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

Memorandum

MIAMI-DADE COUNTY

Date: January 20, 2016

Agenda Item No. 8(C)(1)

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

From: Carlos A. Gimenez
Mayor

Resolution No. R-28-16

Subject: Fiscal Year 2015-16 Community Grants Program
Second Quarter Recommendations for a Total of $160,000.00

Recommendation

It is recommended that the Board approve the funding of 30 grants for a total of $160,000.00 from the Fiscal Year 2015-16 Community Grants Program – Second 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 2015-16 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 2015-16 ordinance, under Grants to Programs for Artists and Non-Profit Cultural Organizations, a total of $525,000.00 is allocated for FY 2015-16 Community Grants (CG) ($525,000.00 from Fund SO 125, Subfund 127). To date, a sub-total of $320,000.00 in grants has been recommended for the first two (2) quarters of the fiscal year.

Delegation of Authority

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

Track Record/Monitor

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

Background

The Community Grants Panel convened on October 29, 2015 to review 33 applications requesting $277,400.00 for the Second Quarter of the program. The panel recommended funding

30 applicants for a total of $160,000.00. The Cultural Affairs Council approved these recommendations at their meeting on November 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 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 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 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 2015-16 Community Grants (CG) – 2nd Quarter
Grant Award Recommendations

1 A.Y.U.D.A., Inc. **Recommended Award: $1,943.00**
7144 Byron Avenue
Miami Beach, Florida 33141
Art Classes for the Elderly
January 9 – March 26, 2016

District Location(s) for Project Activity: 4*

Funds are requested to support "Here for You," a series of free art workshops specially designed to serve A.Y.U.D.A.'s elderly group. The workshops will culminate in four art exhibits at A.Y.U.D.A.'s facility, located in Miami Beach. This event is open to the public.

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2 Branches, Inc. **Recommended Award: $5,070.00**
11500 NW 12 Avenue
Miami, Florida 33168
2016 MLK Remix!
February 13, 2016

District Location(s) for Project Activity: 7*

Funds are requested to support an interactive, multicultural and educational festival for children and families in the City of South Miami to be held at the Bethel Gibson Community Center. Named MLK Remix!, the festival highlights diverse aspects of Black history through music and dance, showcases performances by talented Miami youth, engages families and children together in learning through hands-on arts activities and educates the public about Branches' and its program partners' services. The festival is free and open to the public.

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3 Brazilian Voices, Inc. **Recommended Award: $4,140.00**
1792 Bell Tower Lane
Weston, Florida 33326
"Bossa Nova at Sylvester"
January 15-April 15, 2016

District Location(s) for Project Activity: 3*

Funds are requested to support the second edition of Brazilian Jazz in the Courtyard, a concert by Brazilian Voices, a choral music ensemble composed of thirty-six local performers. A series of music interventions will culminate in a performance geared to patients, caregivers, and staff at the Sylvester Comprehensive Cancer Center. The concert will be free and open to the public. All grant funds are used for activities that occur in Miami-Dade County.

**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
FY 2015-16 Community Grants (CG) – 2nd Quarter
Grant Award Recommendations

4 Center for The Advancement of Jewish Education, Inc. **Recommended Award: $10,140.00**
4200 Biscayne Boulevard
Miami, Florida 33137
19th Annual Miami Jewish Film Festival
January 14-28, 2016

District Location(s) for Project Activity: 5*

Funds are requested to support the 19th Annual Miami Jewish Film Festival (MJFF), which brings filmmakers, performers, and industry professionals to Miami to interact with audiences through screenings of award-winning films, panel discussions, and other special events. The 2016 Festival will expand to 13 days, with over 70 screenings taking place at Regal Cinemas South Beach, O Cinema Miami Shores, Miami Beach Cinemateque, Miami Beach Jewish Community Center, Aventura Turnberry Jewish Center, Aventura Arts & Cultural Center and Coral Gables Art Cinemateque. MJFF is open to the public.

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5 City of West Miami **Recommended Award: $2,957.00**
901 SW 62 Avenue
West Miami, Florida 33144
West Miami Cultural Festival
March 12-13, 2016

District Location(s) for Project Activity: 6*

Funds are requested to support a music and arts festival in Cooper Park, West Miami. The festival will feature Latin and classical music, a domino tournament, artist and craft vendors and artwork from seniors in the community. The festival seeks to showcase the cultural diversity of Miami-Dade County with entrants from around Latin America. The event is free and open to the public.

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6 COMPOSITUM MUSICAE NOVAE, INC. **Recommended Award: $6,337.00**
12283 SW 144 Terrace
Miami, Florida 33186
Compositum Musicae Novae Season III
January 15-July 29, 2016

District Location(s) for Project Activity: 6*

Funds are requested to support the Compositum Musicae Novae's New Art Concert Series at the Coral Gables Museum through four concerts, free and open to the public. The concert series will educate the public in a fun and accessible environment, featuring works of music, visual arts and dance. Artists will include composer Dr. Frederico Bonacossa, choreographer Pioneer Winter, co-founder of Kendall Sound Art, Dr. Liza Seigido, Guggenheim Fellowship recipient, Randall Woolf and Punto Experimental Music Ensemble.

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Miami-Dade County Department of Cultural Affairs
FY 2015-16 Community Grants (CG) – 2nd Quarter
Grant Award Recommendations

7 Finger Lakes GrassRoots Festival Organization, Inc. **Recommended Award: $8,450.00**
107 NE 22 Street
Miami, Florida 33137
Virginia Key GrassRoots Festival
February 18-21, 2016

District Location(s) for Project Activity: 7*

Funds are requested to support the Virginia Key GrassRoots Festival of Music, Art & Dance at the historic Virginia Key Beach Park. This event will showcase top notch musical acts from all over the world, as well as live art, dance workshops, yoga, and beach camping. This 4-day public, ticketed event will feature culturally significant musicians and traditions in a family-friendly natural setting. The festival is open to the general public.

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8 Florida Guitar Foundation, Inc. **Recommended Award: $4,647.00**
2920 SW 28 Terrace
Miami, Florida 33133
Concert Season, Master Classes, and Community Activities
January 6-May 6, 2016

District Location(s) for Project Activity: 7*

Funds are requested to support performances by the world-renowned classical guitarists Junhong Kuang and Yamandu Costa, master classes conducted by Manuel Barrueco, Yamandu Costa, and Junhong Kuang, "open mic" sessions open to the community, history of the classical guitar lectures, and the Florida Guitar Foundation Community Guitar Ensemble. These activities will take place at Clarke Recital Hall, University of Miami and Miami Conservatory of Music.

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9 Florida International University Board of Trustees, for the benefit of The College of Architecture and the Arts **Recommended Award: $4,647.00**
11200 SW 8 Street
Miami, Florida 33199
Inspicio
January 11-March 31, 2016

District Location(s) for Project Activity: 11*

Funds are requested to support the publication of a multi-platform, interdisciplinary arts journal called Inspicio. Inspicio will be offered as a website, where content about all art disciplines will be continually updated, as an e-magazine that can conveniently be read on iPads and iPhones, and lastly, in a 9x12 print version encompassing the most engaging articles of the year. This publication is free and available to the public.

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Miami-Dade County Department of Cultural Affairs
FY 2015-16 Community Grants (CG) – 2nd Quarter
Grant Award Recommendations

10 Florida Opera Prima, Inc. **Recommended Award: $2,957.00**
500 NW 36 Street, Suite 302
Miami, Florida 33127
"Il Cenerentolo"
February 28, 2016

District Location(s) for Project Activity: 5*

Funds are requested to support the production and presentation of "IL CENERENTOLO," a Venetian fantasy at the Colony Theater in Miami Beach. "IL CENERENTOLO" is a version from Cinderella, or The Little Glass Slipper. The audience will be exposed to baroque music from operas by Handel and Vivaldi, in Italian, Venetian costumes and dancing the Minuet. This event is open to the public.

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11 Fundarte, Inc. a/f/a for Academic, Cultural & Charitable Exchanges Corp. **Recommended Award: $3,169.00**
3350 SW 3 Street
Miami, Florida 33135
Cambios (Changes), a documentary feature film
December 1-March 31, 2016

District Location(s) for Project Activity: 3*

Funds are requested to support the screening of Cambios (Changes), a documentary featuring Miami artists who have been essential in developing Miami's presence in the international art scene. Cambios will be screened at Centro Cultural Espanol, CIFO and O Cinema. This event is open to the public.

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12 Fundarte, Inc. a/f/a for Cuatrogatos Foundation, Inc. **Recommended Award: $4,394.00**
10854 SW 88 Street
Miami, Florida 33176
Living Word Weekend / Palabra Viva Weekend
February 19-21, 2016

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

Funds are requested to support the "Living Word Weekend," an event dedicated to promote multicultural dialogue through literature and the arts. This event will include meetings with authors, storytellers, literary and visual arts workshops, music, interdisciplinary performances and a poetry recital. These activities will be held at Coral Way K-8 Bilingual Center, John G. DuPuis Elementary School, International Studies Preparatory Academy (ISPA), Ada Merritt K-8 and the Centro Cultural Español. This event is free and open to the public.

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Miami-Dade County Department of Cultural Affairs
FY 2015-16 Community Grants (CG) – 2nd Quarter
Grant Award Recommendations

13 IFCM Corp. **Recommended Award: $12,675.00**
90 NW 29 Street
Miami, Florida 33127
FilmGate Interactive
February 20-28, 2016

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

Funds are requested to support Filmgate Interactive 2016, an interactive film festival that exhibits the cutting edge of filmmaking technology and transmedia storytelling. The festival seeks to engage audiences through interactive screenings, cross-platform storytelling, digital-media training, education and the latest information and analysis of the changing international market. Filmgate Interactive strives to bring new technology and the future of storytelling to South Florida. The festival will take place at O Cinema in Wynwood, O Cinema Miami Beach and Deauville Beach Resort in Miami Beach.

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14 Kashmir Hindu Foundation,Inc **Recommended Award: $1,022.00**
10400 NE 5 Avenue
Miami Shores, Florida 33138
Kashmiri Hindu Heritage Day
January 16, 2016

District Location(s) for Project Activity: 4*

Funds are requested to support Kashmiri Hindu Heritage Day, an event designed to create awareness of Kashmiri culture expressed through dance, music, art and flavors of Kashmiri cuisine. This presentation will take place at the Holy Cross Episcopal Church and will be open to public.

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15 Miami Acting Company, Inc. **Recommended Award: $6,337.00**
16201 SW 95 Avenue, Suite 104
Miami, Florida 33157
Nunsense
February 21-April, 3, 2016

District Location(s) for Project Activity: 7*

Funds are requested to support the presentation of "Nunsense," a theatrical play by Miami Acting Company at the Banyan Bowl Theater in Pinecrest Gardens. The cast is composed by an ensemble of veteran actors, as well beginning actors and performers. There will be three performances open to the general public.

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Miami-Dade County Department of Cultural Affairs
FY 2015-16 Community Grants (CG) – 2nd Quarter
Grant Award Recommendations

16 Miami Arts Parade Foundation, Inc. **Recommended Award: $4,225.00**
8017 SW 151 Court
Miami, Florida 33193
BoheMia Arts Festival
January 30, 2016

District Location(s) for Project Activity: 5*

Funds are requested to support the BoheMia Arts Festival, a Venetian carnival style performance representing diverse cultures from Latin America at Maximo Gomez Park, better known as Domino Plaza. Over 130 local and international artists, musicians and arts and crafts vendors will bring cultural arts to the Little Havana community. This event is open to the public.

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17 Miami Theater Hub, Inc. D/B/A Miami New Drama **Recommended Award: $3,802.00**
169 E Flagler Street, Penthouse 17
Miami, Florida 33131
Florida Premiere: The Golem of Havana
January 14-February 7, 2016

District Location(s) for Project Activity: 5*

Funds are requested to support the Florida premiere of The Golem of Havana, a critically-acclaimed musical exploring the lives of a Jewish family in Cuba on the brink of revolution. It is an epic story with an exciting score that blends Cuban and Jewish music, and explores the convergence of cultures present in South Florida. This work has played to sold-out Off-Broadway audiences and the Florida premiere on Miami Beach will mark the premiere theater season of Miami New Drama. This event is open to the public.

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18 MIDEASTERN DANCE EXCHANGE, INC **Recommended Award: $2,957.00**
1725 James Avenue, Apt. 19
Miami Beach, Florida 33139
Havana Habibi Festival
February 26-28, 2016

District Location(s) for Project Activity: 3*

Funds are requested to support the Havana Habibi Festival, a three day scholarly, film and dance project examining bellydance in a Cuban, Miami and Caribbean context. The festival will premiere the documentary film "Havana Habibi," which chronicles a ten year bellydance project in Havana, Cuba pioneered by Miami artist Tiffany Madera. Other events include a scholarly panel discussion at FIU and workshops examining dance, film and the Afro-Caribbean-Arabic perspective in Miami. This event is open to the public and will take place at O Cinema Wynwood, Florida International University and Little Haiti Cultural Center.

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Miami-Dade County Department of Cultural Affairs
FY 2015-16 Community Grants (CG) – 2nd Quarter
Grant Award Recommendations

19 Musicall, Inc. **Recommended Award: $6,337.00**
9225 SW 8 Terrace
Miami, Florida 33174
Growing Musicall Lives 2016
March 25-26, 2016

District Location(s) for Project Activity: 7*

Funds are requested to support Growing Musicall Lives, a music conference by Musicall, Inc. The conference will include workshops, lectures and performances that will highlight the importance of music education with special focus on children and teenagers with and without disabilities and the elderly. The conference will take place at South Miami Middle School and is open to the public.

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20 National Tropical Botanical Garden, Inc. **Recommended Award: $5,492.00**
4013 Douglas Road
Miami, Florida 33133
100th Anniversary of The Kampong: Tastes and Tales
January 1-March 31, 2016

District Location(s) for Project Activity: 7*

Funds are requested to support Tastes and Tales, a celebration of the life of Dr. David Fairchild and his legacy: Plant Collecting, Plant Exchange and Food Culture at The Kampong of the National Tropical Botanical Garden. The event will celebrate the different communities, each with its unique plant, food and culinary heritage of Miami, often with heirloom varieties brought from distant homes. Tastes and Tales will also explore the critical issues of cultural diversity, identity and food security.

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21 Opa-Locka Community Development Corporation, Inc. **Recommended Award: $6,337.00**
490 Opa-locka Boulevard, Suite 20
Opa-Locka, Florida 33054
2016 META Series
January 1-Septmeber 30, 2016

District Location(s) for Project Activity: 1*

Funds are requested to support Opa-Locka Community Development Corporation's (OLCDC) free programmatic series META in 2016. Open to the public and hosted at OLCDC's new Arts & Recreation Center in downtown Opa-locka, META includes exhibitions, performances, and creative dialogues to engage the Opa-locka and greater South Florida communities with unique and transformative art. The monthly series showcases local artists/curators particularly from the African Diaspora leading up to OLCDC's annual Art of Transformation. This event is open to the public.

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Miami-Dade County Department of Cultural Affairs
FY 2015-16 Community Grants (CG) – 2nd Quarter
Grant Award Recommendations

22 Rotary Foundation of South Miami, Inc. **Recommended Award: $8,450.00**
6401 SW 87 Avenue
Miami, Florida 33173
South Miami Rotary Art Festival
February 20-21, 2016

District Location(s) for Project Activity: 7*

Funds are requested to support the 33rd annual South Miami Rotary Art Festival, a juried outdoor festival on the main street of downtown South Miami. The festival features 150 craftspeople, 11 food booths, and continuous music by two local jazz groups. It is free to the public and attracts close to 25,000 visitors over the two day weekend. The festival takes place on Sunset Drive between Red Road and US 1 just across US 1 from the South Miami Metrorail station. The event is open and free to the public.

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23 Sabrina Cohen Foundation, Inc. **Recommended Award: $5,070.00**
1800 Sunset Harbor Drive
Miami Beach, Florida 33139
Adaptive Arts at Beach for ALL
January 2-September 30, 2016

District Location(s) for Project Activity: 5*

Funds are requested to support art therapy workshops with adaptive equipment for arts activities by specialized art therapists and occupational therapists. The workshops will culminate in an art exhibition at Allison Park and Ronald W. Shane Center in Miami Beach. This event is open to the public.

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24 Shakespeare in the Park Miami, Inc. **Recommended Award: $8,450.00**
330 Alhambra Circle
Coral Gables, Florida 33134
Free Shakespeare in the Park - Much Ado About Nothing
January 1-February 7, 2016

District Location(s) for Project Activity: 4, 7 & 11*

Funds are requested to support a production of William Shakespeare's Much Ado About Nothing and free educational programming at the Frost Museum at Florida International University, The Barnacle State Park, Pinecrest Gardens and Heritage Park. These events are free and open to the public.

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Miami-Dade County Department of Cultural Affairs
FY 2015-16 Community Grants (CG) – 2nd Quarter
Grant Award Recommendations

25 South Florida Lindy Collective Corporation **Recommended Award: $2,112.00**
4421 SW 15 Street, #27
Pompano Beach, Florida 33069
Swingin' Concert Series
February 19-September 16, 2016

District Location(s) for Project Activity: 4 & 6*

Funds are requested to support South Florida Lindy Collective's Swingin' Concert Series. These multigenerational presentations include demonstrations and introductory lessons for authentic vintage swing dances such as Lindy Hop, Jitterbug, Charleston, Balboa, and Blues, and are followed by social dancing to live music performances from swing/jazz/blues musicians at the Coral Gables Museum, VK Dance, Fritz & Franz Bierhaus and Best of Times Studio. These events are open to the public. All grant funds are used for activities that occur in Miami-Dade County.

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26 St. Patricks Day Committee, Inc. **Recommended Award: $6,337.00**
P.O. Box 836225
Miami, Florida 33283
St. Patrick's Day Festival
March 12, 2016

District Location(s) for Project Activity: 7*

Funds are requested to support the St. Patrick's Day Festival, a day showcasing Irish culture, tradition, music, art and dance. This event is free and open to the public. Vendors will display their wares, and traditional music and dancing will give onlookers a chance to experience Irish culture in Miami-Dade County. The event will take place at the Fred B. Hartnett Ponce Circle Park.

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27 St. Sophia Greek Orthodox Community **Recommended Award: $6,337.00**
2401 SW 3 Avenue
Miami, Florida 33129
St. Sophia Greek Festival of Miami
February 26-28, 2016

District Location(s) for Project Activity: 5*

Funds are requested to support the annual St. Sophia Greek Festival which shares and preserves the rich Greek heritage and culture through traditional foods, music, dancing, wines and cuisine. This event will take place at the St. Sophia Greek Orthodox Community and is open to the public.

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11

Miami-Dade County Department of Cultural Affairs
FY 2015-16 Community Grants (CG) – 2nd Quarter
Grant Award Recommendations

28 Tradisyon Lakou Lakay, Inc. **Recommended Award: $5,492.00**
10802 NE 4 Avenue
Miami, Florida 33161
Spring Fest VII
March 21-25, 2016

District Location(s) for Project Activity: 3*

Funds are requested to support TLL Spring Fest VII, an arts week-long program designed for underserved youth in the community. The program will serve 60 students in the areas of Haitian dance, visual arts, music, and theater. Under the guidance of professional performing and visual arts instructors, students will work towards performing and exhibiting their work at the Little Haiti Cultural Center. The performance/exhibit will be open to the public.

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29 United Jewish Generations, Inc. **Recommended Award: $4,225.00**
16820 NE 6, Court 29
North Miami Beach, Florida 33162
FACE Fine Arts and Culture for Elderly
January 17, 2016

District Location(s) for Project Activity: 4*

Funds are requested to support The Grand Klezmer Concert. This concert has been a major hit for the senior citizens and especially for those on a tight budget. Klezmer music is a real delicacy for those of Eastern European descent. The entertainers are from the Tekiah Orchestra. The location for the concert is the Julius Littman Performing Arts Theatre in North Miami Beach. The event is open to the public.

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30 Waving Hands, Inc. **Recommended Award: $5,492.00**
P.O. Box 440996
Miami, Florida 33144
Waving Hands Artistic Celebration
March 4-5, 2016

District Location(s) for Project Activity: 4*

Funds are requested to support Waving Hands Artistic Celebration, a set of two performances designed to meet the needs of people who are hard of hearing and deaf individuals in the community. The event will take place at Florida International University Frost Art Museum and is opent 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.*

MEMORANDUM

(Revised)

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

DATE: January 20, 2016

FROM: Abigail Price-Williams
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**

_____ **Statement of social equity 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)
1-20-16

RESOLUTION NO. R-28-16

RESOLUTION AUTHORIZING THE FUNDING OF 30 GRANTS FOR A TOTAL OF $160,000.00 FROM THE DEPARTMENT OF CULTURAL AFFAIRS FISCAL YEAR 2015-2016 COMMUNITY GRANTS PROGRAM – SECOND QUARTER FOR VARIOUS ENTITIES; WAIVING RESOLUTION NO. R-130-06; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE GRANT AGREEMENTS AND TO EXERCISE ALL PROVISIONS, INCLUDING 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, and approves funding of 30 grants for a total of $160,000.00 from the Fiscal Year 2015-2016 Community Grants Program – Second Quarter as follows:

Fiscal Year 2015-2016 Community Grants Program - Second Quarter

	Organization Name	
1	A.Y.U.D.A., Inc.	$1,943.00
2	Branches, Inc.	$5,070.00
3	Brazilian Voices Inc.	$4,140.00
4	Center for The Advancement of Jewish Education, Inc.	$10,140.00
5	City of West Miami	$2,957.00
6	COMPOSITUM MUSICAE NOVAE, INC.	$6,337.00
7	Finger Lakes GrassRoots Festival Organization, Inc.	$8,450.00
8	Florida Guitar Foundation, Inc.	$4,647.00
9	Florida International University Board of Trustees, for the benefit of The	$4,647.00

	College of Architecture and the Arts	
10	Florida Opera Prima, Inc.	$2,957.00
11	Fundarte, Inc. a/f/a for Academic, Cultural & Charitable Exchanges Corp.	$3,169.00
12	Fundarte, Inc. a/f/a for Cuatrogatos Foundation, Inc.	$4,394.00
13	IFCM, Corp.	$12,675.00
14	Kashmir Hindu Foundation,Inc.	$1,022.00
15	Miami Acting Company, Inc.	$6,337.00
16	Miami Arts Parade Foundation, Inc.	$4,225.00
17	Miami Theater Hub, Inc. D/B/A Miami New Drama	$3,802.00
18	Mid Eastern Dance Exchange, Inc.	$2,957.00
19	Musicall, Inc.	$6,337.00
20	National Tropical Botanical Garden, Inc.	$5,492.00
21	Opa-locka Community Development Corporation, Inc.	$6,337.00
22	Rotary Foundation of South Miami, Inc.	$8,450.00
23	Sabrina Cohen Foundation, Inc.	$5,070.00
24	Shakespeare in the Park Miami, Inc.	$8,450.00
25	South Florida Lindy Collective Corporation	$2,112.00
26	St. Patricks Day Committee, Inc.	$6,337.00
27	St. Sophia Greek Orthodox Community	$6,337.00
28	Tradisyon Lakou Lakay, Inc.	$5,492.00
29	United Jewish Generations, Inc.	$4,225.00
30	Waving Hands, Inc.	$5,492.00

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, including the cancellation provisions, contained therein.

The foregoing resolution was offered by Commissioner **José "Pepe" Diaz**, who moved its adoption. The motion was seconded by Commissioner **Sally A. Heyman** 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	**aye**	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	**absent**
Juan C. Zapata	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of January, 2016. 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. MAG

Monica Rizo Perez

MIAMI-DADE COUNTY

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS

«PROGRAM» - 2nd Quarter

GRANT AWARD AGREEMENT - ARTICLE I

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

GRANTEE AND GRANT DESCRIPTION

1.	GRANTEE:	«ORGANIZATION» (EIN#«FEDERAL_ID») «ADDRESS», «CITY», «STATE» «ZIP»
2.	AMOUNT OF GRANT:	«AWARD»
3.	PROJECT:	«PROJECT_TITLE» (as described in the program application, and any revisions 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, 2015
6.	GRANT END DATE:	September 30, 2016
7.	PROJECT/EVENT DATE:	January 1-March 31, 2016
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, 2015) – 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. Documentation for credit card transactions must include a copy of the relevant monthly credit card statement highlighting the charge for the expense, and proof of remittance to the credit card issuing company confirming payment made and accepted for the expense incurred. 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 websites, 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, including but not limited to newsletters, press releases, brochures, fliers, websites or any other materials for dissemination to the media or general public. 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.