MEMORANDUM

Agenda Item No. 8(C)(2)

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 35 grants for a total of

\$200,000.00 from the

Department of Cultural Affairs

Fiscal Year 2024-2025

Community Grants Program – first 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.

County Attorney

GBK/uw



Date: June 3, 2025

To: Honorable Chairman Anthony Rodriguez

and Members, Board of County Commissioners

From: Daniella Levine Cava Januella Leune Cava

Mayor

Subject: Fiscal Year 2024-2025 Community Grants Program - First Quarter

Recommendations for a total of \$200,000.00

Executive Summary

This item is requesting that the Board of County Commissioners approve the recommendations of the Fiscal Year 2024-2025 Community Grants Program - First Quarter (supporting events and activities in October, November and December), totaling \$200,000.00 in grants for 35 applicants. The Community Grants 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. Managed by the Department of Cultural Affairs, these 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's budget.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the funding of 35 grants, totaling \$200,000.00, from the Fiscal Year 2024-2025 Community Grants Program – First Quarter. Attached is a list describing the projects being recommended for funding. In addition, it is recommended that Resolution No. R-130-06 (requiring contracts with non-governmental entities be signed by the other parties before being submitted to the Board) 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 e-newsletter, social media platforms, open workshops and on the Department's website. Interested applicants are encouraged to attend free, Zoom 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.

The Community Grants Panel convened on August 22, 2024, and recommended funding 35 applicants for a total of \$200,000.00. The Cultural Affairs Council convened on September 18,

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

2024, wherein the Fiscal Year 2024-2025 Community Grants Program – First Quarter recommendations of 35 applicants for a total of \$200,000.00 were 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.

Cathy Burgos, LCSW

Muyos

Chief Community Services Officer

Recommended Award:

Recommended Award:

Recommended Award:

\$5,671

\$5,671

\$5,671

1- Afro Borinken Roots Performing Group, Inc.

500 NW 36 Street, #302 Miami, Florida 33127 Parrandón Navideño - Puerto Rican Christmas Concert 12/14/2024 - 12/14/2024

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

Funds are requested to support the "Parrandón Navideño - Puerto Rican Christmas Concert," a family-friendly holiday concert featuring traditional Puerto Rican Christmas music and dance performances by local artists. Performances will include Villancicos (Christmas carols), Aguinaldos (folk music), Plena y Bomba (Afro-Puerto Rican rhythms), and traditional plena dancing. The concert will take place at Teatro Trail (Trail Theater) in Coral Gables.

2- Art for Us, Inc.

10 SW South River Drive, #1904 Miami, Florida 33130 Esperando a Mamá (Waiting for Mom) 11/15/2024 - 11/16/2024

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

Funds are requested to support two showings of "Esperando a Mamá (Waiting for Mom)," an original play by Miami-Dade County-based playwright Cristina Rebull. The play explores themes of family unity, reconciliation, immigration, hope, redemption, cultural identity, and heritage. The play will be presented at the Adriana Barraza Acting Studio in Doral.

3- Arts Accelerator, Inc.

1465 NW 111 Street Miami, Florida 33167 Arts Accelerator Story Lab 10/1/2024 - 9/30/2025

District Location(s) for Project Activity: 2, 3, 4, 5

Funds are requested to support the "Arts Accelerator Story Lab," a series of free public workshops culminating in a live script reading. Led by local professional playwrights, the Writer's Room workshops are designed for participants of all ages and experience levels and will focus on crafting narratives for screenplays, plays, and prose. The program also includes a Casting Lab to teach participants how to cast talent, and a Live Script Reading to showcase local writers and actors. Workshops will take place at Capital One Café on Lincoln Road in Miami Beach, with the Casting Lab taking place at the Miami Beach Jewish Community Center and Dana Dorsey Library in

Overtown. The final Live Script Readings will take place at Miami Dade College Wolfson Campus Auditorium.

^{*} 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- Arts Ballet Theatre of Florida, Inc. a/f/a Iberoamerican Art Foundation, Inc.

Recommended Award: \$5,671

Recommended Award:

Recommended Award:

\$5,671

\$5,671

15939 Biscayne Boulevard North Miami Beach, Florida 33160 Cinema Venezuela 2024 11/14/2024 - 11/17/2024

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

Funds are requested to support "Cinema Venezuela 2024," a film festival showcasing a diverse selection of Venezuelan movies, documentaries, and short films. The screenings will be followed by panel discussions led by industry professionals. The festival will take place at The Bill Cosford Cinema at the University of Miami in Coral Gables.

5- Arts Connection Foundation, Inc.

1829 SW 22 Terrace Miami, Florida 33145 Miami New Media Festival 2024 10/19/2024 - 12/15/2024

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

Funds are requested to support the twentieth anniversary of the "Miami New Media Festival," a curated exhibition featuring video art, performances, and site-specific installations, digital art and diverse new media art expressions created with emerging technology platforms. The theme of this year's festival is "Foreigners Everywhere." The art exhibition and performances will take place at I.D. Art Lab in downtown Miami.

6- Ayuda, Inc.

11098 Biscayne Boulevard, 4th Floor North Miami, Florida 33161 Art Class + Art Exhibition 10/3/2024 - 12/12/2024

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

Funds are requested to support "Art Class + Art Exhibition," a series of free community art classes with live music designed for adults and seniors. The program will culminate with an art exhibition showcasing the program participants artwork. The art classes and exhibition will take place at Stella Maris House on Miami Beach.

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7- Center for Social Change, Inc. a/f/a The Things Lab, Inc.

Recommended Award: \$5,671

Recommended Award:

Recommended Award:

\$5,671

\$5,671

2103 Coral Way, #200 Miami, Florida 33145 2024-2025 Cultural Activities at The Things Lab 10/1/2024 - 9/30/2025

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

Funds are requested to support the "2024-2025 Cultural Activities at The Things Lab," an interactive thrift store style art installation and community space that functions as both a reuse center and a lending library for ordinary everyday objects. All materials for this project are rescued from landfills and creatively repurposed into artworks, promoting sustainability and reducing waste. The event will take place at The Things Lab pop-up warehouse at 7251 NE 2 Avenue, #106 in Little Haiti.

8- Centro Cultural Boliviano Masis, Corp.

1051 SW 73 Avenue Miami, Florida 33144 9th Bolivian and International Parade 10/4/2024 - 10/4/2024

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

Funds are requested to support the ninth annual "Bolivian Carnival and International Parade," a free, family-friendly community event based on the more than 200 year-old Carnival de Ouro festival, recognized as a UNESCO Masterpiece of the Oral and Intangible Heritage of Humanity, and committed to preserving and presenting traditional Bolivian cultural practices and heritage. The event will take place at Domino Park in Little Havana.

9- Community Performing Arts Association, Inc.

15250 SW 108 Avenue Miami, Florida 33157 La Griteria Cultural Artistic Festival 12/7/2024 - 12/7/2024

District Location(s) for Project Activity: 9, 12

Funds are requested to support the "La Griteria Cultural Artistic Festival," a free, family-friendly street festival that celebrates the rich cultural holiday traditions of Central America and South America, with a special focus on Nicaraguan heritage. The event will feature a parade, cultural cuisine, live music, dance performances, and artisan showcases. The event will take place at 107 Avenue and West Flager Street in downtown Sweetwater.

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Recommended Award: \$5.671

Recommended Award:

Recommended Award: \$5,671

\$5,671

10- Creation Art Center Corporation a/f/a Ana Santos

111 SW 5 Avenue Miami, Florida 33130 First Brazilian International Theater Festival Miami 11/4/2024 - 11/10/2024

District Location(s) for Project Activity: 2, 5, 7

Funds are requested to support the "First Brazilian International Theater Festival Miami," a week-long celebration dedicated to showcasing the rich theatrical heritage and culture of Brazilian theater. Festival events will include workshops, lectures, film screenings, and performances. The festival will take place at multiple venues, including the Michele Bowman Underwood Department of Modern Languages and Literatures at the University of Miami in Coral Gables, the Lehman Theatre at Miami Dade College North Campus, the Miami Hispanic Cultural Arts Center, and the University of Miami Department of Theatre Arts' Black Box Theatre in Coral Gables.

11- De La Cruz Theater Performing Arts, Inc.

8001 NW 7 Street, #4 Miami, Florida 33126 La Lupe 10/4/2024 - 10/25/2024

District Location(s) for Project Activity: 6

Funds are requested to support "La Lupe," an original musical play by Miami-Dade County-based playwright Yesler De La Cruz. The second installment in a series exploring the lives of Cuban female singers from the late 1950s, this play focuses on the life of Guadalupe Victoria Yoli Raymond, also known as La Lupe. The production will feature two live musical performances in Spanish. The performances will take place at MIFA - Miami International Fine Arts Gallery, located in Doral.

12- Due to Arts, Inc.

9300 NW 25 Street, #105 Doral, Florida 33172 Due to Arts Annual Talent Festival 10/19/2024 - 10/19/2024

District Location(s) for Project Activity: 5, 12

Funds are requested to support "Due to Arts Annual Festival," a talent showcase featuring students from Miami-Dade County Public Schools. This open to the public event will provide students in dance, vocal, and instrumental music program the opportunity to showcase their talents and receive evaluations from qualified industry professionals and educators, encouraging excellence and improvement. The festival will take place at the Manuel Artime Theater in Little Havana.

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MDC008

Recommended Award: \$5,671

Recommended Award: \$5,671

Recommended Award: \$5,671

13- Florida Dance Education Organization, Inc.

8901 SW 79 Court Miami, Florida 33156 Daniel Lewis Dance Sampler 10/1/2024 - 10/30/2024

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

Funds are requested to support the fourteenth annual "Daniel Lewis Dance Sampler," featuring 35 dancers from emerging dance companies such as Flamenco La Rosa, Karen Peterson & Dancers, Dimensions Dance Theatre of Miami, Ballet Vero Beach, Tango Out, Delou Africa Dance Ensemble, and more. The event will also include an online video presentation highlighting the diverse range of dance offerings within Florida's dance community. The performance will take place at the New School of the Arts Dance Theater in downtown Miami.

14- Florida International University Foundation

11200 SW 8th Street, #MARC-518 Miami, Florida 33199 GLAM Fashion Show 11/15/2024 - 11/15/2024

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

Funds are requested to support the Pride Center at Florida International University's third annual "GLAM Fashion Show." This free, public event showcases artistic and cultural expression through fashion, dance, music, visual arts, and storytelling by local artists. The event will highlight queer individuals and communities of color, celebrating diversity in body shapes, skin tones, gender presentations, relationships, abilities, and ages. The event will take place at Florida International University - Biscayne Bay Campus.

15- Fresh Start of Miami-Dade, Inc.

18441 NW 2 Avenue, #106-108 Miami Gardens, Florida 33169 Recovery in the Arts - Movement 10/1/2024 - 12/31/2024

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

Funds are requested to support "Recovery in the Arts - Movement," a free, visual art program, open to the public, that helps individuals with behavioral health challenges participate in the creative arts through photography and painting workshops at Fresh Start of Miami-Dade in Miami Gardens, culminating in a showcase of work during Recovery Month at the Rohde Building in downtown Miami. This year's theme, "Movement," will explore therapeutic art forms through workshops in photography, writing, painting, and mixed media, designed to foster relaxation, self-expression, and community connection.

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MDC009

16- Impact Edition, Inc.

Recommended Award: \$5,671

Recommended Award:

Recommended Award: \$5.671

\$5,671

58 NE 14 Street, #2410 Miami, Florida 33132

Who Is Miami: Storytelling for Change

11/20/2024 - 12/28/2024

District Location(s) for Project Activity: 2, 3, 5, 6, 9

Funds are requested to support the transit media art storytelling exhibition "Who Is Miami: Storytelling for Change." This exhibition is designed to highlight local changemakers advancing social and environmental justice. The project will recognize individuals contributing to causes such as climate change, ocean pollution, social justice, and environmental sustainability in Miami. The exhibition will be displayed at various bus stop shelters throughout Miami-Dade County.

17- Islandia Press, Inc.

3039 Orange Street, B Miami, Florida 33133 Islandia Journal - Vol. IV, Issue I; Vol. V, Issue. I 11/1/2024 - 6/30/2025

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

Funds are requested to support two *Islandia Journal* online publications: *Islandia Journal* - Vol. IV, Issue I; and Vol. V, Issue. I, featuring literary and visual artworks by local Miami-Dade County artists. The project will include a free poetry reading in collaboration with O Miami, and a screening of *Miami Vice* episodes in celebration of the show's 40th anniversary. Local Miami-Dade County writers, featured in the *Islandia Journal*, will also read excerpts from their published pieces. The event will take place at the Nite Owl Drive-In Cinema in Downtown Miami.

18- Live Healthy Little Havana, Inc.

515 SW 12 Avenue, #525 Miami, Florida 33130 Healthy Little Havana's Annual Cultural Festival - Dia de Los Muertos 10/5/2024 - 11/2/2024

District Location(s) for Project Activity: 5

Funds are requested to support "Healthy Little Havana's Annual Cultural Festival - Dia de Los Muertos," a series of free community workshops focused on creating artistic decorations in preparation for the celebration of Día de Los Muertos (Day of the Dead). These workshops will culminate in a festival featuring traditional crafts, performances, food tastings, and live music. The event will take place at the Futurama 1637 Art Building in Little Havana.

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19- Loxen Entertainment, Inc.

Recommended Award: \$5,671

Recommended Award:

Recommended Award:

\$7,561

\$5,671

8600 NW 41 Street Miami, Florida 33166 Charlie and The Chocolate Factory 12/13/2024 - 12/22/2024

District Location(s) for Project Activity: 5, 12

Funds are requested to support the theatrical musical performances of the adaptation of Roald Dahl's "Charlie and The Chocolate Factory." This production will feature original music by Marc Shaiman, with lyrics by Shaiman and Scott Wittman. The performances will take place at the Colony Theatre in Miami Beach.

20- Merrick Festival Incorporated

P.O. Box 143506 Coral Gables, Florida 33114 2024 Caroling Competition 12/4/2024 - 12/10/2024

District Location(s) for Project Activity: 6

Funds are requested to support the thirty-eighth annual "Caroling Competition," a free public holiday musical event that showcases the talents of more than 1,500 students from 30 music programs across Miami-Dade County. The event will take place on the steps of the 550 Building on Biltmore Way in Coral Gables.

21- Miami Art Club, Inc.

7795 West Flagler Street, #18 Miami, Florida 33144 Holiday Art Show 12/8/2024 - 12/8/2024

District Location(s) for Project Activity: 6

Funds are requested to support the "Holiday Art Show," a free multidisciplinary visual art exhibition featuring over 80 works—including paintings, drawings, sculptures, and mixed-media pieces by Miami-Dade County-based artists featuring live musical performances by local artists. The event will take place at Miami Art Club located inside the Mall of the Americas in Westchester.

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22- Miami Factory Theater, Inc.

Recommended Award: \$5,671

Recommended Award:

Recommended Award: \$5,671

\$5,671

485 NW 71 Street, #807 Miami, Florida 33150 Display of New Words 11/1/2024 - 11/3/2024

District Location(s) for Project Activity: 3

Funds are requested to support the inaugural "Display of New Words," a three-day event dedicated to promoting new dramaturgy by local South Florida playwrights. The event will feature public performances, hands-on acting and writing workshops, roundtable discussions, and a keynote address by Argentine writer Arístides Vargas. The event will take place at the Sandrell Rivers Theater in Liberty City.

23- Miami Light Project, Inc. a/f/a Zest Collective

P.O. Box 531385 Miami Shores, Florida 33153 Roots & Rhythms / Afro Blue 10/24/2024 - 10/25/2024

District Location(s) for Project Activity: 3

Funds are requested to support the performances of "Roots & Rhythms / Afro Blue," a captivating dance presentation that intertwines biography, history, music, and choreography. The show celebrates the artistic achievements and cultural innovations of the African diaspora, honoring the lives and legacies of 20th century pioneers like Harry Belafonte, Ella Fitzgerald, and Josephine Baker. The performances will take place at Miami Theater Center in Miami Shores.

24- Miami Light Project, Inc. a/f/a Enrique Villacreses

P.O. Box 531385 Miami Shores, Florida 33153 Niji: Red, Blue and Diamond 10/12/2024 - 10/12/2024

District Location(s) for Project Activity: 3, 6, 9

Funds are requested to support the premiere of "Niji: Red, Blue and Diamond," a multimedia, immersive contemporary dance performance choreographed by Miami-Dade County-based artist Enrique Villacreses. The show will feature original music by Chris Salazar (Datamouth) and include vibrant visuals, inflatable costumes, LED masks, and interactive projections by Rodrigo Arcaya, transporting audiences to a surreal and fantastical world. The performance will take place at the Sanctuary of the Arts in Coral Gables.

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Recommended Award:

Recommended Award: \$5,671

Recommended Award: \$5.296

\$5,671

25- Miami Workers Center, Inc.

745 NW 54 Street Miami, Florida 33127 Threading Our Stories 10/12/2024 - 10/12/2024

District Location(s) for Project Activity:

Funds are requested to support "Threading Our Stories," the creation and unveiling of a community quilt led by local artist Bex McCharen. Through workshops, attendees will learn how to sew, embroider, apply cyanotype photography, and use quilting techniques to create a quilt themed "Homecoming," symbolizing the intersection of creative expression and the ongoing struggle for safe and affordable housing. The workshops and unveiling will take place at the Miami Workers Center in Liberty City.

26- Miami Youth Orchestra, Inc.

7413 Twin Sabal Drive Miami, Florida 33014 Trick or Treat Symphony 10/27/2024 - 10/27/2024

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

Funds are requested to support "Trick or Treat Symphony," a Halloween-themed musical concert and dance performance featuring local youth orchestra musicians and choir members aged 8 to 18. The community event will take place at the Banyan Bowl Theater in Pinecrest Gardens.

27- MJD Wellness and Community Center, Inc.

822 NE 125 Street, #103 North Miami, Florida 33161 Cultural Exchange Through Music 10/22/2024 - 10/22/2024

District Location(s) for Project Activity: 2

Funds are requested to support "Cultural Exchange through Music," a free, family-friendly outdoor festival celebrating Haitian heritage and culture while also offering health, wellness, and social services to the community. The event will feature performances by prominent Haitian artists, including Gazman Couleur, Rara Lakay, Disip, YGM, L-O-G Antouraj LA, Revelation Music, and DJ Grio. This festival will take place at Cagni Park in North Miami.

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Recommended Award:

Recommended Award:

Recommended Award: \$5,671

\$5,671

\$5,671

28- Music in Miami, Inc.

2941 NE 185 Street, #1308 Aventura, Florida 33180 Aventura Concert Series 2024-2025 10/6/2024 - 6/14/2025

District Location(s) for Project Activity:

Funds are requested to support the "Aventura Concert Series 2024-2025." The series will feature eleven concerts showcasing a diverse range of musical genres, including jazz, classical, and Latin music, along with two family-friendly performances. The concerts will take place at the Kalos Music and Art School in Aventura.

29- Niños de los Andes, Inc.

10845 SW 89 Street Miami, Florida 33176 PeruFest USA 2024 11/16/2024 - 11/17/2024

District Location(s) for Project Activity: 2, 7

Funds are requested to support "PeruFest USA 2024," an outdoor community event celebrating the rich cultural heritage of Peru. The festival will showcase traditional Peruvian music, dance performances, craft workshops, culinary delights, and art exhibitions. The event will be held at the Senator Gwen Margolis Amphitheater in North Miami Beach.

30- Rainbow Oasiiis, Inc.

1145 NW 48 Street Miami, Florida 33127 Chroma Art Film Festival Urban Exposition 11/25/2024 - 12/25/2024

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

Funds are requested to support "Chroma Art Film Festival Urban Exposition," an innovative digital art exhibition that showcases the work of local artists through Augmented Reality (AR) and Virtual Reality (VR) installations. The event will feature interactive virtual workshops and panel discussions led by local artists. The exhibition will be displayed at various bus stop shelters throughout Miami-Dade County.

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31- R.O.C.C. Sharr Movement, Inc.

Recommended Award: \$5,671

Recommended Award:

\$5,671

2104 NW 152 Terrace Miami Gardens, Florida 33054 Concealed Confessions 11/16/2024 - 11/16/2024

District Location(s) for Project Activity: 1, 13

Funds are requested to support "Concealed Confessions," an original theatrical play written by South Florida playwright Shartonya Cromer. The play, featuring South Florida actors, aims to raise awareness about the HIV/AIDS crisis in Black and Brown communities, focusing on education and stigma reduction. The performance will take place at the Goodlet Theatre in Hialeah.

32- SBC Community Development Corporation of Richmond Heights, Inc. Recommended Award: \$5,671

11111 Pinkston Drive Miami, Florida 33176 Richmond Heights Community Family Day 12/14/2024 - 12/14/2024

District Location(s) for Project Activity: 9

Funds are requested to support "Richmond Heights Community Family Day," a free multidisciplinary arts event that celebrates the diversity of local art, programs, and resources available to residents. The event will feature live performances by local music and dance groups, interactive art activities led by professional artists, and various community resources. It will take place at Sgt. Joseph Delancy Park in Richmond Heights.

33- South Florida Symphony Orchestra, Inc.

441 NE 5 Avenue, #3
Fort Lauderdale, Florida 33301
Masterworks I: 100 Years of Rhapsody in Blue
11/16/2024 - 11/16/2024

District Location(s) for Project Activity: 5

Funds are requested to support "Masterworks I: 100 Years of Rhapsody in Blue," the opening concert of South Florida Symphony Orchestra's 2024-2025 season. The performance will feature over 70 musicians, including internationally acclaimed pianist Benjamin Hochman, and will include works by Sergei Prokofiev, George Gershwin, and Edward Elgar. The concert will take place at the New World Center in Miami Beach. All grant funds are used for activities that occur in Miami-Dade County.

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34- Sybarite Productions, Inc.

Recommended Award: \$5,671

Recommended Award: \$5,671

634 NE 71 Street Miami, Florida 33138 LovelsLove Miami 10/19/2024 - 10/19/2024

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

Funds are requested to support "LovelsLove Miami," a free community art and culture event suitable for all ages. The event will feature live music by local DJs and musicians, dance performances, live painting, an art exhibition, and a marketplace with food, drinks, and craft vendors. The event will take place at Normandy Fountain in Miami Beach.

35- US Tango Foundation, Inc.

1789 NE Miami Gardens Drive, #704 Miami, Florida 33179 Miami Arte Tango Fest 12/5/2024 - 12/7/2024

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

Funds are requested to support "Miami Arte Tango Fest," a community event celebrating the vibrant Hispanic heritage of the River Plate region in South America. This three-day festival, suitable for all ages, will feature tango workshops, live musical performances, and a visual arts exhibition by local and international artists. The event will take place at 690 Lincoln Road, Miami Beach Community Church, and the Event Space at 1111 Lincoln Road in Miami Beach.

^{*} 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:	June 3, 2025	
	FROM:	Bonzon-Keenan County Attorney	SUBJECT:	Agenda Item No. 8(C)(2)	
	Ple	ease 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 det report for public hearing	tailed County	Mayor's	
		No committee review			
		Applicable legislation requires more than a magnetic present, 2/3 membership, 3/5's majority plus one, CDMP 7 vote require (4)(c), CDMP 2/3 vote requirement per, CDMP 9 vote requirement per 2-116.1(, unanimou ement per 2- 2-116.1(3) (h	116.1(3)(h) or) or (4)(c)	

Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved	<u>Mayor</u>	Agenda Item No. 8(C)(2)
Veto		6-3-25
Override		

RESOLUTION NO.

RESOLUTION AUTHORIZING THE FUNDING OF GRANTS FOR A TOTAL OF \$200,000.00 FROM THE DEPARTMENT OF CULTURAL AFFAIRS FISCAL YEAR 2024-2025 COMMUNITY GRANTS PROGRAM - FIRST QUARTER **VARIOUS ENTITIES**; FOR WAIVING RESOLUTION NO. R-130-06; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE **EXERCISE GRANT AGREEMENTS** AND TO 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 35 grants for a total of \$200,000.00 from the Fiscal Year 2024-2025 Community Grants Program – First Quarter as follows:

Fiscal Year 2024-2025 Community Grants Program – First Quarter

1	Afro Borinken Roots Performing Group, Inc.	\$5,671.00
2	Art for Us, Inc.	\$5,671.00
3	Arts Accelerator, Inc.	\$5,671.00
4	Arts Ballet Theatre of Florida, Inc. afa Iberoamerican Art Foundation,	\$5,671.00
	Inc.	φο,ο, 1.00
5	Arts Connection Foundation, Inc.	\$5,671.00
6	Ayuda, Inc.	\$5,671.00
7	Center for Social Change, Inc. a/f/a The Things Lab, Inc.	\$5,671.00
8	Centro Cultural Boliviano Masis, Corp	\$5,671.00
9	Community Performing Arts Association, Inc.	\$5,671.00
10	Creation Art Center Corporation a/f/a Ana Santos	\$5,671.00
11	De La Cruz Theater Performing Arts, Inc.	\$5,671.00
12	Due to Arts, Inc.	\$5,671.00

13	Florida Dance Education Organization, Inc.	\$5,671.00
14	Florida International University Foundation	\$5,671.00
	·	*
15	Fresh Start of Miami-Dade, Inc.	\$5,671.00
16	Impact.Edition, Inc.	\$5,671.00
17	Islandia Press, Inc.	\$5,671.00
18	Live Healthy Little Havana, Inc.	\$5,671.00
19	Loxen Entertainment, Inc.	\$5,671.00
20	Merrick Festival Incorporated	\$7,561.00
21	Miami Art Club, Inc.	\$5,671.00
22	Miami Factory Theater, Inc.	\$5,671.00
23	Miami Light Project, Inc. a/f/a Zest Collective	\$5,671.00
24	Miami Light Project, Inc. a/f/a Enrique Villacreses	\$5,671.00
25	Miami Workers Center, Inc.	\$5,671.00
26	Miami Youth Orchestra, Inc.	\$5,671.00
27	MJD Wellness and Community Center, Inc.	\$5,296.00
28	Music in Miami, Inc.	\$5,671.00
29	Ninos de los Andes, Inc.	\$5,671.00
30	Rainbow Oasiiis, Inc.	\$5,671.00
31	Rocc Sharr Movement, Inc.	\$5,671.00
32	SBC Community Development Corporation of Richmond Heights, Inc.	\$5,671.00
33	South Florida Symphony Orchestra, Inc.	\$5,671.00
34	Sybarite Productions, Inc.	\$5,671.00
35	US Tango Foundation, Inc.	\$5,671.00
55	ob Tango I canadion, inc.	Ψ2,071.00

and authorizes the County Mayor or County Mayor's designee to execute grant agreements, in substantially the form of the sample attached hereto, with each grantee for and on behalf of Miami-Dade County, Florida and to exercise all provisions, including the cancellation provisions, contained therein.

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

Agenda Item No. 8(C)(2) Page No. 3

Anthony Rodriguez, Chairman Kionne L. McGhee, Vice Chairman

Marleine Bastien

Sen. René García

Roberto J. Gonzalez

Danielle Cohen Higgins

Natalie Milian Orbis

Juan Carlos Bermudez

Oliver G. Gilbert, III

Keon Hardemon

Eileen Higgins

Raquel A. Regalado

Micky Steinberg

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:	
Deputy Clerk	

Approved by County Attorney as to form and legal sufficiency.

MRP

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 GRAN	NT DESCRIPTION		
1.	GRANTEE:	«ORGANIZATION» (EIN#«FEDERAL_ID») «ADDRESS», «CITY», «STATE» «ZIP»			
2. 3.	AMOUNT OF GRANT: PROJECT:	\$«AWARD» «PROJECT_TITLE» (as described in the application and any revisions in the Restatement of Project			
4. 5. 6. 7. 3.	ITEMIZED PROJECT BUDGET PROJECT START DATE: PROJECT END DATE: GRANT START DATE: GRANT END DATE: REPORT DEADLINE:	Budget attached hereto) T:(as described in the Restatement of Project Budget attached hereto) «PROJECT_START_DATE» «PROJECT_END_DATE» October 1, 2024 September 30, 2025 45 days after project completion			
Γhe Pa	arties hereto have executed this A	Agreement on the	_ day of	, 20	
MAIN	-DADE COUNTY, FLORIDA, by	its BOARD OF COUNT	Y COMMISSIONERS:		
			Clerk, Miami-Dade Coul Board of County Comm		
			Department Director		
Affidav hat the Article n the i substa	it, II, III, IV and V, together with a it, make up this grant award control have read and will abide by the II, III, IV and V) dated October, notarized and attached Universa	ract. In signing this article te terms and consideration 2024 as provided with the Affidavit. Further, the G ginal application as appro	e, the undersigned offici ns set forth in the Gene ne grant award package Grantee agrees that the oved for funding; in acco	et, original application and Univers als, on behalf of the Grantee, certi ral Terms and Conditions for Gran e, and with those provisions outline e funded project will be executed ordance with the program guideline ment of Project Budget.	fy ts ec
			Signature Authorized O	fficial #1	
			Printed Name/Title Auth	orized Official #1	
			Signature Authorized O	fficial #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. 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 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. 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. 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. 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 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. 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 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.

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. 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 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 https://www.e-verify.gov/.

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.** 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. <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.
- 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 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.