLRN, Inc. **Recommended Award: $5,156.00**
169 E. Flagler Street, Suite 1400
Miami, Florida 33131
Treblinka's Last Witness Premiere
October 21, 2014

District Location(s) for Project Activity: 5*

Funds are requested to support Treblinka's Last Witness premiere at the Olympia Theater at the Gusman Center. Samuel Willenberg, now 92 years old, is the last living survivor of the Treblinka death camp in Nazi-occupied Poland. Still haunted 70 years later by the horrors he witnessed as a young forced laborer, Samuel has immortalized the Treblinka story in a series of bronze sculptures of the tragic victims who dwell indelibly in his memory like ghosts. This event is open to the public.

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6. Fundarte, Inc. a/f/a for CUATROGATOS FOUNDATION, INC. **Recommended Award: $5,156.00**
10854 SW 88 Street, Unit 412
Miami, Florida 33176
The Reading Festival / Fiesta de la Lectura
October 6-11, 2014

District Location(s) for Project Activity: 3, 5, 7 & 9*

Funds are requested to support the second edition of The Reading Festival, a week dedicated to literature and reading in the context of the Hispanic Heritage Month. The Festival includes presentations by authors and storytellers in public schools, workshops, bilingual cards-poems, exhibitions and lectures for Hispanic children and adults, as as well as students learning the Spanish language. Free and open events will take place at Centro Cultural Español, Coral Way K-8 Bilingual Center, International Studies Preparatory Academy and Koubek Center. These events are open to the public.

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7. GIANTS IN THE CITY, Inc. **Recommended Award: $5,156.00**

7648 Biscayne Boulevard
Miami, Florida 33138
Giants in the City
December 4-7, 2014

District Location(s) for Project Activity: 5*

Funds are requested to support Giants in the City, a multidisciplinary monumental inflatable sculpture exhibition that will take place Miami Downtown Bayfront Park for four (4) days. The exhibition will feature a GIANT ECO MAZE, teaching kids and families about recycling through a fun maze activity with the goal of generating environmentally beneficial actions. This event is open to the public.

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8. Greater South Dade/South Miami/Kendall Chamber of Commerce d/b/a Chamber South
Recommended Award: $6,875.00

6410 SW 80 Street
South Miami, Florida 33143
43rd Annual Chamber South South Miami Art Festival
November 1-2, 2014

District Location(s) for Project Activity: 7*

Funds are requested to support the 43rd Annual South Miami Art Festival, a fine arts show produced by Chamber South featuring juried artists from across the world. This arts festival kicks off the festival season in Miami-Dade County and attracts over 50,000 people. The festival will be held in the heart of South Miami on Sunset Drive, close to the First National Bank of South Miami. The event and is free and open to the public, providing an outstanding multicultural experience in a family setting.

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9. Greater St. Paul A.M.E. Church, Inc. **Recommended Award: $4,125.00**

3680 Thomas Avenue
Miami, Florida 33133
The Coconut Grove Black Heritage Music Series
November 15, 2014

District Location(s) for Project Activity: 7*

Funds are requested to support the Coconut Grove Black Heritage Music Series featuring the Edward Waters College Concert Choir. The concert will be held at Greater St. Paul A.M.E. Church, Inc. through its Community Arts Program and is open to the public.

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Miami-Dade County Department of Cultural Affairs
FY 2014-15 Community Grants (CG) – 1st Quarter
Grant Award Recommendations

10. Heroes Unite, Inc. a/f/a for Lab 9 — **Recommended Award: $3,437.00**
150 SE 3 Avenue, Ph-1
Miami, Florida 33131
Voices of the Bush: A Gameplay
October 14-November 22, 2014

District Location(s) for Project Activity: 3*

Funds are requested to support Voices of the Bush: A Gameplay, an interactive theater experience produced by Lab 9. The theatre piece is centered in social satire, technology and culture and aims to contribute to the growth and relevance of theatre in South Florida. The performances are open to the public and will take place at the Miami Theater Center's Sandbox Theater.

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11. Hispanic American Lyric Theatre, Inc. a/f/a for ce n'est pas nous — **Recommended Award: $5,156.00**
800 Washington Avenue, Apt. 110
Miami Beach, Florida 33139
4 1/2
December 6-15, 2014

District Location(s) for Project Activity: 3 & 5*

Funds are requested to support "4 ½," a series of free performances in low-income housing communities including Lotus House Women's Shelter and Miami Bridge Youth Services by [ce n'est pas nous]. The evening seeks to explore the world of uniformity that French architect Le Corbusier espoused through a series of interdisciplinary vignettes, further developing the concept established in last season's "The Emerald House." This event is open to the public.

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12. Italian Film Festival, Inc. — **Recommended Award: $5,156.00**
5151 Collins Avenue Suite 224
Miami Beach, Florida 33140
2014 Cinema Italy (formerly Italian Film Festival)
October 1-14, 2014

District Location(s) for Project Activity: 5*

Funds are requested to support the 11th Annual Italian Film Festival to be held at the Regal Cinemas South Beach on Lincoln Road. This year's festival will include 10 of the top Italian films produced in 2013 and 2014 that have not yet been screened for South Florida audiences. The festival will also include a tribute to Italian cinema at Tower Theatre in Miami, a Short Film Competition and various Documentary screenings.

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Miami-Dade County Department of Cultural Affairs
FY 2014-15 Community Grants (CG) – 1st Quarter
Grant Award Recommendations

13. Kashmir Hindu Foundation, Inc. **Recommended Award: $4,812.00**
10400 NE 5 Avenue
Miami Shores, Florida 33138
Kashmir Hindu Heritage Day
November 15, 2014

District Location(s) for Project Activity: 1 & 3*

Funds are requested to support the 2nd year of Kashmiri Hindu Heritage Day. This event seeks to create awareness of Kashmiri culture and its heritage. Culture will be expressed through dance and music, art and flavors of Kashmiri cuisine. The event will be held at the North Miami Public Library and Miami Shores Community Center. This event is open to the general public.

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14. Key Biscayne Foundation, Inc. a/f/a for Art Heart Foundation, Inc. **Recommended Award: $3,437.00**
798 Crandon Boulevard, #42
Key Biscayne, Florida 33149
Art Heart Special Project and Exhibition
October 1-December 31, 2014

District Location(s) for Project Activity: 3 & 5*

Funds are requested to support the Art Heart Special Project and Exhibition for an art project involving children and their families undergoing treatment at Holtz Children's Hospital. An exhibition of photography and artwork will be presented demonstrating the process of creating artwork in the hospital. The artwork will be exhibited in a gallery at Holtz Children's Hospital in December and also at Miami Children's Museum. The exhibits will be open to the public.

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15. MERRICK FESTIVAL INCORPORATED **Recommended Award: $5,500.00**
PO Box 143506
Coral Gables, Florida 33114
2014 Caroling Competition
December 1-15, 2014

District Location(s) for Project Activity: 6*

Funds are requested to support the 2014 Caroling Competition, a free, week long event involving 30 Miami-Dade, K-8, middle and senior high school choirs. The Competition, now in its 28th year, presents over 1,500 local students performing at the 550 Biltmore Way Building in Coral Gables. Cash prizes, donated by local businesses, benefit the winning schools' music programs. This event is open to the public.

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16. Miami Acting Company, Inc. **Recommended Award: $4,125.00**
16201 SW 95 Avenue, Suite 104
Miami, Florida 33157
Fiddler on the Roof - Fall Season
September 18-November 11, 2014

District Location(s) for Project Activity: 7*

Funds are requested to support "Fiddler on the Roof," a Miami Acting Company production at the Banyan Bowl Theater of Pinecrest Gardens. The cast is composed veteran actors, as well beginning actors and performers. There will be three performances open to the general public.

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17. Miami Beach Arts Trust, Inc. **Recommended Award: $5,156.00**
1775 Washington Avenue, PH2
Miami Beach, Florida 33139
MiamiArtZine.com
October 1, 2014-September 30, 2015

District Location(s) for Project Activity: 5*

Funds are requested to support www.miamiartzine.com a free online publication dedicated to promoting the arts and culture in Miami-Dade County. The publication seeks to increase awareness of the arts in Miami-Dade County and serve as a cultural resource created for Miami-Dade County residents and visitors from the US and over 70 other countries.

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18. MIAMI SHORT FILM FESTIVAL, INC. **Recommended Award: $10,312.00**
247 SW 8 Street, #393
Miami, Florida 33130
13th Edition of the Miami short Film Festival
October 1-December 31, 2014

District Location(s) for Project Activity: 5 & 7*

Funds are requested to support the 13th Edition of the Miami Short Film Festival. The Festival will present simultaneous screenings of approximately 100 local, national and international short films at the Paragon Theater, Miami Beach Cinematheque, and North Beach Bandshell in Miami-Dade County in December. All screenings are open to the public.

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Miami-Dade County Department of Cultural Affairs
FY 2014-15 Community Grants (CG) – 1st Quarter
Grant Award Recommendations

19. Miami Wind Symphony, Inc. **Recommended Award: $5,156.00**
2118 NE 40 Avenue
Homestead, Florida 33033
A Soldiers Story
November 9, 2014

District Location(s) for Project Activity: 11*

Funds are requested to support the Miami Wind Symphony's concert entitled "A Soldiers Story" at the Wertheim Performing Arts Center located on the campus of Florida International University. The concert will feature Miami Dade College faculty members and the Civic Chorale of Greater Miami performing music that recounts the horrors of war and the valor and bravery of the men and women engaged in war. This event is open to the public.

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20. Music in Miami, Inc. **Recommended Award: $5,156.00**
2961 NE 185 Street, Unit 1618
Aventura, Florida 33180
Music in Miami
October 11, 2014-July 26, 2015

District Location(s) for Project Activity: 3*

Funds are requested to support 7 concerts throughout the year. The concerts are free and are located at Trinity Cathedral, 464 NE 16 Street, Miami, Florida. All concerts are on Sundays at 6pm. The concerts will take place on October 12, December 28, February 15, April 26 and the summer series on July 12, 19 and 26. The concerts are generally classical chamber concerts, however, Music in Miami has expanded into some jazz; the December concert is a celebration of Winter Sositice including students.

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21. Richmond Heights Community Association, Inc. **Recommended Award: $5,156.00**
11225 SW 152 Street
Miami, Florida 33157
Community Tree Lighting Festival
December 13, 2014

District Location(s) for Project Activity: 9*

Funds are requested to support Richmond Heights Community Association's 32nd Annual Community Tree Lighting Festival at Sgt. Joe Delancy's Park. This holiday celebration uses the performing arts to highlight the pride and tradition of this historic community and encourages residents to support cultural activities in Miami-Dade County. The festival uses visual cultural arts to address multi-cultural differences in Richmond Heights and its surrounding communities. The event is free to the public.

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Miami-Dade County Department of Cultural Affairs
FY2014-15 Community Grants (CG) – 1st Quarter
Grant Award Recommendations

22. SOUTH FLORIDA CHAPTER OF THE AMERICAN LISZT SOCIETY, INC. **Recommended Award: $2,235.00**
12724 SW 204 Street, #153
Miami, Florida 33177
South Florida Chapter of the American Liszt Society Piano Series
October 26-December 6, 2014

District Location(s) for Project Activity: 6 & 8*

Funds are requested to support a Piano Series presented by the South Florida Chapter of the American Liszt Society at the Deering Estate and Coral Gables Museum. The project will present 2 pianists in recital, 2 master classes for high-school/collegiate students and 2 pre-concert lectures. The event is open to the public.

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23. South Florida Deaf Recreation Association, Inc. **Recommended Award: $2,407.00**
13727 SW 152 Street, #404
Miami, Florida 33176
The National Theatre of the Deaf Project
November 7-8, 2014

District Location(s) for Project Activity: 13*

Funds are requested to support the presentation of the National Theatre of the Deaf (NTD), a Connecticut-based theatre company that that has the ability to inform, inspire and promote diversity and inclusion within our society as a whole. NTD will perform original works, classic stories, fables and poems, through the artistry of Sign Language and seamlessly blend them with the Spoken Word. The performances will take place at Goodlet Park and are open to the public.

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24. South Florida National Parks Trust, Inc. **Recommended Award: $2,407.00**
1390 South Dixie Highway, Suite 2203
Coral Gables, Florida 33146
Community Artist Program at Biscayne National Park
December 5, 2014-September 30, 2015

District Location(s) for Project Activity: 9*

Funds are requested to support the Community Artist Program at Biscayne National Park. The Community Artist Program showcases the work of local artists inspired by South Florida's national parks. Four exhibitions of original art will be mounted during the FY 2014-2015 season. The shows will be open to the public, free of charge.

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Miami-Dade County Department of Cultural Affairs
FY2014-15 Community Grants (CG) – 1st Quarter
Grant Award Recommendations

25. THE GERMAN SCHOOL OF SOUTH FLORIDA, INC. **Recommended Award: $3,300.00**

P.O. Box 431081
Miami, Florida 33243
Oktoberfest
October 11, 2014

District Location(s) for Project Activity: 10*

Funds are requested to support the 23rd annualGerman International Parent Association (GIPA) Oktoberfest celebration at the German American Social Club. Authentic German cuisine and culture will be on display, including dance and artistic performances. The event is free and open to the public and includes games, rides, a silent auction and a host of traditional tastes that pay tribute to the greatest German heritage celebration.

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26. The Miami Foundation, Inc. a/f/a for Borscht Corp **Recommended Award: $10,312.00**

848 NE 81 Street
Miami, Florida 33138
Borscht Film Festival
Decemeber 18-21, 2014

District Location(s) for Project Activity: 3 & 7*

Funds are requested to support the 9th edition of the Borscht Film Festival (BFF), which produces and showcases the work of local filmmakers and artists telling stories that go beyond the typical portrayal of Miami. The festival also produces regional filmmaking workshops, concert series and site-specific screenings. BFF will take place at the Filmore Miami Beach, Miami Science Museum, Young Arts Campus, O-Cinema, Miami Beach Cinematheque, and Haitian Cultural Center. BFF is free and open to the public

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27. The Miami Foundation, Inc. a/f/a for The Peter London Global Dance Company

Recommended Award: $5,156.00

1470 NE 123 Street, #605
North Miami, Florida 33161
Jazz Love Night at the Arsht
October 1 - December 14, 2014

District Location(s) for Project Activity: 3*

Funds are requested to support the presentation of "Jazz Love Night at the Arsht," a dance performance in celebration of jazz music, non-traditional jazz instruments like Steel Pan and other Afro-Caribbean instruments, as well as Calypso music created in Trinidad & Tobago, fused with traditional jazz composition and instrumentation. The program includes the work of five choreographers with close ties to the South Florida community and will be presented at the Carnival Studio at the Adrienne Arsht Performing Arts Center. This event is open to the pubic.

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28. The Miami Foundation, Inc. a/f/a for Thought Loom **Recommended Award: $5,156.00**
PO Box 531520
Miami Shores, Florida 33153
Synapse Performance Project - Round 2
October 1 – December 22, 2014

District Location(s) for Project Activity: 3 & 5*

Funds are requested to support the Synapse Performance Project, a dance think thank and showcase of Shaneeka Harrell's work inspired by the time spanning between Cassius Clay's arrival to Miami in the winter of 1960 through the public announcement of the birth of Muhammed Ali immediately after the legendary Clay-Liston fight. The project consists of a creative workshop in October, culminating in a Weird Miami tour with Bas Fisher Invitational (BFI) and a workshop in December, closing in a show case at inkub8.

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29. The Sunflower Society, Inc. **Recommended Award: $5,156.00**
1400 NE 125 Street
Miami, Florida 33161
Sunflower After-School Art for Life
October 1-December 19, 2014

District Location(s) for Project Activity: 3 & 5*

Funds are requested to support holding free after-school art classes at Fienberg Fisher K-8 Center and the Culmer Center. In addition, Sunflower Society will be involved in free community events including Veteran's Day Parade, School Expo (Miami-Dade School Board) and Holiday Bazaar (free hands-on art activities for all) at the Miami Beach Botanical Garden, as well as Student Art Exhibits which are open to the public.

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30. Village of Pinecrest - Pinecrest Gardens **Recommended Award: $6,875.00**
12645 Pinecrest Parkway
Pinecrest, Florida 33156
2014 Holiday Festival and Nights of Lights
November 26 2014-January 6, 2015

District Location(s) for Project Activity: 7*

Funds are requested to support the sophomore year of Pinecrest Gardens' Annual Holiday Festival and Nights of Lights. The event will serve again as the centerpiece for the month-long Nights of Lights celebration which is expected to draw over 6,500 participants over the holiday season. Month-long activities will feature music, dance and theater performances, hands-on art activities, puppeteers, model trains, storytelling and the lighting of the Village tree and Menorah.

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MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: November 5, 2014

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

SUBJECT: Agenda Item No. 8(C)(1)

Please note any items checked.

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

_____ **6 weeks required between first reading and public hearing**

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

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County Mayor'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)(1)
11-5-14

RESOLUTION NO. R-969-14

RESOLUTION AUTHORIZING THE FUNDING OF THIRTY (30) GRANTS FOR A TOTAL OF $147,500.00 FROM THE DEPARTMENT OF CULTURAL AFFAIRS FY 2014-2015 1st QUARTER COMMUNITY GRANTS – COMPOSITUM MUSICAE NOVAE, INC.; CUBAN AMERICAN PHOTOTHEQUE FOUNDATION, INC.; E-COMB, INC.; FLORIDA DANCE EDUCATION ORGANIZATION, INC.; FRIENDS OF WLRN, INC.; FUNDARTE, INC. A/F/A FOR CUATROGATOS FOUNDATION, INC.; GIANTS IN THE CITY, INC.; GREATER SOUTH DADE/SOUTH MIAMI/KENDALL CHAMBER OF COMMERCE D/B/A CHAMBER SOUTH; GREATER ST. PAUL A.M.E. CHURCH, INC.; HEROES UNITE, INC. A/F/A FOR LAB 9; HISPANIC AMERICAN LYRIC THEATRE, INC. A/F/A FOR CE N'EST PAS NOUS; ITALIAN FILM FESTIVAL, INC.; KASHMIR HINDU FOUNDATION, INC.; KEY BISCAYNE FOUNDATION, INC. A/F/A FOR ART HEART FOUNDATION, INC.; MERRICK FESTIVAL INCORPORATED; MIAMI ACTING COMPANY, INC.; MIAMI BEACH ARTS TRUST, INC.; MIAMI SHORT FILM FESTIVAL, INC.; MIAMI WIND SYMPHONY, INC.; MUSIC IN MIAMI, INC.; RICHMOND HEIGHTS COMMUNITY ASSOCIATION, INC.; SOUTH FLORIDA CHAPTER OF THE AMERICAN LISZT SOCIETY, INC.; SOUTH FLORIDA DEAF RECREATION ASSOCIATION, INC.; SOUTH FLORIDA NATIONAL PARKS TRUST, INC.; THE GERMAN SCHOOL OF SOUTH FLORIDA, INC.; THE MIAMI FOUNDATION, INC. A/F/A FOR BORSCHT CORP; THE MIAMI FOUNDATION, INC. A/F/A FOR THE PETER LONDON GLOBAL DANCE COMPANY; THE MIAMI FOUNDATION, INC. A/F/A FOR THOUGHT LOOM; THE SUNFLOWER SOCIETY, INC.; VILLAGE OF PINECREST - PINECREST GARDENS; WAIVING RESOLUTION NO. R-130-06; AND 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 No. R-130-06; authorizes the funding of thirty (30) grants for a total of $147,500.00 from the FY 2014-2015 Community Grants Program- First Quarter as follows:

FY 2014-2015 Community Grants Program - First Quarter

1	COMPOSITUM MUSICAE NOVAE, INC.	$2,750
2	Cuban American Phototheque Foundation, Inc.	$2,407
3	E-COMB, Inc.	$5,156
4	FLORIDA DANCE EDUCATION ORGANIZATION, INC.	$5,156
5	Friends of WLRN, Inc.	$5,156
6	Fundarte, Inc. a/f/a for CUATROGATOS FOUNDATION, INC.	$5,156
7	GIANTS IN THE CITY, Inc.	$5,156
8	Greater South Dade/South Miami/Kendall Chamber of Commerce d/b/a Chamber South	$6,875
9	Greater St. Paul A.M.E. Church, Inc.	$4,125
10	Heroes Unite, Inc. a/f/a for Lab 9	$3,437
11	Hispanic American Lyric Theatre, Inc. a/f/a for ce n'est pas nous	$5,156
12	Italian Film Festival, Inc.	$5,156
13	Kashmir Hindu Foundation, Inc.	$4,812
14	Key Biscayne Foundation, Inc. a/f/a for Art Heart Foundation, Inc.	$3,437
15	MERRICK FESTIVAL INCORPORATED	$5,500
16	Miami Acting Company, Inc.	$4,125
17	Miami Beach Arts Trust, Inc.	$5,156
18	MIAMI SHORT FILM FESTIVAL, INC.	$10,312
19	Miami Wind Symphony, Inc.	$5,156
20	Music in Miami, Inc.	$5,156
21	Richmond Heights Community Association, Inc.	$5,156
22	SOUTH FLORIDA CHAPTER OF THE AMERICAN LISZT SOCIETY, INC.	$2,235
23	South Florida Deaf Recreation Association, Inc.	$2,407

24	South Florida National Parks Trust Inc.	$2,407
25	THE GERMAN SCHOOL OF SOUTH FLORIDA, INC.	$3,300
26	The Miami Foundation, Inc. a/f/a for Borscht Corp	$10,312
27	The Miami Foundation, Inc. a/f/a for The Peter London Global Dance Company	$5,156
28	The Miami Foundation, Inc. a/f/a for Thought Loom	$5,156
29	The Sunflower Society, Inc.	$5,156
30	Village of Pinecrest - Pinecrest Gardens	$6,875;

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 following County Attorney approval of form and legal sufficiency, and to exercise the cancellation provisions contained therein.

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

Rebeca Sosa, Chairwoman	**aye**		
Lynda Bell, Vice Chair	**aye**		
Bruno A. Barreiro	**aye**	Esteban L. Bovo, Jr.	**aye**
Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Jean Monestime	**aye**	Dennis C. Moss	**aye**
Sen. Javier D. Souto	**aye**	Xavier L. Suarez	**aye**
Juan C. Zapata	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of November, 2014. 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. JEB

Jason E. Bloch

MIAMI-DADE COUNTY

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS

«PROGRAM» - 1st 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 in the Restatement of Project Budget attached)
4.	ITEMIZED PROJECT BUDGET:	(as described in the Restatement of Project Budget attached hereto)
5.	GRANT START DATE:	October 1, 2013
6.	GRANT END DATE:	September 30, 2014
7.	PROJECT/EVENT DATE:	July 1-September 30, 2014
8.	REPORT DEADLINE:	45 days after completion date

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

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

_____
Clerk, Miami-Dade County
Board of County Commissioners

_____
County Mayor/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 «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 (10/2013).

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
GENERAL TERMS AND CONDITIONS FOR GRANTS (October, 2013) – 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 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 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 Children's Trust is a dedicated source of revenue established by voter referendum to improve the lives of children and families in Miami-Dade County by making strategic investments in their future." 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 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.

Under County Commission resolution R-700-13, **no more than 25% of the Grantee's administrative budget** (i.e., salaries, benefits and fringes for the Grantee's management personnel; general overhead costs; clerical or administrative personnel who do not directly provide the services required pursuant to the Grantee's contract with the County) may be paid from Miami-Dade County General Funds. If the Grantee receives funds from multiple County sources that include Miami-Dade County General Funds, the aggregate total of funds received by the Grantee from all County sources may not be used for more than 25% of the Grantee's administrative budget.

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.