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

MEMORANDUM

Agenda Item No. 8(C)(2)

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

DATE: January 20, 2016

FROM: Abigail Price-Williams County Attorney

SUBJECT: Resolution correcting errors in Ordinance No. 15-99, Attachment D to the September 3, 2015 Memorandum entitled "Information for First Budget Hearing – FY 2015-2016 Proposed Budget" specific to the grant awards through the Department of Cultural Affairs' Fiscal Year 2015-2016 Youth Arts Enrichment Grants Program; waiving Resolution No. 130-06; and authorizing the County Mayor to execute grant agreements with various entities and to exercise all provisions contained therein

Resolution No. R-29-16

The accompanying resolution was prepared by the Department of Cultural Affairs Department and placed on the agenda at the request of Prime Sponsor Commissioner Daniella Levine Cava.

Abigail Price-Williams
County Attorney

APW/cp

Memorandum

MIAMI-DADE COUNTY

Date: January 20, 2016

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

From: Carlos A. Gimenez
Mayor

Subject: Correction of Errors in Ordinance 15-99, Specific to the Department of Cultural Affairs' Fiscal Year 2015-16 Youth Arts Enrichment Grants Program

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Recommendation

It is recommended that the Board of County Commissioners (Board) approve the correction of errors in Ordinance. 15-99, Attachment D, to the September 3, 2015 Memorandum entitled "Information for First Budget Hearing – FY 2015-2016 Proposed Budget," concerning approval of grants to 33 non-profit cultural organizations awarded through the Department of Cultural Affairs FY 2015-16 Youth Arts Enrichment grants program as set forth in the attached revised schedule (Attachment A). 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) be waived in order to expedite the allocation of funding support for these time-sensitive education events and that the County Mayor or Mayor's designee be authorized to execute grant agreements with these grant recipients.

Scope

The impact of this agenda item is countywide.

Fiscal Impact/Funding Source

Funding for the Youth Arts Enrichment Grants program is provided to the Department of Cultural Affairs from The Children's Trust, as adopted in the FY 2015-16 County budget ordinance. Youth Arts Enrichment Grants are disbursed through Index Code CUGRANTS, Sub-object Code 60644, and drawn from Fund 125, Subfund 127.

Upon adoption of the FY 2015-16 Ordinance 15-99, under Grants to/Programs for Artists and Non-Profit Cultural Organizations, a total of $450,000.00 was allocated for FY 2015-16 Youth Arts Enrichment Grants ($450,000.00 from Fund SO 125, Subfund 127). The total amount of funding for this grant program, $450,000.00, does not change by virtue of this item.

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 Department of Cultural Affairs, is responsible for monitoring the grant contracts.

Background

The list of Grants to Non-Profit Cultural Organizations in FY 2015-16 through the Department of Cultural Affairs (Attachment D) to the September 3, 2015 Memorandum entitled "Information for First Budget Hearing – FY 2015-2016 Proposed Budget," contained errors specific to the grant awards through the Department of Cultural Affairs' FY 2015-16 Youth Arts Enrichment Grants Program. This was due to an error in sorting certain project titles and grant awards in a spreadsheet. The corrections detailed in the attached schedule (Attachment A) properly reflect the results of the thorough evaluation of each application in accordance with the program's guidelines, and the recommendations adopted by the Youth Arts Enrichment Grants Program panel and the Cultural Affairs Council. The total amount of funding for this grant program, $450,000.00, does not change.

It is further 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 and that the County Mayor or Mayor's designee be authorized to execute grant agreements with the identified recipients.

Michael Spring
Senior Advisor, Office of the Mayor

ATTACHMENT A

ORIGINAL SCHEDULE, AS ADOPTED IN ORDINANCE 15-99 - ATTACHMENT D TO THE SEPTEMBER 3, 2015 MEMORANDUM ENTITLED "INFORMATION FOR FIRST BUDGET HEARING – FY 2015-2016 PROPOSED BUDGET"

GRANTS PROGRAM	GRANTEE	PROGRAM / PROJECT	FY 2015-16 GRANT AWARD
YOUTH ARTS ENRICHMENT GRANTS PROGRAM (YEP)			
YEP	Alhambra Music, Inc.	Community Orchestra Youth Outreach	$10,000
YEP	Arts Ballet Theatre of Florida, Inc	Shakespeare Page-to-Stage School & Community Tour	$10,000
YEP	ArtSouth, A-Not-For-Profit Corporation	WordSpeak	$25,000
YEP	Bakehouse Art Complex, Inc.	Public School Music Education Programs	$10,000
YEP	City Theatre, Inc.	ARTreach	$10,000
YEP	Coral Gables Congregational Church (United Church of Christ), Inc.	Create Out Loud!	$25,000
YEP	Deco Echo Artists Delegation d/b/a Center for Folk and Community Art	Historic Site Visits Program	$10,000
YEP	Delou Africa, Inc.	The 10th Talent Showcase - Inclusive Dance for Teens	$25,000
YEP	Fairchild Tropical Botanic Garden, Inc.	Arts Integration at Fairchild	$10,000
YEP	Florida Grand Opera, Inc.	IDEA@thebass for All	$10,000
YEP	Friends of the Bass Museum, Inc.	Out of the Box Youth Outreach Program	$10,000
YEP	Friendship Circle of Miami, Inc.	From Home to Home: Jewish Immigration to America	$10,000
YEP	GableStage, Inc.	Opera Lab: A Laboratory of Learning Through Opera	$10,000
YEP	Historical Association of Southern Florida, Inc.	Arts Ballet Goes to School	$10,000
YEP	Karen Peterson and Dancers, Inc	Ballet Bus: A scholarship program for children. Everything they need, beginning with the bus!	$25,000
YEP	Locust Projects, Inc.	YoungArts Miami	$10,000
YEP	Marjory Stoneman Douglas Biscayne Nature Center, Inc.	Shakespeare Project In-School Tour	$10,000
YEP	Miami City Ballet, Inc.	Miami Children's Museum Arts Residency for Children with Special Needs	$18,120
YEP	Miami Light Project, Inc.	Colors and Patterns in Nature	$10,000
YEP	Miami Short Film Festival, Inc.	City Theatre's Short Cuts School Tour	$10,000
YEP	National Foundation for Advancement in the Arts, Inc.	Seraphic Fire's Miami Choral Academy 2015-2016 Program	$10,000
YEP	New World Symphony, Inc.	New World Symphony's MusicLab	$20,000
YEP	Orchestra Miami, Inc.	Community Orchestra Youth Outreach	$10,000
YEP	Saint Martha Concerts and Cultural Affairs, Inc.	Expressive Arts Program (Musical Theater, Art, Music/Guitar, and Dance)	$10,000
YEP	Seraphic Fire, Inc.	Expansion of Bakehouse Art Complex In-School Artist Residency Program	$10,000
YEP	South Florida Art Center, Inc. d/b/a ArtCenter/ South Florida	Young Patronesses of Opera InSchool Opera Program - Opera FunTime	$10,000
YEP	The Dance Now! Ensemble, Inc.	Arts Beyond the Classroom (ABC)	$25,000
YEP	The Dave and Mary Alper Jewish Community Center, Inc.	St. Martha-Yamaha Arts in the Schools	$10,000
YEP	The Miami Children's Museum, Inc.	Youth Arts Initiative	$25,000
YEP	The Murray Dranoff Foundation, Inc.	BULLYING - PART TWO	$8,960
YEP	The Musical Arts Association of Miami, Inc.	Little Locust Art Builders (Little LAB)	$8,960
YEP	Tigertail Productions, Inc.	Dance NOW! 2015/16 Long Term Public Schools Residencies	$25,000
YEP	Young Patronesses of the Opera, Inc.	MsFF Outreach Program 2015-16	$8,960
		Sub-Total: FY 2015-16 Youth Arts Enrichment Program Grants:	**$450,000**

4

ATTACHMENT A

REVISED SCHEDULE INDICATING SCRIVENER'S ERRORS IN ATTACHMENT D TO THE SEPTEMBER 3, 2015 MEMORANDUM ENTITLED "INFORMATION FOR FIRST BUDGET HEARING – FY 2015-2016 PROPOSED BUDGET"

GRANTS PROGRAM	GRANTEE	PROGRAM / PROJECT	FY 2015-16 GRANT AWARD CORRECTED
YOUTH ARTS ENRICHMENT GRANTS PROGRAM (YEP)			
YEP	Alhambra Music, Inc.	Community Orchestra Youth Outreach	$10,000
YEP	Arts Ballet Theatre of Florida, Inc	~~Shakespeare Page-to-Stage School & Community Tour~~ Arts Ballet Goes to School	$10,000
YEP	ArtSouth, A-Not-For-Profit Corporation	~~WordSpeak~~ Arts Beyond the Classroom (ABC)	$25,000
YEP	Bakehouse Art Complex, Inc.	~~Public School Music Education Programs~~ Expansion of Bakehouse Art Complex In-School Artist Residency Program	$10,000
YEP	City Theatre, Inc.	~~ARTreach~~ City Theatre's Short Cuts School Tour	$10,000
YEP	Coral Gables Congregational Church (United Church of Christ), Inc.	Create Out Loud!	$25,000
YEP	Deco Echo Artists Delegation d/b/a Center for Folk and Community Art	~~Historic Site Visits Program~~ BULLYING – PART TWO	$8,960
YEP	Delou Africa, Inc.	~~The 10th Talent Showcase - Inclusive Dance for Teens~~ Youth Arts Initiative	$25,000
YEP	Fairchild Tropical Botanic Garden, Inc.	Arts Integration at Fairchild	$10,000
YEP	Florida Grand Opera, Inc.	~~IDEAattheBass for All~~ Opera Lab: A Laboratory of Learning Through Opera	$10,000
YEP	Friends of the Bass Museum, Inc.	~~Out of the Box Youth Outreach Program~~ IDEA@thebass for All	$10,000
YEP	Friendship Circle of Miami, Inc.	~~From Home to Home: Jewish Immigration to America~~ Expressive Arts Program (Musical Theater, Art, Music/Guitar, and Dan	$10,000
YEP	GableStage, Inc.	~~Opera Lab: A Laboratory of Learning Through Opera~~ Shakespeare Page-to-Stage School & Community Tour	$10,000
YEP	Historical Association of Southern Florida, Inc.	~~Arts Ballet Goes to School~~ Historic Site Visits Program	$10,000
YEP	Karen Peterson and Dancers, Inc	~~Ballet Bus: A scholarship program for children. Everything they need, beginning with the bus!~~ The 10th Talent Showcase - In	$25,000
YEP	Locust Projects, Inc.	~~YoungArts Miami~~ Little Locust Art Builders (Little LAB)	$8,960
YEP	Marjory Stoneman Douglas Biscayne Nature Center, Inc.	~~Shakespeare Project In-School Tour~~ Colors and Patterns in Nature	$10,000
YEP	Miami City Ballet, Inc.	~~Miami Children's Museum Arts Residency for Children with Special Needs~~ Ballet Bus: A scholarship program for children. Ev	$25,000
YEP	Miami Light Project, Inc.	~~Colors and Patterns in Nature~~ Out of the Box Youth Outreach Program	$10,000
YEP	Miami Short Film Festival, Inc.	~~City Theatre's Short Cuts School Tour~~ MSFF Outreach Program 2015-16	$8,960
YEP	National Foundation for Advancement in the Arts, Inc.	~~Seraphic Fire's Miami Choral Academy 2015-2016 Program~~ YoungArts Miami	$10,000
YEP	New World Symphony, Inc.	New World Symphony's MusicLab	$20,000
YEP	Orchestra Miami, Inc.	~~Community Orchestra Youth Outreach~~ Shakespeare Project In-School Tour	$10,000
YEP	Saint Martha Concerts and Cultural Affairs, Inc.	~~Expressive Arts Program (Musical Theater, Art, Music/Guitar, and Dance)~~ St. Martha-Yamaha Arts in the Schools	$10,000
YEP	Seraphic Fire, Inc.	~~Expansion of Bakehouse Art Complex In-School Artist Residency Program~~ Seraphic Fire's Miami Choral Academy 2015-2016	$10,000
YEP	South Florida Art Center, Inc. d/b/a ArtCenter/ South Florida	~~Young Patronesses of Opera InSchool Opera Program - Opera FunTime~~ ARTreach	$10,000
YEP	The Dance Now! Ensemble, Inc.	~~Arts Beyond the Classroom (ABC)~~ Dance NOW! 2015/16 Long Term Public Schools Residencies	$25,000
YEP	The Dave and Mary Alper Jewish Community Center, Inc.	~~St. Martha-Yamaha Arts in the Schools~~ From Home to Home: Jewish Immigration to America	$10,000
YEP	The Miami Children's Museum, Inc.	~~Youth Arts Initiative~~ Miami Children's Museum Arts Residency for Children with Special Needs	$18,120
YEP	The Murray Dranoff Foundation, Inc.	~~BULLYING – PART TWO~~ PIANO SLAM 8	$10,000
YEP	The Musical Arts Association of Miami, Inc.	~~Little Locust Art Builders (Little LAB)~~ Public School Music Education Programs	$10,000
YEP	Tigertail Productions, Inc.	~~Dance NOW! 2015/16 Long Term Public Schools Residencies~~ WordSpeak	$25,000
YEP	Young Patronesses of the Opera, Inc.	~~MsFF Outreach Program 2015-16~~ Young Patronesses of Opera InSchool Opera Program - Opera FunTime	$10,000
		Sub-Total: FY 2015-16 Youth Arts Enrichment Program Grants:	**$450,000**

ATTACHMENT A

FINAL, REVISED SCHEDULE

GRANTS PROGRAM	GRANTEE	PROGRAM / PROJECT	FY 2015-16 GRANT AWARD FINAL
YOUTH ARTS ENRICHMENT GRANTS PROGRAM (YEP)			
YEP	Alhambra Music, Inc.	Community Orchestra Youth Outreach	$10,000
YEP	Arts Ballet Theatre of Florida, Inc	Arts Ballet Goes to School	$10,000
YEP	ArtSouth, A-Not-For-Profit Corporation	Arts Beyond the Classroom (ABC)	$25,000
YEP	Bakehouse Art Complex, Inc.	Expansion of Bakehouse Art Complex In-School Artist Residency Program	$10,000
YEP	City Theatre, Inc.	City Theatre's Short Cuts School Tour	$10,000
YEP	Coral Gables Congregational Church (United Church of Christ), Inc.	Create Out Loud!	$25,000
YEP	Deco Echo Artists Delegation d/b/a Center for Folk and Community Art	BULLYING - PART TWO	$8,960
YEP	Delou Africa, Inc.	Youth Arts Initiative	$25,000
YEP	Fairchild Tropical Botanic Garden, Inc.	Arts Integration at Fairchild	$10,000
YEP	Florida Grand Opera, Inc.	Opera Lab: A Laboratory of Learning Through Opera	$10,000
YEP	Friends of the Bass Museum, Inc.	IDEA@thebass for All	$10,000
YEP	Friendship Circle of Miami, Inc.	Expressive Arts Program (Musical Theater, Art, Music/Guitar, and Dance)	$10,000
YEP	GableStage, Inc.	Shakespeare Page-to-Stage School & Community Tour	$10,000
YEP	Historical Association of Southern Florida, Inc.	Historic Site Visits Program	$10,000
YEP	Karen Peterson and Dancers, Inc	The 10th Talent Showcase - Inclusive Dance for Teens	$25,000
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YEP	National Foundation for Advancement in the Arts, Inc.	YoungArts Miami	$10,000
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YEP	Seraphic Fire, Inc.	Seraphic Fire's Miami Choral Academy 2015-2016 Program	$10,000
YEP	South Florida Art Center, Inc. d/b/a ArtCenter/ South Florida	ARTreach	$10,000
YEP	The Dance Now! Ensemble, Inc.	Dance NOW! 2015/16 Long Term Public Schools Residencies	$25,000
YEP	The Dave and Mary Alper Jewish Community Center, Inc.	From Home to Home: Jewish Immigration to America	$10,000
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YEP	Tigertail Productions, Inc.	WordSpeak	$25,000
YEP	Young Patronesses of the Opera, Inc.	Young Patronesses of Opera InSchool Opera Program - Opera FunTime	$10,000
		Sub-Total: FY 2015-16 Youth Arts Enrichment Program Grants:	**$450,000**

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)(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**

_____ **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)(2)
1-20-16

RESOLUTION NO. R-29-16

RESOLUTION CORRECTING ERRORS IN ORDINANCE NO. 15-99, ATTACHMENT D TO THE SEPTEMBER 3, 2015 MEMORANDUM ENTITLED "INFORMATION FOR FIRST BUDGET HEARING – FY 2015-2016 PROPOSED BUDGET" SPECIFIC TO THE GRANT AWARDS THROUGH THE DEPARTMENT OF CULTURAL AFFAIRS' FISCAL YEAR 2015-2016 YOUTH ARTS ENRICHMENT GRANTS PROGRAM; WAIVING RESOLUTION NO. 130-06; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE GRANT AGREEMENTS WITH VARIOUS ENTITIES AND TO EXERCISE ALL 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 corrects the errors in Ordinance No. 15-99, Attachment D to the September 3, 2015 Memorandum entitled "Information for First Budget Hearing – FY 2015-2016 Proposed Budget" specific to the grant awards through the Department of Cultural Affairs' Fiscal Year 2015-2016 Youth Arts Enrichment Grants Program as set forth in Attachment A to the accompanying memorandum, waives the requirements of Resolution No. 130-06, and authorizes the County Mayor or Mayor's designee to execute grant agreements with the recipients identified in Attachment A to the accompanying memorandum in substantially the form attached hereto.

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.

Monica Rizo

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
GENERAL TERMS AND CONDITIONS FOR SAS-C and YEP 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 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:

http://www.thechildrenstrust.org/providers/news/media-kit

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.

Article II.6: Report Deadline – ¶ 5:

Additional Grant Reporting Requirements for the Summer Arts & Science Camps for Kids (SAS-C) Program and Youth Arts Enrichment Program (YEP)

In addition to the Final Report and documentation described in Article II.6, Grantees shall be subject to the requirements of the **SAS-C and YEP Contract Compliance Infraction Policy** as outlined below, which includes:

- evaluating grantee performance as it relates to future funding by incorporating prior year outcomes data and contractual compliance reporting information in the subsequent year's grant application, and which will be taken into account in the application scoring criteria; and

- implementing automatic penalties for organizations having serious prior year compliance issues in subsequent year's grant applications (see chart below).

Contract Compliance Issues include:

1) **Late reporting**

   - For SAS-C, Final Reports are due within forty-five (45) days of the project completion date.
   - For YEP, Final Reports are due within thirty (30) days of the project completion date
   - Final Reports will not be recorded as being submitted to the Department of Cultural Affairs until all required reporting components are submitted, which include:

     a. Final Report Form / Formset

     b. Final Report Expense Summary Template

     c. Copies of cancelled checks or bank issued evidence of payments, together with corresponding invoices/receipts

     d. Up to 3 support documents related to the funded project, such as:
        i. brochures / flyers
        ii. press releases / news clips / advertisements
        iii. sample photos or other media documenting project activities
        iv. parent / student / teacher surveys or testimonials

     e. Student Roster Template(s) (SAS-C / YEP Category A)

f. Youth Arts & Science Pre- and Post- Assessments (SAS-C / YEP Category A)

g. The Children's Trust Parent Satisfaction Survey Data (Google Doc form) (SAS-C / YEP Category A, if applicable)

h. The Children's Trust Child Information Forms (SAS-C)

i. Student Attendance Log / Records (SAS-C)

2) Total number of children/youth contracted to be served not met (SAS-C / YEP Category A)

3) Number of children/youth with disabilities contracted to be served not met (SAS-C / YEP Category A)

4) Insufficient Student Data (missing, incomplete, inaccurate, or insufficient attendance and/or pre/post assessments) (SAS-C / YEP Category A)

The following table outlines the penalties that shall be imposed in subsequent year's grant applications for each of the infractions pertaining to the prior year contract compliance issues:

SAS-C and YEP Contract Compliance Infraction Policy								
Compliance Issue	Grant Program	Grace Period	Infraction	Penalty	Infraction	Penalty	Infraction	Penalty
1) Late reporting	• SAS-C • YEP Cat A • YEP Cat B	<=7 days	8-14 days	-3 points Mgt/Fin Capability	15-44 days	-5 points Mgt/Fin Capability	>44 days	1 year Ineligible
2) Total number of children/youth contracted to be served	• SAS-C • YEP Cat A	<=5%	6-10%	-3 points Mgt/Fin Capability	11-15%	-5 points Mgt/Fin Capability	>15%	1 year Ineligible
3) Number of children/youth with disabilities contracted to be served	• SAS-C • YEP Cat A	<=5%	6-10%	-3 points Mgt/Fin Capability	11-15%	-5 points Mgt/Fin Capability	>15%	1 year Ineligible
4) Insufficient Data a. Number of actual days attended	• SAS-C • YEP Cat A	<=5%	6-10%	-3 points Mgt/Fin Capability	11-15%	-5 points Mgt/Fin Capability	>15%	1 year Ineligible
b. Pre-Assessments	• SAS-C • YEP Cat A	<=5%	6-10%	-3 points Mgt/Fin Capability	11-15%	-5 points Mgt/Fin Capability	>15%	1 year Ineligible
c. Post-Assessments	• SAS-C • YEP Cat A	<=5%	6-10%	-3 points Mgt/Fin Capability	11-15%	-5 points Mgt/Fin Capability	>15%	1 year Ineligible

Article II.6: Report Deadline – ¶ 6:

Measurable Outcomes and Programmatic Data Reporting Requirements for Summer Arts & Science Camps for Kids (SAS-C) Program and Youth Arts Enrichment Program (YEP) Category A - (for ongoing/long-term projects)

In addition to the Final Report and accompanying documentation described in Article II.6, Grantees awarded through SAS-C and YEP Category A (for ongoing/long-term projects) shall submit documentation to measure the following outcome indicators:

Outcome and Target %	Participants to be Measured	Data Source / Measurement Tool	Timing
85% of children/youth improve proficiency of arts skills	SAS-C (Arts) YEP (Category A: long-term/ongoing projects)	Youth ARTS Program Participant Skills Assessment (Americans for the Arts, Youth ARTS Toolkit, 2003 – adapted)	Pre & Post
85% of children/youth improve science skills	SAS-C (Science)	Youth ARTS Program Participant Skills Assessment (Americans for the Arts, Youth ARTS Toolkit, 2003 – adapted)	Pre & Post
85% of children/youth will increase positive peer relationships	SAS-C YEP (Category A: long-term/ongoing projects)	Youth ARTS Pre & Post Assessment of Participant Peer Relationships (Americans for the Arts, Youth ARTS Toolkit, 2003 – adapted)	Pre & Post

Grantees shall also submit the Student Roster documenting participant demographics*, aggregate attendance, and performance measures as noted above.

*Demographics information required for CHILDREN/YOUTH participating in SAS-C and YEP Category A funded programs:

- Zip Code of children's residence
- Gender (male, female)
- Age Range in years (0-5, 6-12, 13-18, 19-22, Unknown)
- Race (American Indian or Alaskan Native, Asian, Black or African American, Pacific Islander, White, Other, Unknown)
- Ethnicity (Hispanic, Haitian, Other, Unknown)
- Child's Current Grade Range (Elementary, Middle, High School, Not in School)
- Child's Current School
- Disabilities served

Grantees funded through SAS-C and YEP Category A (when applicable) shall also utilize the Google Doc form provided to submit a summary of the results of the Client satisfaction surveys administered at the completion of the funded project.

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
RESTATEMENT OF PROJECT BUDGET

Fiscal Year:
Grant Program Name:
Organization Name:
Program/Project Title:
Grant Start Date:
Grant End Date:

Describe any necessary changes to the program/project that differ from the original grant application (type "N/A" if none):

Numbers of Children/Youth to be Served: *Attending, Participating and/or Performing COMBINED*	# of Infants/Preschoolers (Ages 0-5):	
	# of Children (Ages 6-12):	
	# of Youth (Ages 13-17):	
	TOTAL # of Children/Youth to be Served:	0
Numbers of Children/Youth with Disabilities:	# of Children/Youth with Disabilities (Ages 0-17):	
	# of Young Adults with Disabilities (Ages 18-22):	
	TOTAL # of Children/Youth with Disabilities:	0

TOTAL PARTICIPATION:
All Adults PLUS All Children/Youth COMBINED

Audience / Attending: | **Performing / Instructing:**

Grant Program Name: ______________________

EXPENSES	GRANT DOLLARS GRANT DOLLARS +	CASH MATCH =	TOTAL EXPENSES TOTAL CASH	IN-KIND
Personnel: Administration			$ -	
Personnel: Artistic			$ -	
Personnel: Technical/Production			$ -	
Outside Artistic Fees/Services			$ -	
Outside Other Fees/Services			$ -	
Marketing: ADV/PR/Printing/Publication			$ -	
Marketing: Postage/Distribution			$ -	
Marketing: Web Design/Support/Maintenance			$ -	
Travel: In County			$ -	
Travel: Out of County			$ -	
Equipment Rental			$ -	
Equipment Purchase			$ -	
Space Rental			$ -	
Mortgage/Loan Payments			$ -	
Insurance			$ -	
Utilities			$ -	
Fundraising/Development *(Non-Personnel)*			$ -	
Merchandise/Concessions/Gift Shops			$ -	
Supplies/Materials			$ -	
Other Expenses *(Itemize Below)*				
Architectural and Engineering Fees			$ -	
Construction Costs			$ -	
Permits, Insurance, Other City Costs			$ -	
Owner Expenses			$ -	
Project Management			$ -	
			$ -	
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TOTAL GRANT AWARD:	CASH MATCH	Subtotal: CASH Expenses	Subtotal: In-Kind Expenses
$ -	$ -	$ -	$ -

TOTAL EXPENSES: $ -

REVENUES	TOTAL REVENUES CASH	TOTAL REVENUES IN-KIND	% of cash revenues
Admissions			#DIV/0!
Memberships			#DIV/0!
Tuitions/Enrollment Fees			#DIV/0!
Contracted Services: Outside Programs/Performances			#DIV/0!
Contracted Services: Special Exhibition Fees			#DIV/0!
Contracted Services: Other			#DIV/0!
Rental Income			#DIV/0!
Corporate Support			#DIV/0!
Foudation Support			#DIV/0!
Private/Individual Support			#DIV/0!
Other Private Support: Auxilliary Activities			#DIV/0!
Other Private Support: Special Event Proceeds			#DIV/0!
Gov't Grants: Federal *(Itemize Below)*			
			#DIV/0!
			#DIV/0!
			#DIV/0!
Gov't Grants: State *(Itemize Below)*			
			#DIV/0!
			#DIV/0!
			#DIV/0!
Gov't Grants: Local *(Not Dept of Cultural Affairs Grants)*			
			#DIV/0!
			#DIV/0!
			#DIV/0!
			#DIV/0!
Gov't Grants: The Children's Trust *(Direct Funding)*			#DIV/0!
Merchandise/Concession/Gift Shop Revs			#DIV/0!
Investment Income *(Endowment)*			#DIV/0!
Interest and Dividends			#DIV/0!
Cash on Hand			#DIV/0!
Other Revenues *(Itemize Below)*			
			#DIV/0!
			#DIV/0!
			#DIV/0!
			#DIV/0!
			#DIV/0!
			#DIV/0!
Department of Cultural Affairs Grants *(Itemize below)* (Do Not include this contract's grant award here.)			
			#DIV/0!
			#DIV/0!
			#DIV/0!
			#DIV/0!
Subtotals: CASH Revenues / In-Kind:	$ -	$ -	*Grant Award % of cash revenues*
GRANT AWARD AMOUNT:			#DIV/0!
Subtotal: Cash Revenues + Grant Award:	$ -		
TOTAL REVENUES:	$ -		*Surplus/Deficit* $ - / *In-kind %* #DIV/0!

Authorizing Official:

Signature: _____ Date: _____

Typed/Printed Name: Title:

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS UNIVERSAL AFFIDAVITS

Each section of this form must be read, and initialed indicating acceptance and/or compliance with the County's policy related to the particular affidavit. For affidavit sections that you do not believe are applicable to your organization, please indicate this by placing "N/A" in the blank and your initials next to the "N/A." ALL SECTIONS MUST BE COMPLETED, either with your initials indicating compliance or "N/A" indicating non-applicable. **Sections not completed on the Affidavit will render the entire Universal Affidavit null and void and it will be returned to you for completion.**

The MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT, MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT, MIAMI-DADE COUNTY CRIMINAL RECORD AFFIDAVIT, and MIAMI-DADE COUNTY DISABILITY NONDISCRIMINATION AFFIDAVIT shall not pertain to contracts with the United States or any departments or agencies thereof, the State of Florida or any political subdivision or agency thereof, or any municipality of this State. The MIAMI-DADE COUNTY FAMILY LEAVE AFFIDAVIT shall not pertain to contracts with the United States or any of its departments or agencies, the State of Florida or any political subdivision or agency thereof, it shall, however, pertain to municipalities of the State of Florida.

I, _____ being first duly sworn state:
(Name of Affiant / Authorized Official)

The full legal name and business address of the person(s) or entity contracting or transacting business with Miami-Dade County are (Post Office addresses are not acceptable):

_____
Federal Employer Identification Number

_____
Name of Entity, Individual(s), Partners, or Corporation

_____
Street Address City State Zip Code

_____ I. **MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT** (Sec. 2-8.1 of the County Code)

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a partnership, the foregoing information shall be provided for each partner. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. The foregoing requirements shall not pertain to contracts with publicly traded corporations or to contracts with the United States or any department or agency thereof, the State of Florida or any political subdivision or agency thereof or any municipality of this State. All such names and addresses are (Post Office addresses are not acceptable):

Full Legal Name	Address	Ownership
		%
		%
		%

2. The full legal name and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with Miami-Dade County are (Post Office addresses are not acceptable):

_____

_____

_____

3. Any person who willfully fails to disclose the information required herein, or who knowingly discloses false information in this regard, shall be punished by a fine of up to five hundred dollars ($500) or imprisonment in the County jail for up to sixty (60) days or both.

_____ II. **MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT** (County Ordinance No. 90-133. Amending sec. 2.8-1: Subsection (d)(2) of the County Code).

Except where precluded by federal or State laws or regulations, each contract or business transaction or renewal thereof which involves the expenditure of ten thousand dollars ($10,000) or more shall require the entity contracting or transacting business to disclose the following information. The foregoing disclosure requirements do not apply to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof or any municipality of this State.

1. Does your firm have a collective bargaining agreement with your employees?
   ___ Yes ___ No

2. Does your firm provide paid health care benefits for its employees?
   ___ Yes ___ No

3. Provide current breakdown (number of persons) of your firm's work force and ownership as to race, national origin and gender.

White:	___ Males	___ Females
Black:	___ Males	___ Females
Hispanic:	___ Males	___ Females
Native American:	___ Males	___ Females
Asian:	___ Males	___ Females
Aleut (Eskimo):	___ Males	___ Females
_____:	___ Males	___ Females

_____ III. **MIAMI-DADE COUNTY CRIMINAL RECORD AFFIDAVIT** (Section 2-8.6 of the County Code)

The individual or entity entering into a contract or receiving funding from the County ____ has ____ has not as of the date of this affidavit been convicted of a felony during the past ten (10) years.

An officer, director, or executive of the entity entering into a contract or receiving funding from the County____ has ____ has not as of the date of this affidavit been convicted of a felony during the past (10) years.

_____ IV. **MIAMI-DADE COUNTY EMPLOYMENT DRUG-FREE WORKPLACE AFFIDAVIT** (County Ordinance No. 92-15 codified as Section 2-8.1.2 of the County Code)

That in compliance with Ordinance No. 92-15 of the Code of Miami-Dade County, Florida, the above named person or entity is providing a drug-free workplace. A written statement to each employee shall inform the employee about:

1. danger of drug abuse in the workplace;
2. the firm's policy of maintaining a drug-free environment at all workplaces;

3. availability of drug counseling, rehabilitation and employee assistance programs;
4. penalties that may be imposed upon employees for drug abuse violations.

The person or entity shall also require an employee to sign a statement, as a condition of employment that the employee will abide by the terms and notify the employer of any criminal drug conviction occurring no later than five (5) days after receiving notice of such conviction and impose appropriate personnel action against the employee up to and including termination.

Compliance with Ordinance No. 92-15 may be waived if the special characteristics of the product or service offered by the person or entity make it necessary for the operation of the County or for the health, safety, welfare economic benefits and well-being of the public. Contracts involving funding which is provided in whole or in part by the United States or the State of Florida shall be exempted from the provisions of this ordinance in those instances where those provisions are in conflict with the requirements of those governmental entities.

_____ V. **MIAMI-DADE COUNTY EMPLOYMENT FAMILY LEAVE AFFIDAVIT** (County Ordinance No. 142-91 codified as Section 11A-29 et. seq. of the County Code)
That in compliance with Ordinance No. 142-91 of the Code of Miami-Dade County, Florida, an employer with fifty (50) or more employees working in Miami-Dade County for each working day during each twenty (20) or more calendar work weeks, shall provide the following information in compliance with all items in the aforementioned ordinance:

An employee who has worked for the above firm at least one (1) year shall be entitled to ninety (90) days of family leave during any twenty-four (24) month period, for medical reasons, for the birth or adoption of a child, or for the care of a child, spouse or other close relative who has a serious health condition without risk of termination of employment or employer retaliation.

The foregoing requirements shall not pertain to contracts with the United States or any department or agency thereof, or the State of Florida or any political subdivision or agency thereof. It shall, however pertain to municipalities of this State.

_____ VI. **MIAMI-DADE COUNTY DISABILITY NONDISCRIMINATION AFFIDAVIT** (County Resolution R-385-95)

That the above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction in the following laws: 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; Title II, Public Services; Title III, Public Accommodation and Services Operated by Private Entities; Title IV, Telecommunications; and 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 Housing Act as amended, 42 U.S.C. Section 3601-3631. The foregoing requirements 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.

_____ **VII. MIAMI-DADE COUNTY AFFIDAVIT REGARDING DELINQUENT AND CURRENTLY DUE FEES OR TAXES** (Sec. 2-8.1(c) of the County Code).

Except for small purchase orders and sole source contracts, the above named firm, corporation, organization or individual desiring to transact business or enter into a contract with the County verifies that all delinquent and currently due fees or taxes -- including but not limited to real and property taxes, utility taxes and occupational licenses -- which are collected in the normal course by the Miami-Dade County Tax Collector as well as Miami-Dade County issued parking tickets for vehicles registered in the name of the firm, corporation, organization or individual have been paid.

_____ **VIII. ATTESTATION REGARDING DUE AND PROPER ACKNOWLEDGEMENT OF COUNTY FUNDING SUPPORT**

By initialing this subsection and accepting County funds, the above named firm, corporation, organization or individual agrees to abide by the grant contract requirement 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.

I have carefully read this entire three (3) page document entitled, "Universal Affidavit" and have initialed all affidavits that pertain to this contract and have indicated by "NA" all affidavits that do not pertain to this contract.

By: _____ _____
(Signature of Affiant) (Date)

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____, 20 _____
by

_____.
(Name of Affiant - Printed)

He / She:

☐ has produced _____ as identification.
(Type of Identification)

_____, Notary Public Imprint of Notary Seal
(Signature of Notary)

_____
(Name of Notary Typed, Printed or Stamped)

State of Florida - County of _____