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

Memorandum

MIAMI-DADE COUNTY

Date: May 5, 2015

Agenda Item No. 8(C)(2)

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Resolution No. R-382-15

Subject: Fiscal Year 2014-15 Community Grants Program
Third Quarter Recommendations for a Total of $129,000.00

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the funding of 26 grants for a total of $129,000.00 from the Fiscal Year 2014-2015 Community Grants Program – Third Quarter. Attached is a list describing the projects being recommended for funding. In addition, it is recommended that Resolution No. 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 Fiscal Year 2014-15 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 Fiscal Year 2014-15 ordinance, under Grants to Programs for Artists and Non-Profit Cultural Organizations, a total of $525,000.00 is allocated for Fiscal Year 2014-15 Community (CG) Grants ($525,000.00 from Fund SO 125, Subfund 127). A remaining balance of $81,500.00 is to be used in the subsequent quarter 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 February 26, 2015 to review 26 applications requesting $194,655.00 for the Third Quarter of the program. The panel recommended funding

26 applicants for a total of $129,000.00. The Cultural Affairs Council approved these recommendations at its meeting on March 18, 2015.

The projects selected for funding represent a diversified range of activities and demographic locations. In its deliberations, the Panel and Council carefully consider and apply 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 No. R-130-06 (requiring contracts with non-governmental entities be signed by the other parties before being submitted to the Board) 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 No. 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 (1) to two (2) 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 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
FY2014-15 Community Grants (CG) – 3rd Quarter
Grant Award Recommendations

1 A Greener Miami, Inc. **Recommended Award: $5,326**
3000 SW 3 Avenue #608
Miami, Florida 33129
Music @ the Markets
April 4-17, 2015

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

Funds are requested to support Music @ the Markets, a live music program presented in farmers markets held at the University of Miami/Jackson Memorial Medical Center, Collins Park, South Pointe Elementary School and Museum Park. The presentations will showcase classical music, ethnic music from the Americas and jazz performed by local musicians for audiences who will be educated about diverse musical genres while entertained in non-traditional venues. These events are open to the public.

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2 Area Performance Gallery, Inc. a/f/a for Nazmo Dance Collective **Recommended Award: $5,326**
1560 South Dixie Highway, Suite 103
Coral Gables, Florida 33146
[re]CLAIM
May 15-17, 2015

District Location(s) for Project Activity: 3*

Funds are requested to support [re]CLAIM, an interdisciplinary dance performance and hands-on workshops that addresses the effect of art in non-traditional spaces and forms. Influenced by graffiti, pop art, and accusations of plagiarism in popular culture, the project combines an evening performance and afternoon workshops that address how artists reclaim ownership of space and ideas as a canvas for social change. This event will be held at the RIFT Blackbox Theater and is open to the public.

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3 Arts Ballet Theater of Florida a/f/a for The Opera Atelier, Inc. **Recommended Award: $5,326**
15939 Biscayne Boulevard
North Miami Beach, Florida 33160
Great Moments from Opera, Ballet and Zarzuela
April 17-May 17, 2015

District Location(s) for Project Activity: 5*

Funds are requested to support a performance of Great Moments from Opera, Ballet and Zarzuela at the Miami-Dade County Auditorium (MDCA) for the Miami-Dade community. This program will be co-presented by MDCA and The Opera Atelier. This staged music program will include elements from different artistic disciplines and will feature the collaboration of different local organizations such as Arts Ballet Theatre of Florida, Florida Chamber Orchestra and Amazonia Vocal Ensemble.

**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.*

Miami-Dade County Department of Cultural Affairs
FY2014-15 Community Grants (CG) – 3rd Quarter
Grant Award Recommendations

4 Bascomb Memorial Broadcasting Foundation, Inc. a/f/a for Jazz Educator Community Coalition

Recommended Award: $3,071

2921 Coral Way
Miami, Florida 33145
JECC Jazz Bootcamp Ensemble
April 2-18, 2015

District Location(s) for Project Activity: 3*

Funds are requested to support a live musical performance by the Jazz Educators Community Coalition Boot Camp Ensemble, showcasing young musicians from Miami-Dade and Broward County schools, in addition to special guests. The performance will take place at The Hampton House and will include a multimedia exhibit about the history of The Hampton House which would be viewed prior to the performance and during the intermission. This event is open to the public.

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5 City of North Miami Beach **Recommended Award: $3,550**

17011 NE 19 Avenue
North Miami Beach, Florida 33162
City of North Miami Beach 1st Annual Community Spring Festival
April 19, 2015

District Location(s) for Project Activity: 4*

Funds are requested to support the First Annual Community Spring Festival featuring live music, arts and crafts, dance performances, hand crafted jewelry and activities for children, taking place between 19 and 20 Avenue along Hanford Boulevard in the City of North Miami Beach. This event is free of charge and open to the public.

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6 Fire Haus Projects, Inc. **Recommended Award: $4,260**

8000 SW 26 Street
Miami, Florida 33155
2015 Altered Arts Festival
April 1 – June 30, 2015

District Location(s) for Project Activity: 9, 7 & 10*

Funds are requested to support the Altered Arts Festival that will showcase duo piano virtuosos Kirk Whipple and Marilyn Morales, and other South Florida based performing artists. The festival will also include a curated exhibition by two local photographers, Julian Sanz and Jorge Fernandez. These events will be held at the Gold Coast Railroad Museum and other venues during the months of April, May and June.

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Miami-Dade County Department of Cultural Affairs
FY2014-15 Community Grants (CG) – 3rd Quarter
Grant Award Recommendations

7 Florida Opera Prima, Inc. **Recommended Award: $5,326**
500 NW 36 Street, Suite 302
Miami, Florida 33127
Cecilia Valdés
May 17, 2015

District Location(s) for Project Activity: 5*

Funds are requested to support the production and presentation of Cecilia Valdés, a Cuban zarzuela by Gonzalo Roig that reveals the intricate problems of race relations in colonial Cuba in the 1800's. The performance is open to the public and will take place at the Manuel Artime Theater.

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8 Friends of the Miami-Dade Public Library, Inc. **Recommended Award: $5,326**
101 West Flagler Street
Miami, Florida 33130
Spring Cultural Arts Program Series
April 1 – June 30, 2015

District Location(s) for Project Activity: 5, 8, 10 & 11*

Funds are requested to support the Miami-Dade Public Library System's Spring Cultural Arts Program Series comprised of interactive art exhibits and cultural programs throughout the 48 branch system with an attendance of more than 10,000 people. This free series features artists using video, music, theater, painting, crafts, dance and storytelling to stimulate the imagination, share histories, and encourage in the audience a desire to see and learn more about the arts. These events are open to the public.

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9 Fuzion Dance Artists, Inc. a/f/a for Collective Portal **Recommended Award: $2,840**
1935 SW 18 Street
Miami, Florida 33145
T.M.I. (too much information)
April 1 to May 4, 2015

District Location(s) for Project Activity: 3*

Funds are requested to support Collective Portal's "T.M.I. (too much information)," two evenings of a multidisciplinary performance at he RIFT Blackbox Theater. With the use of dance, theatre, film, animation and sound, "T.M.I." will bring awareness about the way we communicate with one another in current times. Performances are open to the public.

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Miami-Dade County Department of Cultural Affairs
FY2014-15 Community Grants (CG) – 3rd Quarter
Grant Award Recommendations

10 Greater Miami Billfish Tournament, Inc. **Recommended Award: $2,663**
2903 Salzedo Street
Coral Gables, Florida 33134
Baywalk Arts Festival
April 23-25, 2015

District Location(s) for Project Activity: 5*

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

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11 Heroes Unite, Inc. **Recommended Award: $4,260**
1330 NE 125 Street
North Miami, Florida 33161
The Heroines Choir & Arts 4 Healing
April 1 – June 30, 2015

District Location(s) for Project Activity: 4, 5 & 7*

Funds are requested to support The Heroines Choir in delivering three public performances at Area Stage and the Newport Hotel to educate audiences about the power of the arts as a therapeutic modality. Performances will feature local artists, cultural arts groups and recognized medical therapists in interactive, educational and thought provoking presentations. The aim is to generate awareness about cultural, performing and medical arts as complementary elements for personal and social transformation. This event is open to the public.

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12 Hispanic American Lyrical Theater, Inc. a/f/a for Miami Chamber Music Society
Recommended Award: $5,326

9130 SW 123 Ave Court
Miami, Florida 33186
Mainly Mozart Festival 2015
April 26 to June 21, 2015

District Location(s) for Project Activity: 6*

Funds are requested to support the XXII Edition of the Mainly Mozart Festival. The landmark festival will present world class visiting guest artists and showcase the finest South Florida classical musicians. Nine concerts will be presented at The Biltmore Hotel. In addition, the festival will present 2 interactive educational concerts for children. The festival is open to the public.

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Miami-Dade County Department of Cultural Affairs
FY2014-15 Community Grants (CG) – 3rd Quarter
Grant Award Recommendations

13 Master Chorale of South Florida, Inc. **Recommended Award: $5,326**
6278 North Federal Highway, #351
Fort Lauderdale, Florida 33308
Bach & the Best of Baroque
April 25, 2015

District Location(s) for Project Activity: 3*

Funds are requested to support a professional performance by the Master Chorale of South Florida (MCSF) honoring J.S. Bach and composers of his times. The concert will be accompanied by The Symphonia. MCSF will perform for music lovers ranging in age, nationality and background. This event is open to the public. All grant funds are used for activities that occur in Miami-Dade County.

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14 Miami International Jazz Fest Inc. **Recommended Award: $5,326**
1998 NE 180 Street
North Miami Beach, Florida 33162
2015 Miami International Jazz Festival
May 1-3, 2015

District Location(s) for Project Activity: 5*

Funds are requested to support the Second Annual Miami International Jazz Festival at the Cuba Ocho Cultural Arts Center, the Manuel Artime Theatre and the Miami Senior High School Auditorium. This festival features artists such as Brian Lynch, Lew Soloff, Johnny Rodriguez and others over a three day festival that is open to the public. Workshops and internships will be offered to area youth as part of the festival's outreach program.

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15 Miami Light Project, Inc. a/f/a for Siren Arts **Recommended Award: $4,793**
PO Box 545865
Miami Beach, Florida 33154
The Mermaid Tear Factory
April 1-26-2015

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

Funds are requested to support the production and performance of The Mermaid Tear Factory, a site specific, beach-based environmental performance that deals with the specific issue of plastics garbage dispersion in the ocean, and the cultural mythos of Yemanjá (the goddess of the sea), and other sea goddess-monster/mermaid manifestations. These free performances will be presented on three different waterfronts/beaches in Miami-Dade County with intent of reaching a diverse citizenry. This event is open to the public.

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Miami-Dade County Department of Cultural Affairs
FY2014-15 Community Grants (CG) – 3rd Quarter
Grant Award Recommendations

16 Miami River Fund, Inc. **Recommended Award: $7,101**
1407 NW 7 Street, Suite D
Miami, Florida 33125
Free 19th Annual Miami Riverday
April 11, 2015

District Location(s) for Project Activity: 5*

Funds are requested to support the 19th Annual Miami Riverday, an event celebrating the history and culture of the Miami River. The festival includes live music from local bands, educational riverboat tours, historical re-enactments portraying life along the old Miami River, historic tours of the Lummus Park Historic District, environmental education workshops and activities for children. This event is free and open to the public.

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17 National Art Exhibitions of the Mentally Ill, Inc. **Recommended Award: $5,326**
P O Box 350891
Miami, Florida 33135
27 Annual National Art Exhibition by the Mentally Ill
April 30-May 29,2015

District Location(s) for Project Activity: 3*

Funds are requested to support National Art Exhibitions by the Mentally Ill's 27 Annual Art Exhibition at the Ideobox Gallery.This exhibition showcases work by 15 artists with mental illnesses from 5 different countries. This exhibition educates and brings awareness to the community about mental illness. This exhibit is free and open to the public.

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18 National Tropical Botanical Garden, Inc. **Recommended Award: $5,326**
4013 Douglas Road
Coconut Grove, Florida 33133
Evergaldes Connections
May 4-June 27, 2015

District Location(s) for Project Activity: 7 & 8*

Funds are requested to present the Everglades Connections-100th Anniversary of the Tamiami Trail, a project that encompasses an art exhibit featuring botanical art plant variations along the trail by local artists, Everglades tours led by Kampong curator David Jones and art workshops led by botanical artists Silvia Bota and Elsa Nadal focusing on endemic plants from the Everglades. This event is open to the public.

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Miami-Dade County Department of Cultural Affairs
FY2014-15 Community Grants (CG) – 3rd Quarter
Grant Award Recommendations

19 Nu Deco Ensenble, Inc. **Recommended Award: $5,148**
3512 Estepona Avenue
Miami, Florida 33178
Nu Deco Ensemble Debut Concert at The Light Box Theater and Week-long Artist Residency Outreach Activities
April 1 – 5, 2015

District Location(s) for Project Activity: 3*

Funds are requested to support the inaugural concert of Greater Miami's new music ensemble that will offer a hybrid of music and multimedia performances focused on works by 21st-century composers. The performance will take place at The Light Box at Goldman Warehouse in Wynwood and will include a week-long residency by the musicians engaging in community-based outreach activities involving school-age music magnet students and developing musicians. This event is open to the public.

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20 Pari Passu Foundation, Inc **Recommended Award: $4,530**
9024 West Flagler Street, # 1
Miami, Florida 33174
Haiti's Resilient Architecture - Gingerbread Houses: Rescuing an Endangered Species
May 7 – June 30, 2015

District Location(s) for Project Activity: 3 & 11*

Funds are requested to support an exhibit to showcase the Gingerbread Style of Haitian architecture with an opening night panel discussion about the importance of their preservation. The exhibit aims to portray the distinctive architecture elements, details and urban context in which these century old homes came to survive. The exhibit is open to the public and runs concurrently with other activities as part of the Haitian Heritage Month.

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21 The Dance Now! Ensemble Inc. a/f/a for Atma Yogadance **Recommended Award: $5,326**
PO Box 416525
Miami Beach, Florida 33141
"Create, Perform, Empower"
April 7 – May 25, 2015

District Location(s) for Project Activity: 2 & 3*

Funds are requested to support "Create, Perform, Empower," Atma Yogadance's performances and outreach workshop series at the Little Haiti Cultural Center and Performing Arts Network. The performances will include participating students from Girl Power and Atma Yogadance company dancers. The performances and workshops are free and open to the public.

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Miami-Dade County Department of Cultural Affairs
FY2014-15 Community Grants (CG) – 3rd Quarter
Grant Award Recommendations

22 The Miami Foundation, Inc. a/f/a for PhilanthroFest International, Inc. **Recommended Award: $10,652**
2246 SW 1 Street
Miami, Florida 33135
PhilanthroFest 2015 "Carnival of Dreams" Festival
April 11, 2015

District Location(s) for Project Activity: 3*

Funds are requested to support the PhilanthroFest 2015 Carnival of Dreams Festival, an outdoor family-friendly festival showcasing South Florida's philanthropic organizations, cultural arts groups and community resources, as well as live musical performances and entertainment. Presented at Miami's Museum Park in downtown Miami, PhilanthroFest aims to encourage community engagement and volunteerism. This event is open and free to the public.

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23 The Miami Oratorio Society, Inc. **Recommended Award: $5,326**
3550 NW 42 Street
Lauderdale Lakes, Florida 33309
Oratorio Season 2014-2015
April 1-June 30, 2015

District Location(s) for Project Activity: 2 & 4*

Funds are requested to support The Miami Oratorio Society's Easter and Spring Concerts at the First Church of North Miami Congregational and the Fulford United Methodist Church, respectively. The concerts aim to bring a high level of classical music to the inner city community and engage young singers in a higher level of classical and cultural music, as well as encourage interested participants to further enhance their musical talents in the arts. These concerts are open to the public. All grant funds are used for activities that occur in Miami-Dade County.

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24 Tradisyon Lakou Lakay, Inc. a/f/a for Criança de Ouro **Recommended Award: $5,113**
425 NE 75 Street
Miami, Florida 33138
Cordao de Ouro and Criança de Ouro Vadiando Embaixo dos Coquerais
April 7-May 16, 2015

District Location(s) for Project Activity: 3*

Funds are requested to support Criança de Ouro's Festival Vadiando Embaixo dos Coquerias, a week-long intensive set of workshops for 50 children from Little Haiti Soccer Park and 20 adults from Little Haiti Cultural Center. The workshops will culminate with two capoeira performances open to the public in the Little Haiti Soccer Park and the Little Haiti Cultural Center. This event is open to the public.

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Miami-Dade County Department of Cultural Affairs
FY2014-15 Community Grants (CG) – 3rd Quarter
Grant Award Recommendations

25 Urgent, Inc. **Recommended Award: $5,326**
1000 NW Avenue, Suite 100
Miami, Florida 33136
Keeping it On- On Tour
April 1 – June 26, 2015

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

Funds are requested to support two tour dates for, "Keeping it On" On Tour. The tour will include a play prequel, short film screening, community art talk back with special guest performances by spoken word artist Rebecca Butterfly Vaugns and female drum ensemble Venus Rising. The purpose of the tour is to help raise awareness, educate the community and help prevent teen dating violence and abuse. The ticketed events will be held at Cosford and O Cinemas and are open to the public.

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26 Village of Biscayne Park **Recommended Award: $1,776**
640 NE 114 Street
Biscayne Park, Florida 33161
The Village of Biscayne Park's "Art in the Park"
May 16, 2015
District Location(s) for Project Activity: 4*

Funds are requested to support The Village of Biscayne Park's "Art in the Park," an art festival featuring live music and entertainment at the Ed Burke Center and is free and open to the public.

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MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: May 5, 2015

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 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)(2)
5-5-15

RESOLUTION NO. R-382-15

RESOLUTION AUTHORIZING THE FUNDING OF 26 GRANTS FOR A TOTAL OF $129,000.00 FROM THE DEPARTMENT OF CULTURAL AFFAIRS FISCAL YEAR 2014-2015 COMMUNITY GRANTS PROGRAM – THIRD QUARTER FOR VARIOUS ENTITIES; WAIVING PROVISIONS OF RESOLUTION NO. R-130-06 REQUIRING EXECUTION OF CONTRACT; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE GRANT AGREEMENTS AND TO EXERCISE ALL PROVISIONS CONTAINED THEREIN, INCLUDING APPROVAL OF AMEDMENTS AND THE CANCELLATION PROVISIONS

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 provisions of Resolution No. R-130-06 requiring execution of contracts by non-County parties prior to placement on the agenda, and approves funding of 26 grants for a total of $129,000.00 from the Fiscal Year 2014-2015 Community Grants Program- Third Quarter as follows:

Fiscal Year 2014-2015 Community Grants Program - Third Quarter

1	A Greener Miami, Inc.	$5,326
2	Area Performance Gallery, Inc. a/f/a for Nazmo Dance Collective	$5,326
3	Arts Ballet Theater of Florida a/f/a for The Opera Atelier, Inc.	$5,326
4	Bascomb Memorial Broadcasting Foundation, Inc. a/f/a for Jazz Educator Community Coalition	$3,071
5	City of North Miami Beach	$3,550
6	Fire Haus Projects, Inc.	$4,260

7	Florida Opera Prima, Inc.	$5,326
8	Friends of the Miami-Dade Public Library, Inc.	$5,326
9	Fuzion Dance Artists, Inc. a/f/a for Collective Portal	$2,840
10	Greater Miami Billfish Tournament, Inc.	$2,663
11	Heroes Unite, Inc.	$4,260
12	Hispanic American Lyrical Theater, Inc. a/f/a for Miami Chamber Music Society	$5,326
13	Master Chorale of South Florida, Inc.	$5,326
14	Miami International Jazz Fest, Inc.	$5,326
15	Miami Light Project, Inc. a/f/a for Siren Arts	$4,793
16	Miami River Fund, Inc.	$7,101
17	National Art Exhibitions of the Mentally Ill, Inc.	$5,326
18	National Tropical Botanical Garden, Inc.	$5,326
19	Nu Deco Ensemble, Inc.	$5,148
20	Pari Passu Foundation, Inc	$4,530
21	The Dance Now! Ensemble Inc. a/f/a for Atma Yogadance	$5,326
22	The Miami Foundation, Inc. a/f/a for PhilanthroFest International, Inc.	$10,652
23	The Miami Oratorio Society, Inc.	$5,326
24	Tradisyon Lakou Lakay, Inc. a/f/a for Criança de Ouro	$5,113
25	Urgent, Inc.	$5,326
26	Village of Biscayne Park	$1,776

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 exercise all provisions contained therein, including the approval of amendments and cancellation provisions, contained therein.

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

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

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of May, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the 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.

Monica Rizo

MIAMI-DADE COUNTY

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS

«PROGRAM» - 3rd 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, 2014
6.	GRANT END DATE:	September 30, 2015
7.	PROJECT/EVENT DATE:	April 1-June 30, 2015
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, 2014) – 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, artistic selections, program titles, 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 <u>not</u> 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.