MEMORANDUM

Agenda Item No. 8(C)(1)

TO:	Honorable Chairman Anthony Rodriguez and Members, Board of County Commissioners	DATE:	June 3, 2025
FROM:	Geri Bonzon-Keenan County Attorney	SUBJECT:	Resolution authorizing the funding of 33 grants for a total of \$180,000.00 from the Department of Cultural Affairs Fiscal Year 2024-2025 Community Grants Program – second quarter for various entities; waiving Resolution No. R-130-06; authorizing the County Mayor to execute grant agreements and to exercise all provisions, including the cancellation provisions, contained therein

The accompanying resolution was prepared by the Cultural Affairs Department and placed on the agenda at the request of Prime Sponsor Vice Chairman Kionne L. McGhee.

Geri Bonzon-Keenen County Attorney

GBK/uw

Memorandum MIAMI-DADE



Date:	June 3, 2025
То:	Honorable Chairman Anthony Rodriguez and Members, Board of County Commissioners
From:	Daniella Levine Cava Daniella Levine Cava Mayor
Subject:	Fiscal Year 2024-2025 Community Grants Program - Second Quarter Recommendations for a total of \$180,000.00

Executive Summary

This item is requesting that the Board of County Commissioners approve the recommendations of the Fiscal Year 2024-2025 Community Grants Program - Second Quarter (supporting events and activities in January, February and March), totaling \$180,000.00 in grants for 33 applicants. The Community Grants Program (Program) supports cultural programs, projects and events, such as fairs, parades and neighborhood festivals on a quarterly basis. The Program funds arts projects with strong community involvement and/or outreach component and is particularly sensitive to the needs of indigenous cultural neighborhood activities and projects encouraging the preservation of heritage, traditions and culture, as well as social service organizations and cultural groups developing collaborative intervention projects using the arts. An inclusive program, Community Grants supports approximately 100-125 projects each year from nonprofit organizations serving all thirteen districts. With four deadlines a year, the Program welcomes applications for cultural projects that are reflective of the diverse population of Miami-Dade County. The Miami-Dade County Department of Cultural Affairs (Department) grants programs are promoted to hundreds of organizations and individuals through the Department's website, e-newsletter, press releases, social media platforms, recurring workshops and informational flyers. The Department also promotes the programs through partner organizations and collaborations with Commission District offices. Applicants are offered one-on-one consultations, workshops and technical assistance, including a corrections process, prior to the panel review. The recommendations are made by the Community Grants Program Panel and the Cultural Affairs Council. The funds were allocated via the Fiscal Year 2024-2025 Miami- Dade County budget.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the funding of 33 grants, totaling \$180,000.00, from the Fiscal Year 2024-2025 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 nongovernmental 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 tourism-oriented and community events.

Scope

The impact of this agenda item is countywide.

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Delegation of Authority

The County Mayor and/or County Mayor's designee is delegated the authority to execute the grant agreements and exercise all provisions, including cancellation provisions contained therein.

Fiscal Impact/Funding Source

Funding for the Community Grants Program comes from the Department of Cultural Affairs' approved departmental revenues, as adopted in the Fiscal Year 2024-2025 County budget. Community Grants are disbursed through Department Fund S1031, Department: CU02010000, Account: 5606150000, Grant: No Grant, Project: CU_GTS_CGP, Activity: Grants. The FY 2024-2025 Cultural Affairs budget, under Grants to Programs for Artists and Non-Profit Cultural Organizations, includes a total allocation of \$647,000.00 for the Community Grants Program.

Track Record/Monitor

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

Background

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.

It should be noted that the Community Grants Program operates on a quarterly basis and when taken together, all four quarters provide a picture of the entire year of activities and the broad diversity of applicants and projects. In addition, the Department's grants programs are promoted to hundreds of organizations and individuals through the Department's enewsletter, social media platforms, open workshops and on the Department's website. Interested applicants are encouraged to attend free in-person and virtual workshops that are held throughout the year that explain the grants process. One-on-one consultations also are offered in multiple languages. The Department's grants administrators work closely with applicants to ensure their success and account for the fact that virtually all of the nonprofits that apply are recommended for funding support. In addition, these grants administrators are friendly, knowledgeable and understand that it is essential to make applicants of all sizes and backgrounds feel welcomed and well-served. Applications are fairly and thoroughly evaluated pursuant to the published review criteria in public meetings by volunteers who serve on the program's review panel, and applicants are strongly encouraged to attend the meetings. Panels are chaired by members of the Department's advisory board, the Cultural Affairs Council, and panel members are appointed by the Council with the objective of ensuring that full diversity and broad expertise are represented.

Honorable Chairman Anthony Rodriguez and Members, Board of County Commissioners Page No. 3

The Community Grants Panel convened on November 8, 2024 and recommended funding all 33 applicants for a total of \$180,000.00. The Cultural Affairs Council convened on November 19, 2024, wherein the Fiscal Year 2024-2025 Community Grants Program – Second Quarter recommendation to fund 33 applicants for a total of \$180,000.00 was approved unanimously.

The projects selected for funding represent a diversified range of activities and demographic locations. In their deliberations, the Panel and Council carefully considered and applied the Community Grants guidelines. Each applicant organization was evaluated specifically based on the following competitive review criteria: (1) quality of program; (2) administrative capability; (3) marketing strategy; (4) fundraising efforts and (5) geographic location of event.

It is recommended that Resolution No. R-130-06 (requiring contracts with non-governmental entities be signed by the other parties before being submitted to the Board) be waived as it is in the best interest of the County to proceed in this manner in order to expedite grant allocations for time-sensitive tourism-oriented and community events. Simultaneous with this Board item, the Department has submitted the grant agreements to the grantees for their execution and such agreements will be executed by the County following Board approval. 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.

Mmp.

Cathy Burgos, LCSW Chief Community Services Officer

1- Artmonia, Inc.

Recommended Award: \$5,162

3715 SW 8 Street Coral Gables, Florida 33134 La Señora de La Habana (The Lady from Havana) 1/11/2025 - 1/26/2025

District Location(s) for Project Activity: 6

Funds are requested to support the theatrical adaptation of "La Señora de La Habana (The Lady from Havana)," a play by Cuban-American screenwriter and playwright Luis Santeiro. The play explores themes of identity, culture and belonging. The play will be performed for audiences of all ages in Spanish with English subtitles, starring local actors. The production will take place at Sala Catarsis at Teatro Trail in Coral Gables.

Beaux Arts of the Lowe Art Museum of the University of Miami, Inc. Recommended Award: \$5,162
 1301 Stanford Drive
 Coral Gables, Florida 33146
 74th Annual Beaux Arts Festival of Art
 1/18/2025 - 1/19/2025

District Location(s) for Project Activity: 7

Funds are requested to support the "74th Annual Beaux Arts Festival of Art," a free family-friendly fine arts event showcasing over 200 juried exhibitors across ten categories, including ceramics, glass, graphics and drawing, jewelry, mixed media, oil and acrylics, photography, watercolor, wood and 3D sculptures. The festival will also feature a marketplace, live music by local musicians, food trucks and hands-on children's art activities. The event will take place in front of the Lowe Art Museum at the University of Miami in Coral Gables.

Recommended Award: \$5,162

Brazilian Voices, Inc.
1792 Bell Tower Lane
Weston, Florida 33326
Brazilian Voices - One Note Samba
1/2/2025 - 3/21/2025

District Location(s) for Project Activity: 3, 7

Funds are requested to support "Brazilian Voices - One Note Samba," a series of free public performances in the chemotherapy infusion units and inpatient wards of the Sylvester Comprehensive Cancer Center Hospital in downtown Miami. The performances will feature soothing bossa nova arrangements and uplifting samba music by local musicians, culminating in a free public concert at Baptist Health Hospital in Kendall. This program is designed to promote musical healing for patients, caregivers and staff. All grant funds will be used for activities that take place in Miami-Dade County.

* The districts identified represent the grantee's main office and the location(s) of the majority of the organizer's performance(s), event(s), or project(s). However, it is important to note that audiences and participants attending these performance(s), event(s), or project(s) come from across the County and the region.

4- Center for the Advancement of Jewish Education, Inc.

Recommended Award: \$10,322

4200 Biscayne Boulevard Miami, Florida 33137 Miami Jewish Film Festival 1/9/2025 - 1/23/2025

District Location(s) for Project Activity: 3, 4, 5, 6, 7

Funds are requested to support the 28th annual "Miami Jewish Film Festival," a film festival dedicated to creating opportunities for filmmakers, educators and industry professionals to connect with Miami audiences. The festival will feature over 70 film screenings, panel discussions, seminars and talk-backs with authors, scholars and historians, both in-person and virtually. The film festival will take place at various locations throughout Miami-Dade County, including the Coral Gables Art Cinema, Miami Theater Center in Miami Shores, O Cinema South Beach, Bill Cosford Cinema in Coral Gables, the Miami Beach Jewish Community Center, Michael-Ann Russell Jewish Community Center, The Hub at Temple Beth Am in Pinecrest and The Betsy Hotel in Miami Beach.

Recommended Award: \$5,162

5- CodeArt, Inc. 550 NW 42 Avenue, #415 Miami, Florida 33126 Code/Art Fest 2025 3/15/2025 - 3/15/2025

District Location(s) for Project Activity: 6, 12

Funds are requested to support "Code/Art Fest 2025," an open to the public interactive digital art exhibition that showcases the intersection of art and technology while raising awareness of tech opportunities through generative art. The event will feature curated, hands-on activities and workshops on how to code various types of art as well as panel discussions, allowing the general public, students, educators, technologists and artists the ability to explore emerging technologies through Artificial Intelligence (AI) and computer programming. The event will take place at Miami Dade College - West Campus in Doral.

6- Dr. Martin Luther King Jr., Parade and Festivities Committee, Inc.
 Recommended Award: \$10,322
 12864 Biscayne Boulevard, #436
 North Miami, Florida 33181
 MLK Holiday Parade and Festival

1/20/2025 - 1/20/2025

District Location(s) for Project Activity: 2, 3

Funds are requested to support the nation's oldest and largest Dr. Martin Luther King Jr. celebration, "MLK Holiday Parade and Festival," a free public event that begins on the corner of NW 54th Street and 10th Avenue in Liberty City and ends at Martin Luther King Jr. Memorial Park. This event commemorates the civil rights icon's legacy in the fight to eliminate poverty, racism and violence. The parade and accompanying festival highlight Miami-Dade County's diverse culture, featuring arts programming and entertainment that honors, promotes and unifies civic pride while fostering a commitment to cultural education, growth and development.

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7- Fine Arts Ceramic Center, Inc.

Recommended Award: \$5,162

12047 SW 131 Avenue Miami, Florida 33186 Fine Arts Ceramic Center Exhibition Series 1/2/2025 - 1/31/2025

District Location(s) for Project Activity: 9

Funds are requested to support the "Fine Arts Ceramic Center Exhibition Series," a free visual art series featuring two ceramic art exhibitions by international artists. The first exhibition, titled "The Other Side of the World," showcases the abstract ceramic works of Ukrainian artist Boris Danilov. The second exhibition, titled "Clay Echoes: The Spirit and Intent of Service in Living Ceramics," features a diverse group of international contemporary artists exploring the intersection of tradition and innovation in ceramics. The series will also include art talks providing deeper insights into the artists' creative processes and the evolving field of ceramic art. The exhibitions will take place at the Museum of Contemporary Arts of the Americas (MoCAA) in Kendall.

8- Fine Arts of Miami Corp 2322 SW 67 Avenue Miami, Florida 33155 Hearts Entwined 2/22/2025 - 2/22/2025

District Location(s) for Project Activity:

Funds are requested to support "Hearts Entwined," a musical performance celebrating love, passion and a sense of belonging, featuring enchanting instrumentals, zarzuelas, classical arias and neoclassical music. The concert will showcase a diverse group of local Miami artists and performers, with songs sung in English, Spanish, Italian, French and German. Blending classical music with a modern twist, the performance will include opera and zarzuela arias, chamber music and neoclassical compositions. The event will take place at the Sanctuary of the Arts in Coral Gables.

6

9- First United Methodist Church of Miami, Inc.
398 NE 5 Street
Miami, Florida 33132
Joseph and the Amazing Technicolor Dreamcoat
2/23/2025- 2/24/2025

District Location(s) for Project Activity: 5

Funds are requested to support a community theater musical production of "Joseph and the Amazing Technicolor Dreamcoat," a family-friendly performance by local actors centered on the timeless story of Joseph - a tale of hope, resilience, and transformation. The musical performances will take place at First United Methodist Church of Miami.

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MDC007

Recommended Award: \$3,000

10- Florida International University Board of Trustees, for the benefit of the Miami Beach Urban Studios

11200 SW 8 Street, MARC #430 Miami, Florida 33199 XXVIII New Music Miami ISCM Festival 1/22/2025 - 4/16/2025

District Location(s) for Project Activity: 5, 11

Funds are requested to support the "XXVIII New Music Miami ISCM (International Society for Contemporary Music) Festival," an annual free concert series featuring the Amernet String Quartet, composer Laura Schwendinger, the Byrne Kozar Duo, FIU Alumni Composers, pianist Chen-Hui Jen, electronic works by Jacob Sudo, Onix Ensamble from Mexico, saxophonist Chun-Hao Ku, the NODUS Ensemble, musical artists Jeonghyeon Joo, Haegeum, Ethan Marks and Nina Young. The festival, which brings cutting-edge contemporary classical music to South Florida audiences, will take place at the Jewish Museum of Florida-FIU in Miami Beach.

11- Foundation for Emerging Technologies and Arts, Inc. a/f/a Juraj Kojs
2363 North Bay Road
Miami, Florida 33140
Orchid Music Ultrasonic
3/8/2025 - 3/9/2025

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

Funds are requested to support "Orchid Music Ultrasonic," a sound installation and musical performance by Miami-Dade County-based multidisciplinary artist Juraj Kojs. This event will explore the ultrasonic sounds of plants, with a focus on endangered native Florida orchid species through music. The event will take place at the Miami Beach Botanical Garden.

12- Global Arts Project, Inc. 5400 SW 77 Court, # 1-J Miami, Florida 33155 Artscape 2025 2/23/2025 - 9/28/2025 Recommended Award: \$5,162

District Location(s) for Project Activity: 5, 6

Funds are requested to support "Artscape 2025," a free outdoor concert series representing culturally diverse music in celebration of Black History Month, International Women's History Month, Earth Day, Haitian Flag Day and Hispanic Heritage Month. The series will feature music and performances by Allan Harris, Ashley Pezzotti, Nestor, The French Horn Collective Allstars, Lavie and Armondo Flores. Events will take place in Collins Park and Liberty Plaza in Miami Beach.

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MDC008

Recommended Award: \$5,162

13- Havfama, Inc.

Recommended Award: \$5,162

120 NW 86 Court Miami, Florida 33126 XXIII Latin American Monologue Festival / XXIII Festival Latinoamericano del Monólogo 2/1/2025 - 2/28/2025

District Location(s) for Project Activity: 6

Funds are requested to support the "XXIII Latin American Monologue Festival / XXIII Festival Latinoamericano del Monologue," an open to the public suitable for all ages literary festival featuring 15 monologue performances local actors, a series of workshops, conferences, master classes and visual arts exhibitions in Spanish, English, Italian and Portuguese. The festival will take place at Havanafama Teatro Estudio in Miami.

Recommended Award: \$5,162

14- Maiaca, Inc.
1436 Mantua Avenue
Miami, Florida 33146
Holi - A Festival of Colors
3/16/2025 - 3/16/2025

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

Funds are requested to support "Holi - A Festival of Colors," a family festival celebrating India's traditional spring festival of colors featuring Indian music, dance, cuisine and arts. The event is open to the public and will take place at Kendall Indian Hammocks Park.

15- Main Street Players, Inc. a/f/a Sefanja R. Galon
6812 Main Street
Miami Lakes, Florida 33014
Oskuneru
2/6/2025 - 2/16/2025

District Location(s) for Project Activity: 2, 5, 13

Funds are requested to support the musical adaptation of "Oskuneru" by local Miami-Dade County-based artist Sefanja R. Galon. This immersive performance highlights the rich history and cultural heritage of the Surinamese Maroons, an African-descended community that fought for and won their freedom from slavery. The production will take place at the Art Lab at Miami Dade College's Wolfson Campus in downtown Miami.

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MDC009

Recommended Award: \$5,162

16- Miami Beach Arts Trust, Inc.

1775 Washington Avenue, PH 2 Miami Beach, Florida 33139 Miamiartzine.com 1/1/2025 - 9/30/2025

District Location(s) for Project Activity: 5

Funds are requested to support Miamiartzine.com, a free online publication promoting and increasing awareness of the arts and culture in Miami-Dade County for both local residents and visitors from the United States and over 179 countries.

17- Miami Center for Architecture & Design, Inc.
2800 Ponce de Leon Boulevard, #1300
Coral Gables, Florida 33134
Open House Miami
2/28/2025 - 3/2/2025

District Location(s) for Project Activity: 1, 3, 5, 7, 9

Funds are requested to support "Open House Miami," a three-day festival celebrating Miami's world-renowned architecture. The event will feature over 100 activities across 15+ neighborhoods in Miami-Dade County, showcasing Greater Miami's historic and contemporary architecture, public art, and public spaces. Highlights include behind-the-scenes building tours, lectures, and performances at various locations including PortMiami, Kaseya Center, Hard Rock Stadium, the Barnacle Historic State Park, Miami Beach Convention Center, the Fontainebleau Hotel in Miami Beach, the Bass Museum of Art, New World Center, the Historic Alfred I. duPont Building, LoanDepot Park, the Phillip and Patricia Frost Museum of Science, the Black Archives - Historic Lyric Theater, the Coral Gables Chamber of Commerce Welcome Center, Coral Castle in Homestead.

18- Miami Dance Futures, Inc.
8901 SW 79 Court
Miami, Florida 33156
Miami Dance Futures presents "A Life in Dance" Annual Concert
1/1/2025 - 3/31/2025

District Location(s) for Project Activity: 3, 7

Funds are requested to support "Miami Dance Futures presents A Life in Dance," an annual dance showcase. This year, the showcase features the Miami premiere of "Just Tapping Along," a new dance piece choreographed by Dr. Daniel Lewis. To complement the showcase, a two-week masterclass in Limón Technique will also be offered. The event and masterclasses will take place at the Little Haiti Cultural Complex.

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MDC010

Recommended Award: \$5,162

19- Miami International Ballet Competition, Inc.

Recommended Award: \$5,162

15939 Biscayne Boulevard North Miami Beach, Florida 33160 Miami International Ballet Celebration 2025 1/26/2025 - 1/26/2025

District Location(s) for Project Activity: 2, 4

Funds are requested to support the "Miami International Ballet Celebration 2025," a free public event showcasing world-class professional dancers alongside award-winning participants from the Miami International Ballet Competition. The performance, also featuring South Florida dance student ensembles, will be held at the Julius Littman Performing Arts Theater in North Miami Beach.

Recommended Award: \$10,322

20- Power Access, Inc.
1616 Michigan Avenue, #1
Miami Beach, Florida 33139
9th Annual South Beach Jazz Festival
1/9/2025 - 1/12/2025

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

Funds are requested to support the "9th Annual South Beach Jazz Festival," a four-day free public event celebrating disability awareness, accessibility, opportunity and inclusion in the arts. The event will feature renowned and diverse musicians and encourage audiences to recognize these artists and musicians for their abilities and not their disabilities. The festival will take place at various venues throughout Miami Beach, including Collins Park, the Bass Museum of Art, the 1111 Lincoln Road event space, and the Miami Beach Bandshell.

Recommended Award: \$5,162

21- Power2Voice, Corp. 5775 NW 84 Avenue Doral, Florida 33166 Voces y Vision (Voices and Vision) 3/29/2025 - 3/29/2025

District Location(s) for Project Activity: 12

Funds are requested to support "Voces y Vision (Voices and Vision)," an immersive multidisciplinary exhibition in celebration of International Women's Month. The exhibition features female artists showcasing their ability to seamlessly integrate various forms of artistic expression through theater, dance, music and visual arts. The event will take place in the outdoor plaza at CityPlace Doral.

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22- Rotary Foundation of South Miami, Inc.

Recommended Award: \$6,882

6401 SW 87 Avenue, #115 Miami, Florida 33173 SOMI Art Fest 2/22/2025 - 2/23/2025

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

Funds are requested to support the 40th Annual "SOMI Art Fest," a two-day free, family-friendly, juried arts and crafts festival on Sunset Drive, between Red Road and US 1 in downtown South Miami. This community event will showcase more than 120 talented artists across various disciplines, featuring a diverse selection of food vendors and live music performances by local musicians.

Recommended Award: \$3,441

23- Shakespeare Troupe, Inc. 2010 Newcastle A Boca Raton, Florida 33434 Shakespeare's Macbeth Live on Film 1/2/2025 - 3/31/2025

District Location(s) for Project Activity: 3, 7, 13

Funds are requested to support "Shakespeare's Macbeth Live on Film," a live-streamed production of William Shakespeare's iconic tragedy. This unique performance will feature local artists, with screenings at Area Stage Company, Main Street Players in Miami Lakes and the Sandrell Rivers Theater. All grant funds will be used for activities that take place in Miami-Dade County.

24- Sol E Lua Cultural Arts Center, Inc.

2200 SW 16 Street, #122 Miami, Florida 33145 Sol e Lua Cultural Arts Encounter and Belt Ceremony 2/26/2025 – 3/2/2025

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

Funds are requested to support the "Sol e Lua Cultural Arts Encounter and Belt Ceremony," a week-long festival celebrating Afro-Brazilian culture, designed for audiences of all ages. The event will feature workshops, classes and performances in Capoeira, Afro-Brazilian dance, Samba, Maculelê, percussion and instrument-making. Workshops will be held at the Miami Capoeira Sol e Lua Studio and The Barnacle Historic State Park, with a grand finale celebration, open to the public, at Boteco Brazilian Restaurant, a non-conventional cultural venue.

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MDC012

25- St. Patrick's Day Committee, Inc.

Recommended Award: \$6,882

P.O. Box 836225 Miami, Florida 33283 St. Patrick's Day Festival 3/8/2025 - 3/8/2025

District Location(s) for Project Activity: 10

Funds are requested to support the "St. Patrick's Day Festival," a free family-oriented cultural event celebrating Irish culture and heritage featuring traditional Irish songs, live performances by local bands playing Irish and folk music, Irish dancers and a marching pipe and drum band. The event will take place at the German American Social Club of Greater Miami in Kendale Lakes.

Recommended Award: \$5,162

26- The Last Hundred, Inc. 11839 SW 155 Court Miami, Florida 33196 The Last Hundred Ensemble 2025 2/28/2025 - 3/1/2025

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

Funds are requested to support "The Last Hundred Ensemble 2025" season opening concert, performed by the Last Hundred Ensemble. The concert features classical music written in the last one hundred years, as well as recent works, world premieres, and works written by composers based in the Greater Miami area. The event will take place at St. Bede Episcopal Chapel at the University of Miami in Coral Gables.

Recommended Award: \$3,441

27- The Road to the Arts, Inc. 5700 Collins Avenue, #15A Miami Beach, Florida 33140 Creation, The Endless Journey 1/18/2025 - 1/18/2025

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

Funds are requested to support the premiere of "Creation, The Endless Journey," a multidisciplinary performance featuring international and local musicians and dancers, integrating music, dance, and song. "Creation" is an emotional exploration of life's transformative experiences—capturing the essence of an artist's journey, the joys and challenges of raising a child, and the emotions and inspirations that shape us all. The performance will take place at Manuel Artime Theater.

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28- Tradisyon Lakou Lakay, Inc.

Recommended Award: \$5,162

212 NE 59 Terrace Miami, Florida 33137 Sounds of Little Haiti 1/17/2025 - 1/17/2025

District Location(s) for Project Activity: 3

Funds are requested to support the "Sounds of Little Haiti," an outdoor event that celebrates Haitian-American culture through vibrant performances, art exhibitions and culinary experiences, fostering community engagement and highlighting the rich cultural tapestry of Little Haiti. The event is open to the public and will take place at the Little Haiti Cultural Complex.

Recommended Award: \$5,162

29- Village of Pinecrest 12645 Pinecrest Parkway Pinecrest, Florida 33156 Pinecrest Gardens Art and Design Fair 1/25/2025 - 1/26/2025

District Location(s) for Project Activity:

Funds are requested to support the 21st Annual "Pinecrest Gardens Art and Design Fair" (formerly "Fine Arts Festival"), a juried visual arts show featuring original art by 70 national and international artists, along with an environmental art exhibition, live music and children's activities. The festival will take place at Pinecrest Gardens and is open to the public.

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Recommended Award: \$5,162

30- We Art Foundation, Inc.
1500 NW North River Drive
Miami, Florida 33125
Noches de Arte, Teatro y Literatura (Nights of Art, Theater and Literature)
3/8/2025 - 3/22/2025

District Location(s) for Project Activity: 3

Funds are requested to support "Noches de Arte, Teatro y Literatura (Nights of Art, Theater and Literature)," a bilingual three-night series in celebration of International Women's Month. The series will showcase female artistry through live music, poetry and literature created by local female artists. The event will be held at the Barry University Library in Miami Shores.

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Recommended Award: \$5,162

31- What if Works, Inc.

7551 SW 96 Court Miami, Florida 33173 Soul of a Swimmer 2/4/2025 - 2/9/2025

District Location(s) for Project Activity: 10

Funds are requested to support the adaptation of Carla Albano's biography "Soul of a Swimmer." The theatrical play tells the story of Nicholas Dworet, a talented high school swimmer with Olympic dreams, whose life was tragically cut short on Valentine's Day 2018 when he was one of fourteen students killed in the devastating Parkland High School shooting. The performances will take place at Westchester Performing Arts Center.

Recommended Award: \$5,162

Recommended Award: \$5,162

32- Women in Music Ayo Corp. 8625 Southampton Drive Miramar, Florida 33025 Dancing in Mama's Kitchen 3/8/2025 - 3/22/2025

District Location(s) for Project Activity: 2

Funds are requested to support "Dancing in Mama's Kitchen," a multidisciplinary celebration of food, culture and community suitable for audiences of all ages. Through movement, music, spoken word and storytelling, this performance explores the intersection of food and identity, highlighting cultural narratives across generations and backgrounds. Featuring live cooking demonstrations and an open mic for the community to share their own stories of their cultural upbringing, the program honors the powerful role of food in shaping shared experiences. The program will take place at the Arcola Lakes Branch Library. All grant funds will be used for activities that take place in Miami-Dade County.

33- Yiddishkayt Initiative, Inc. 10777 W Sample Road, #1105 Coral Springs, Florida 33065 YI Love Playreadings 1/4/2025 - 3/31/2025

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

Funds are requested to support "YI Love Playreadings," a series of play readings to be held at the Miami Beach Jewish Community Center. The playreading program intends to provide opportunities for the community to learn more about Jewish cultural heritage and the world of Yiddishkayt through these live events. All grant funds will be used for activities that take place in Miami-Dade County.

* The districts identified represent the grantee's main office and the location(s) of the majority of the organizer's performance(s), event(s), or project(s). However, it is important to note that audiences and participants attending these performance(s), event(s), or project(s) come from across the County and the region.



MEMORANDUM

(Revised)

TO:Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners**DATE**:

TE: June 3, 2025

Bonzon-Keenan County Attorney

FROM:

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 present, 2/3 membership, 3/5's, unanimous, majority plus one, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c), CDMP 2/3 vote requirement per 2-116.1(3) (h) or (4)(c), CDMP 9 vote requirement per 2-116.1(4)(c) (2)) to approve
 Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved	Mayor	Agenda Item No. 8(C)(1)
Veto		6-3-25
Override		

RESOLUTION NO.

RESOLUTION AUTHORIZING THE FUNDING OF 33 GRANTS FOR A TOTAL OF \$180,000.00 FROM THE DEPARTMENT OF CULTURAL AFFAIRS FISCAL YEAR 2024-2025 COMMUNITY GRANTS PROGRAM - SECOND ENTITIES; QUARTER VARIOUS FOR WAIVING **RESOLUTION NO. R-130-06; AUTHORIZING THE COUNTY** MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE EXERCISE GRANT AGREEMENTS AND TO 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 33

grants for a total of \$180,000.00 from the Fiscal Year 2024-2025 Community Grants Program

– Second Quarter as follows:

Fiscal Year 2024-2025 Community Grants Program – Second Quarter

1	Artmonia, Inc.	\$5,162.00
2	Beaux Arts of the Lowe Art Museum of the University of Miami, Inc.	\$5,162.00
3	Brazilian Voices, Inc.	\$5,162.00
4	Center for the Advancement of Jewish Education, Inc.	\$10,322.00
5	CodeArt, Inc.	\$5,162.00
6	Dr. Martin Luther King Jr., Parade and Festivities Committee, Inc.	\$10,322.00
7	Fine Arts Ceramic Center, Inc.	\$5,162.00
8	Fine Arts of Miami Corp	\$1,500.00
9	First United Methodist Church of Miami, Inc.	\$3,000.00
10	FlU Board of Trustees, for the benefit of the Miami Beach Urban	\$5,162.00
	Studios	
11	Foundation for Emerging Technologies and Arts, Inc. a/f/a Juraj Kojs	\$5,162.00

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12	Global Arts Project, Inc.	\$5,162.00
13	Havfama, Inc.	\$5,162.00
14	Maiaca, Inc.	\$5,162.00
15	Main Street Players, Inc. a/f/a Sefanja R. Galon	\$5,162.00
16	Miami Beach Arts Trust, Inc.	\$5,162.00
17	Miami Center for Architecture & Design, Inc.	\$5,162.00
18	Miami Dance Futures, Inc.	\$5,162.00
19	Miami International Ballet Competition, Inc.	\$5,162.00
20	Power Access, Inc.	\$10,322.00
21	Power2Voice, Corp.	\$5,162.00
22	Rotary Foundation of South Miami, Inc.	\$6,882.00
23	Shakespeare Troupe, Inc.	\$3,441.00
24	Sol E Lua Cultural Arts Center, Inc.	\$5,162.00
25	St. Patrick's Day Committee, Inc.	\$6,882.00
26	The Last Hundred, Inc.	\$5,162.00
27	The Road to the Arts, Inc.	\$3,441.00
28	Tradisyon Lakou Lakay, Inc.	\$5,162.00
29	Village of Pinecrest	\$5,162.00
30	We Art Foundation, Inc.	\$5,162.00
31	What if Works, Inc.	\$5,162.00
32	Women in Music Ayo Corp.	\$5,162.00
33	Yiddishkayt Initiative, Inc.	\$5,162.00
	J	<i>+-,-</i> 5-100

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

who moved its adoption. The motion was seconded by Commissioner

and upon being put to a vote, the vote was as follows:

Anthony Rodriguez, Chairman		
Kionne L. McGhee, Vice Chairman		
Juan Carlos Bermudez		
Oliver G. Gilbert, III		
Keon Hardemon		
Eileen Higgins		
Raquel A. Regalado		

Agenda Item No. 8(C)(1) Page No. 3

The Chairperson thereupon declared this resolution duly passed and adopted this 3rd day of June, 2025. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By:__

MKF

Deputy Clerk

Approved by County Attorney as to form and legal sufficiency.

Monica Rizo Perez

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS FY 2024-2025 «PROGRAM»

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 application and any revisions in the Restatement of Project
		Budget attached hereto)
4.	ITEMIZED PROJECT BUDGE	F: (as described in the Restatement of Project Budget attached hereto)
5.	PROJECT START DATE:	«PROJECT START DATE»
6.	PROJECT END DATE:	«PROJECT END DATE»
7.	GRANT START DATE:	October 1, 2024
8.	GRANT END DATE:	September 30, 2025
9.	REPORT DEADLINE:	45 days after project completion
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

Department Director

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, 2024 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»** and within the scope of budget submitted in the attached Restatement of Project Budget.

Signature Authorized Official #1

Printed Name/Title Authorized Official #1

Signature Authorized Official #2

Printed Name/Title Authorized Official #2

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS GENERAL TERMS AND CONDITIONS FOR GRANTS (October, 2024) – ARTICLES II, III, IV and V

ARTICLE II

1. <u>Parties</u>: 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 their 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. <u>Amount and Payment of Grant Award</u>: The total amount of the grant is specified in Article 1.2. 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. Grantee acknowledges that additional funds may become available to Grantee from the County after the effective date of this Agreement, but the County has no obligation whatsoever to provide Grantee with any funds beyond the amount of the grant set forth in Article 1.2. 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. If additional funds become available, the County will send written notice to the Grantee of the additional amount of funds awarded to Grantee along with a request that Grantee provide an updated budget to replace the Restatement of the Project Budget referenced in 1.4 and section 4 below and an updated project description to update the Project Description referenced in Article 1.3 and section 3 below. The County, through the Director (following consultation with the Cultural Affairs Council) shall have the sole and absolute discretion to approve, disapprove or request revisions to Grantee's proposed updated budget and project description. Upon the approval by the Director of the Grantee's updated budget and project description, this Agreement shall be amended accordingly to add the additional grant funds to the total amount of this grant award.

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. <u>Project Description</u>: 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 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). Revisions include, but are not limited to those affecting project scope, venue, artistic selections, program titles, timeframe and participants and transition to virtual programs and/or other program delivery strategies. 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. <u>Project Budget</u>: 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 their consideration prior to the Grant End Date stated in Article I.6 and that any requested changes may not exceed fifty percent (50%) 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. <u>Grant End Date</u>: 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 their discretion, may grant up to two (2) one (1) year extensions of the Grant End Date so long as such extensions will not significantly alter the project including its quality, impact, or benefit to the organization, the County or its citizens.

6. <u>Report Deadline</u>: 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 their 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 their designee by the date specified in Article I.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 their consideration prior to the Grant End Date stated in Article I.6 and that any requested changes may not exceed fifty percent (50%) of the total amount of the grant award. The Director, at their 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.

Grantees of the Arts Education Initiatives, Cultural Advancement, Cultural Development, Festivals and Special Events, Hannibal Cox, Jr., Major Cultural Institutions and Youth Arts Miami grants programs shall submit an independent financial audit encompassing the grant period or financial statements encompassing the grant period or portion thereof prepared by an independent certified public accountant or corporate financial officer. If an audit or financial statements are not available, the Grantee shall attach a copy of the organization's last completed Form 990 submitted to the Internal Revenue Service. Grantees of the Developing Arts in Neighborhoods grant program with operating budgets of \$50,000 or more shall attach a copy of the organization's last completed Form 990 submitted to the Internal Revenue Service. The Director reserves the right to request original documentation to substantiate grant expenditures.

Grantees of the Community Grants, Developing Arts in Neighborhoods Grant Program with operating budgets of \$50,000 or less, International Cultural Partnerships, Summer Arts & Science Camps for Kids, and Youth Arts Enrichment Grant Programs 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, money orders, and/or cashier's checks are not acceptable unless the Grantee demonstrates one of these methods of payment are the only forms of payment accepted by the vendor providing grant-related services and/or commodities. In those cases, the Grantee must provide a copy of a contract, invoice, receipt, or other documentation supporting such cash payment is received, marked "paid" and signed by the vendor. 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. Documentation for electronic peer-to-peer money transfer transactions must include a copy of the grantee's bank statement highlighting the charge for the expense and copies of service agreements, original bills, invoices, vouchers or receipts supporting the payment. The Director reserves the right to request original documentation to substantiate grant expenditures.

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If the Grantee fails to submit the required Final Report by the deadline date specified in Article I.7., the Director may terminate the Agreement in accordance with Article II.14. Further, the Director or their designee must approve this report before the Grantee is deemed to have met all conditions of the grant award.

7. <u>Program Monitoring and Evaluation</u>: The Director or their 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 their 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 their 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 their 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 after 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 their 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. <u>Bank Accounts</u>: 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. <u>Accounting and Financial Review</u>: 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 five (5) 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 their 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 purported to be related to this grant.

10. <u>Publicity and Credits</u>: The Grantee must include the following credit line in all printed and electronic promotional and marketing materials related to this grant including websites, news and press releases, public service announcements, broadcast media,

event programs, videos, 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." For radio, television and/or online broadcast, we require the following voice-over language: "This program is supported in part by the Miami-Dade County Department of Cultural Affairs." For television and online broadcast, display of the County logo and the "www.miamidadearts.org" web address is required. 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, online content, or any other materials for dissemination to the media or general public. The County logo is available at www.miamidadearts.org under Grantee Resources. Grantees are required to credit the County's support in any communications about the grant-funded project on social media platforms using @MiamiDadeArts and #MiamiDadeArts.

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 printed and electronic materials related to the grant project, including but not limited to newsletters, press releases, brochures, fliers, websites, online content or any other materials for dissemination to the media or general public:

"[Provider 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 "[Provider Program Name] is funded in part by The Children's Trust..."

11. <u>Liability and Indemnification</u>: 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. <u>Assignment</u>: 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. <u>Compliance with Laws</u>: 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.

E-Verify

Effective January 1, 2021, section 448.095(e) of the Florida Statutes requires all public employers, contractors and subcontractors, including The Children's Trust providers, to use the E-Verify system to establish the authorization of new employees, including all new subcontractors and professional services consultants, to work in this country. Providers must also obtain and keep an affidavit from its subcontractors affirming that the subcontractors do not employ, contract or subcontract with any individuals who are not authorized to work in the US.

Providers who have been found to violate the statute will have their agreement or contract terminated, and not renewed for at least a year, per Florida Statutes. If a provider's subcontractor has violated the statute, the provider must immediately terminate the subcontractor.

The E-Verify system is Internet-based and operated by the Department of Homeland Security that verifies the employment eligibility of employees. For more information on E-Verify and 448.095(e), F.S. (2020), go to <u>https://www.e-verify.gov/</u>.

14. <u>Remedies</u>: 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 after 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. <u>Indulgence Will Not Be A Waiver of Breach</u>: 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. <u>Written Notices</u>: 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. <u>Captions Used in the Agreement</u>: 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. <u>Contract Represents Total Agreement</u>: 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 their 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.
- 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 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.

In cases where the Grantee requires further deviation from the project description and/or budget included as part of the Grantee's program application or funding request information provided to the Miami-Dade County Department of Cultural Affairs as a direct result of the coronavirus (COVID-19) pandemic, the Grantee may submit a request in writing to the Director to amend the project description and/or line item budget changes necessary for the purpose of completing the project. 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 and will be reviewed on a case-by-case basis.

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.

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