Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 10(B)(1)(A)

01-25-07

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

RESOLUTION NO. R-56-07

RESOLUTION AUTHORIZING APPROVAL OF TEN (10) GRANTS FROM THE FY 2006-2007 CULTURAL ACCESS NETWORK GRANTS PROGRAM TO: CITY THEATRE, INC.; CORAL GABLES CONGREGATIONAL CHURCH, INC.; FANTASY THEATRE FACTORY, INC.; GABLESTAGE, INC.; GOLD COAST THEATRE COMPANY; HISPANIC-AMERICAN LYRIC THEATRE, INC.; MIAMI CHILDREN'S CHORUS, INC.; MIAMI CONTEMPORARY DANCE COMPANY; MIAMI MOMENTUM DANCE COMPANY, INC.; TIGERTAIL PRODUCTIONS AND AUTHORIZING THE COUNTY MANAGER TO EXERCISE 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 approves the funding of ten (10) grants for a total of $100,000 from the Department of Cultural Affairs FY 2006-2007 Cultural Access Network Grants Program as follows:

1.	City Theatre, Inc.	$ 10,000
2.	Coral Gables Congregational Church, Inc.	10,000
3.	Fantasy Theatre Factory, Inc.	10,000
4.	Gablestage, Inc.	10,000
5.	Gold Coast Theatre Company	10,000
6.	Hispanic-American Lyric Theatre, Inc.	10,000
7.	Miami Children's Chorus, Inc.	10,000
8.	Miami Contemporary Dance Company	10,000
9.	Miami Momentum Dance Company, Inc.	10,000
10.	Tigertail Productions	10,000

in substantially the form of the agreement attached hereto and made a part hereof; and authorizes the County Manager to execute same for and on behalf of Miami-Dade County; and to exercise cancellation provisions contained therein.

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

Bruno A. Barreiro, Chairman	aye		
Barbara J. Jordan, Vice-Chairwoman	aye		
Jose "Pepe" Diaz	aye	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Joe A. Martinez	aye	Dennis C. Moss	aye
Dorrin D. Rolle	aye	Natacha Seijas	absent
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	absent		

The Chairperson thereupon declared the resolution duly passed and adopted this 25th day of January, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: KAY SULLIVAN
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Stephen Stieglitz

Memorandum

MIAMI-DADE COUNTY

Date: January 25, 2007

Agenda Item No. 10(B)(1)(A)

To: Honorable Chairman Bruno A. Barreiro
And Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: FY2006-2007 Cultural Access Network (CAN) Grants Program Recommendations

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RECOMMENDATION

It is recommended that the Board approve the funding of 10 grants totaling $100,000 from the FY 2006-2007 Cultural Access Network (CAN) Grants Program.

BACKGROUND

The CAN grants panel convened on October 11, 2006 to review applications from 14 organizations requesting a total of $140,000. The panel recommended funding 10 applicants for a total of $100,000. The Cultural Affairs Council approved these recommendations on October 25, 2006.

The CAN program provides direct funding support to organizations engaged in creating and presenting cultural programs that are reflective of Miami-Dade County's diverse populations. Designed to increase access to cultural events throughout Miami-Dade County, the program provides resources to place events in one or more of the 22 CAN facilities and also serves to introduce this network of cultural facilities to a new clientele of arts organizations that would not ordinarily utilize these venues. This has the positive impact of expanding audience development and outreach initiatives that are mutually beneficial to the organizations and the facilities. The list of CAN facilities includes venues being renovated through the Department's Existing Facilities Program and/or funded through the Capital Development Grants Program. The list is updated annually with regards to availability of facilities due to construction/renovation schedules.

The 22 CAN facilities for FY 2006-2007 include: Actors' Playhouse, African Heritage Cultural Arts Center, ArtSouth, Ashe Auditorium, The Byron Carlyle Theater, The Colony Theatre, Dave & Mary Alper Jewish Community Center, Florida Memorial University, Goodlet Park Theater, Gusman Center for the Performing Arts, Hialeah High School Auditorium, Joseph Caleb Auditorium, Manuel Artime Performing Arts Center, Mary Ann Wolfe Theater, Miami Children's Museum, Miami-Dade County Auditorium, Miami Light Project, North Miami Beach Julius Littman Performing Arts Theater, Performing Arts Network (PAN), Shores Performing Arts Theater, South Dade High School Auditorium, and Wertheim Performing Arts Center.

The Panel specifically evaluated each applicant organization based on the following competitive review criteria: 1) artistic merit; 2) feasibility and merit of project; 3) marketing plan; 4) management capability; and 5) capacity to attract financial support. Attached is a list describing the FY2006-2007 CAN projects recommended for funding.

Funding for the CAN program is derived from Departmental proprietary revenues.

Alex Muñoz
Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: January 25, 2007

FROM: Murray A. Greenberg
County Attorney

SUBJECT: Agenda Item No. 10(B)(1)(A)

Please note any items checked.

_____ **"4-Day Rule" ("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**

_____ **Bid waiver requiring County Manager's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

2

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
FY 2006-07 CULTURAL ACCESS NETWORK GRANT PROGRAM

FY 2006-07 Award

City Theatre, Inc.
444 Brickell Avenue, Suite 229, Miami, FL 33131

Targeted Facility/Facilities: Hialeah High School Auditorium

$10,000

PROJECT TITLE: ***Short Cuts at Hialeah High School Auditorium***

Funds are requested to support "Short Cuts at Hialeah High School Auditorium", a free outreach performance and discussion series that will be presented in two events: one targeting regional middle schools and one targeting regional high schools, to be held on Friday, March 8, 2007. The program is an abridged version of the popular Summer Shorts Festival and features performance and readings of short plays selected to appeal to this demographic, followed by an improvisational segment and discussion with company members.

Coral Gables Congregational Church, Inc.
3010 De Soto Boulevard, Coral Gables, FL 33134

Targeted Facility/Facilities: Florida Memorial University

$10,000

PROJECT TITLE: ***"Raise Your Spirit Higher" featuring LadySmithBlack Mambazo***

Funds are requested to support "Raise Your Spirit Higher", a 2007 Summer Concert Series cultural outreach presentation of the African singing group LadySmithBlack Mambazo. The group's powerful eight male voices, with indigenous instruments, will create a blend of music and message to celebrate diverse styles and a powerful experience embraced by all. The July 13, 2007 performance will take place at the newly-opened Lou Rawls Center for the Performing Arts on the campus of Florida Memorial University.

Fantasy Theatre Factory, Inc.
7069 S.W. 47th Street, Miami, FL 33155

Targeted Facility/Facilities: Miami Children's Museum, FIU-Mary Ann Wolfe Theater

$10,000

PROJECT TITLE: ***FTF's Theatre Education Program in Watson Island and North Miami***

Funds are requested to support 10 performances of FTF's Theatre Education Program at 2 venues: Miami Children's Museum, and FIU North -Mary Ann Wolfe Theater. Programs will include "Little Monster Tales", "Stories from America's Backyard", and "Never Everglades". Performances will take place October 26, 2006, March 14-15, 2007, and April 18 and 20, 2007.

GableStage, Inc.
1200 Anastasia Avenue, Suite 230, Coral Gables, FL 33134

Targeted Facility/Facilities: Hialeah High School Auditorium, African Heritage Cultural Arts Center

$10,000

PROJECT TITLE: ***Community Outreach Program: Shakespeare's TIMON OF ATHENS***

Funds are requested to support Gablestage's Community Outreach Program productions of "Shakespeare's TIMON OF ATHENS" on April 13-14 and May 25-26, 2007 at two CAN venues: Hialeah High School Auditorium & African Heritage Cultural Arts Center. The free performances are designed to reach non-traditional audiences with theatrical programming that will encourage and foster participation in the arts.

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
FY 2006-07 CULTURAL ACCESS NETWORK GRANT PROGRAM

FY 2006-07
Awa

Gold Coast Theatre Company
P.O. Box 402964, Miami Beach, FL 33140

Targeted Facility/Facilities: ArtSouth
Dave & Mary Alper JCC & Miami Children's Museum

$10,000

PROJECT TITLE: ***Peter Panto Show-a traditional British Panto and Curtains-Up***

Funds are requested to support the production of Peter Panto Show and Curtains-Up in December 2006 at three CAN venues: ArtSouth, Dave & Mary Alper JCC, and Miami Children's Museum. The Peter Panto Show is a retelling of the Peter Pan story, including the classic adventures of Peter Pan, Tinkerbell, and Captain Hook. Curtains-Up is an educational show which serves to introduce new audiences to the history of Panto through short skits and multimedia presentations.

Hispanic-American Lyric Theatre, Inc.
9130 S.W. 123rd Avenue Court, Miami, FL 33186

Targeted Facility/Facilities: Hialeah High School Auditorium

$10,000

PROJECT TITLE: ***Scenes from Cuban Zarzuela "Cecilia Valdes" & original opera/ballet "Rosalinda"***

Funds are requested to support performances at Hialeah High School Auditorium on June 9-10, 2007. The program will include scenes from the popular Cuban Zarzuela and Ballet, "Cecilia Valdes" by Gonzalo Roig, and scenes from the new original opera/ballet "Rosalinda" by Jose Ramon Urbay.

Miami Children's Chorus, Inc.
1533 Sunset Drive, Suite 215, Coral Gables, FL 33143

Targeted Facility/Facilities: Florida Memorial University

$10,000

PROJECT TITLE: ***In Style***

Funds are requested to support the Miami Children's Chorus concert," In Style", at the Lou Rawls Center for the Performing Arts on the campus of Florida Memorial University in Miami Gardens on Sunday, April 22, 2007. The interactive presentation is an exploration of traditional and contemporary arrangements of spirituals and will include songs by Moses Hogan, Richard Smallwood and jazz standards made famous by Ella Fitzgerald, as well as feature traditional and experimental classical music from the MCC repertoire. The concert will feature the Advanced Chorus accompanied by an orchestra of local musicians.

Miami Contemporary Dance Company
1919 Purdy Avenue, Miami Beach, FL 33139

Targeted Facility/Facilities: The Light Box/Miami Light Project

$10,000

PROJECT TITLE: ***Community Outreach Initiative: OneBlood: Aids in Africa project in Downtown Miami***

Funds are requested to support MCDC's Community Outreach Initiative: OneBlood: Aids in Africa project at Miami Light Project's Light Box in Downtown Miami on April 27-28, 2007. The project includes two performances of this new work and a post-show discussion. This dance piece explores the aids crisis in Africa and the discrimination issues that surround this epidemic. Immediately following each performance, audience members will be invited to engage in a post-show discussion.

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
FY 2006-07 CULTURAL ACCESS NETWORK GRANT PROGRAM

FY 2006-07 Award

Miami Momentum Dance Company, Inc.
P.O. Box 331973, Coconut Grove, FL 33233-1973

Targeted Facility/Facilities: Hialeah High School Auditorium; Goodlet Park Theater

$10,000

PROJECT TITLE: ***Hialeah Residency: Dance for Everyone***

Funds are requested to support Momentum's Hialeah Residency, a special initiative that brings 6 dance performances into the Hialeah neighborhood for a "saturation of dance" that reaches children ages 4-10 and their families with four educational performances at the Goodlet Theater, a "Next Generation" performance that reaches teens and young adults at Hialeah High School, and "Looking at Dance", a lecture/performance for adults that teaches how to evaluate dance and choreography.

Tigertail Productions
842 N.W. 9th Court, Miami, FL 33136

Targeted Facility/Facilities: The Light Box/Miami Light Project

$10,000

PROJECT TITLE: ***Speak Out***

Funds are requested to support "Speak Out", three Tigertail produced performances by teen and adult spoken word artists on Feb. 2, 16, and 23, 2007 at Miami Light Project's Light Box. The performances feature Tigertail's spoken word teen team, other teens from the workshops and 3 guest word artists including Paul Flores from San Francisco.

Total Number Awarded: **10**

Total Amount Recommended: **$100,000**

MIAMI-DADE COUNTY

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
«PROGRAM_NAME»

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 is the result of an extensive public review process, which found that the Grantee is performing a public service through its programs and projects, and is awarded as follows:

GRANTEE AND GRANT DESCRIPTION

1.	GRANTEE:	**«ORGANIZATION»** (EIN#«FEDERAL_ID»)
		«ADDRESS», «CITY», «STATE» «ZIP»
2.	AMOUNT OF GRANT:	$«AWARD»
3.	PROJECT:	***«PROJECT_TITLE»***
		(as described in the program application and any revisions attached hereto)
4.	ITEMIZED PROJECT BUDGET:	(as described in the Reinstatement of Project Budget attached hereto)
5.	GRANT START DATE:	October 1, 2006
6.	GRANT END DATE:	September 30, 2007
7.	REPORT DEADLINE:	November 14, 2007

The Parties hereto have executed this Agreement on the _____ day of _____, 20 _____.

MIAMI-DADE COUNTY, FLORIDA, by its BOARD OF COUNTY COMMISSIONERS:

_____
Clerk, Miami-Dade County
Board of County Commissioners

_____
County Manager/Designee

GRANTEE:

Articles I, II, III, IV and V, together with their exhibits, the Restatement of Project Budget, original application and Universal Affidavit, make up this grant award contract. In signing this article, the undersigned officials, on behalf of the Grantee, certify that they have read and will abide by the terms and considerations set forth in the General Terms and Conditions for Grants (Articles II, III, IV and V) dated July, 2005 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_NAME»; and within the scope of budget submitted in the attached Restatement of Project Budget.

(Grantee's Corporate Seal)

_____
Signature Authorized Official #1

_____
Printed Name/Title Authorized Official #1

_____
Signature Authorized Official #2

_____
Printed Name/Title Authorized Official #2

Approved for form and legal sufficiency by the Miami-Dade County Attorney (7/2005).

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
GENERAL TERMS AND CONDITIONS FOR GRANTS (July, 2005) – 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 Manager or his designee. The County Manager has delegated the responsibility of administering this grant to the Director of the Miami-Dade County Department of Cultural Affairs, who shall be referred to herein as the "Director."

2. **Amount and Payment of Grant Award:** The total amount of the grant is specified in Article I.2. By making this grant, Miami-Dade County assumes no obligation to provide financial support of any type whatever in excess of the total grant amount. Cost overruns are the sole responsibility of the Grantee. Grant funds will be supplied to the Grantee once the award is approved and subject to the conditions and limitations as outlined in the Agreement and its accompanying articles and attachments.

Miami-Dade County's obligation to pay the award under the Agreement is contingent upon an appropriation by the Miami-Dade County Mayor and the Board of County Commissioners and on the availability of funds. In the event that County funds on which the Agreement is dependent do not materialize or are withdrawn, the Agreement is terminated and the County has no further liability to the Grantee, beyond that already incurred by the termination date. In the event of a County revenue shortfall, the total grant will be reduced accordingly. Such termination or reduction of the total grant shall not affect the responsibility of the Grantee under the Agreement as to those funds distributed.

3. **Project Description:** The Grantee may use the grant only for the purposes which are specifically described in Article I.3, designated "Project," as documented in the Grantee's program application and in accordance with the published guidelines of the grant program through which this grant is being awarded. Any necessary changes in the scope of the project are cited in the attached Restatement of Project Budget. Further, it is expressly understood and agreed that the Grantee's program(s) supported by these grant funds must be open and accessible to the public, provide public exposure and benefit the public unless otherwise noted under Article V, "Special Conditions," of the Agreement.

Minor project revisions believed to be necessary for the purpose of completing the project, but which do not substantially alter the original project, its quality, impact, or benefit to the organization, the County or its citizens, must be requested in writing to the Director sufficiently prior to implementation of revisions for the Director's approval. Minor revisions include, but are not limited to those affecting project scope, venue, timeframe and participants. The Director will make the final determination on revisions within fourteen (14) business days of the date of receipt of the request in the Department of Cultural Affairs' offices.

4. **Project Budget:** The Grantee agrees to demonstrate fiscal stability and the ability to administer grant funds responsibly and in accordance with standard accounting practices by developing and adhering to a project budget that is based upon reasonable revenue development and expenditures projected to accomplish the project covered under the Agreement. This budget is referenced in Article 1.4. and is attached to the Agreement as the Restatement of Project Budget, and the Grantee agrees that all expenditures will be subject to the terms of the Agreement and will not significantly deviate from the budget included as a part of the Grantee's program application or funding request information provided to the Miami-Dade County Department of Cultural Affairs. Any grant expense budget. **The Grantee agrees and expressly understands that any grant budget revisions including line item changes necessary for the purpose of completing the project must be requested in writing to the Director for his consideration prior to the Grant End Date stated in Article 1.6 and that any requested changes may not exceed twenty-five percent (25%) of the total amount of the grant award.** The Director will approve or disapprove the Grantee's request in writing within fourteen (14) business days of the date of receipt of the request in the Department's offices.

5. **Grant End Date:** The Grantee shall encumber all grant and matching funds on or before the Grant End Date as outlined in Article I.6. Any grant funds not encumbered by the Grant End Date or for which a project extension has not been requested, or any encumbered funds not expensed within forty-five (45) days of the Grant End Date shall revert to the Department and the Agreement shall be terminated in accordance with Article II.14. A project extension may be requested in writing from the Director at least thirty (30) business days prior to the Grant End Date. The Director, at his discretion, may grant an extension of up to one (1) year of the Grant End Date so long as such extension will not significantly alter the project including its quality, impact, or benefit to the organization, the County or its citizens.

6. **Report Deadline:** To demonstrate that the Grantee has used the grant award for the project as approved (Article I.3.) and the Itemized Project Budget (Article I.4.) as attached to the Agreement as the Restatement of Project Budget, and has met and fulfilled all requirements as outlined in the Agreement, original application, and any other substantive materials as may be attached or included as a condition to this grant award, the Grantee must submit to the Director or his designee, a written Final Report documenting that the Grantee is meeting or has fulfilled all project and financial requirements. This report is to be received by the Director or his designee by the date specified in Article 1.7. in the form specific to the program through which this grant is being awarded. **The Grantee agrees and expressly understands that in making Final Report to the Department, any deviation from the grant expense budget attached to the Agreement as the Restatement of Project Budget must be requested in writing to the Director for his consideration prior to the Grant End Date stated in Article 1.6 and that any requested**

changes may not exceed twenty-five percent (25%) of the total amount of the grant award. The Director, at his sole discretion, may require the Grantee to submit interim reports demonstrating progress on the project and accounting for project expenses to date. The Director may also require that a compilation statement or independent financial audit encompassing the entire grant period and accounting for the expenditure of grant funds be prepared by an independent certified public accountant at the expense of the Grantee.

With the exception of grants made through the Major Cultural Institutions Grants Program and the Cultural Advancement Grants Program, the Grantee shall attach to the Final Report, copies of original documentation conclusively demonstrating the expenditure of funds for the items indicated in the Restatement of Project Budget as grant award expenses. Documentation shall include, but not be limited to, copies of original bills, invoices, vouchers, receipts, and copies of canceled checks (front and rear) clearly designating payment for expenses associated with the event. Cash transactions are not acceptable unless a copy of a contract, invoice, receipt or other documentation supporting such cash payment is received, marked "paid" and signed by the recipient of the cash. The Director reserves the right to request original documentation to substantiate grant expenditures.

In the case of grants made through the Major Cultural Institutions Grants Program, the Grantee shall submit an independent financial audit of the fiscal year encompassing the grant period as part of its Final Report. If an audit is not prepared in time to meet the Final Report deadline, a compilation statement encompassing the grant period prepared by an independent certified public accountant or corporate financial officer, attesting to the Grantee's financial position as reported and to the Grantee's total compliance with the provisions of the grant, may be submitted in the interim until such time as the final audit is available.

In the event that the Grantee fails to submit the required Final Report by the deadline date specified in Article 1.7., the Director may terminate the Agreement in accordance with Article II.14. Further, the Director or his designee must approve this report before the Grantee is deemed to have met all conditions of the grant award.

7. **Program Monitoring and Evaluation:** The Director or his designee may monitor and conduct an evaluation of the Grantee's operations and the project for which this grant is provided, which may include visits by County representatives to: observe the project or Grantee's programs, procedures, and operations; discuss the Grantee's programs with the Grantee's personnel; and/or evaluate the public impact of these funded events and activities.

Upon request, the Grantee shall provide the Director with notice of all meetings of its Board of Directors or governing board, general activities and project-related events. In the event the Director or his designee conclude, as a result of such monitoring and/or evaluation, that the Grantee is not in compliance with the terms of the Agreement, is not fulfilling other program requirements or stipulations for which this Grant has been provided or for other reasons which significantly impact on the Grantee's ability to fulfill the conditions of this grant award, the Director or his designee must provide in writing to the Grantee, within thirty (30) days of the date of said monitoring/evaluation, notice of the inadequacy or deficiencies noted which may significantly impact on the Grantee's ability to complete the project or fulfill the terms of the Agreement within a reasonable time frame. If Grantee refuses or is unable to address the areas of concern within thirty (30) days of receipt of such notice, the Director, at his discretion, may take other actions, which may include the withholding, reduction or rescission of grant funds until such time as the Grantee can demonstrate that such issues have been corrected.

Further, in the event that the Grantee refuses or is unable to address the areas of concern and the grant award has been disbursed in full or in part, then the Director may request the return of the full or partial grant award. The Director may also institute a moratorium on applications from the Grantee to Department of Cultural Affairs grants programs for a period of up to one (1) year or until the deficient areas have been addressed to the satisfaction of the Director, whichever occurs first.

8. **Bank Accounts and Bonding:** Monies received pursuant to the Agreement shall be kept in accounts in established Florida banks, credit unions or savings and loan associations whose identity shall be disclosed in writing, with the identity and title of individuals whom the Grantee authorizes to withdraw or write checks on grant funds from the banking institution identified on the "Bank Account Disclosure" form submitted by the Grantee. These accounts need not be accounts which are segregated from other accounts maintained by the Grantee. However, it is highly recommended that the Grantee maintain a separate account for these grant funds.

9. **Accounting and Financial Review:** The Grantee must keep accurate and complete books and records for all receipts and expenditures of this grant award and any matching funds required in conformance with reasonable general accounting standards. These books and records, as well as all documents pertaining to payments received and made in conjunction with this grant, such as vouchers, bills, invoices, receipts and canceled checks, shall be retained in Miami-Dade County in a secure place and in an orderly fashion by the Grantee for at least two (2) years after: the Grant End Date specified in Article I.6.; the expiration of an extended grant period as approved by the Director; the completion of a County requested or mandated audit or compliance review; the conclusion of a legal action involving the grant award, the Grantee and/or project or activities related to the grant award.

The Director or his designee may examine these books, records and documents at the Grantee's offices or other approved site under the direct control and supervision of the Grantee during regular business hours and upon reasonable notice. Furthermore, the Director may, upon reasonable notice and at the County's expense, audit or have audited all financial records of the Grantee, whether or not purported to be related to this grant.

10. **Publicity and Credits:** The Grantee must include the following credit line in all promotional and marketing materials related to this grant including web sites, news and press releases, public service announcements, broadcast media, event programs, and publications: "With the support of the Miami-Dade County Department of Cultural Affairs and the Cultural Affairs Council, the Miami-Dade County Mayor and Board of County Commissioners."

The grantee must also use the Department's logo in marketing and publicity materials whenever possible. Please call the Department to request an electronic logo file.

11. **Liability and Indemnification:** It is expressly understood and intended that the Grantee, as the recipient of grant funds, is not an officer, employee or agent of Miami-Dade County, its Board of County Commissioners, its Mayor, the Department of Cultural Affairs or the Cultural Affairs Council. Further, for purposes of the Agreement and the grant project or activity, the parties hereto agree that the Grantee, its officers, agents and employees are independent contractors.

The Grantee shall take all actions as may be necessary to ensure that its officers, agents, employees, assignees and/or subcontractors shall not act as nor give the appearance of that of an agent, servant, joint venturer, collaborator or partner of the Department of Cultural Affairs, the Cultural Affairs Council, the Miami-Dade County Mayor, the Miami-Dade County Board of County Commissioners, or its employees.

The Grantee agrees to be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in the Agreement, including entering into subcontracts with vendors for services and commodities, provided that it is understood by the Grantee that Miami-Dade County shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract, and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

The Grantee shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, law suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Agreement by the Grantee or its employees, agents, servants, partners, principals or subcontractors. The Grantee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the County, where applicable including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The Grantee expressly understands and agrees that any insurance protection required by the Agreement or otherwise provided shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the County or its officers, employees, agents and instrumentalities as herein provided.

12. **Assignment:** The Grantee is not permitted to assign this grant award or any portion thereof. Any purported assignment will render this grant null and void and the Grantee shall be subject to immediate rescission of the full amount of the grant award and reimbursement by the Grantee of its full value to the County.

13. **Compliance with Laws:** It shall be a contractual obligation of the Grantee hereunder, that during the term of the Agreement, the Grantee agrees to abide by and be governed by all applicable federal, state and county laws and the terms of grants made to Miami-Dade County and the Miami-Dade County Department of Cultural Affairs and Cultural Affairs Council, of which this grant is a sub grant, including, but not limited to the following Miami-Dade County Ordinances, Resolutions, sections of the County Code and federal laws:

(a) County Ordinance No. 72-82 - Miami-Dade County's Conflict of Interest and Code of Ethics Ordinance - as amended, which is incorporated herein by reference as if fully set forth herein;
(b) Section 2-8.1- of the Miami-Dade County Code - Ownership Disclosure;
(c) County Ordinance No. 90-133- Amending Sec. 2-8.1; (d)(2) - Employment Disclosure;
(d) Section 2-8.6 -of the County Code - Criminal Record;
(e) County Resolutions R-202-96, R-206-96, R-13211-99;
(f) County Ordinance No. 92-15 codified as Section 2-8.1.2 of the County Code - Employment Drug-free Workplace;
(g) County Ordinance No. 142-91 codified as Section 11A -29 et. seq. of the County Code – Family Leave;
(h) County Resolution R-385-95 - Miami-Dade County Disability Nondiscrimination Affidavit, incorporating the following Federal laws and Acts:
    (1) The Americans with Disabilities Act of 1990 (ADA), Pub.L. 101-336, 104 Stat. 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment;
    (2) Title II, Public Services;
    (3) Title III, Public Accommodation and Services Operated by Private Entities; and Section 504 of the Rehabilitation Act of 1973;

(4) Title IV, Telecommunications;

(5) Title V, Miscellaneous Provisions: The Rehabilitation Act of 1973,29 U.S.C. Section 794; The Federal Transit Act, as amended 49 U.S.C. Section 1612; The Fair House Act as amended, 42 U.S.C. Section 3601 - The foregoing requirements of this section shall not pertain to contracts with the United States or any department or agency thereof, or the State or any political subdivision or agency thereof or any municipality of this State;

(i) Section 2-8.1 (c) of the County Code regarding Delinquent and Currently Due Fees or Taxes;

(j) Resolution R-1206-97 regarding Welfare Reform Work Participation.

The Grantee has certifiably indicated compliance with these laws, ordinances and resolutions by properly executing the affidavits attached hereto.

Further, all funded activities must provide equal access and equal opportunity in employment and services, and may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation or physical ability, in accordance with Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972 as amended (42 U.S.C. 2000d et seq.), the Americans with Disabilities Act (ADA) of 1990, Section 504 of the Rehabilitation Act of 1973, and Miami-Dade County ordinances No. 97-170, § 1, 2-25-97 and No. 98-17, § 1, 12-1-98.

14. **Remedies:** In the event the Grantee shall fail to materially conform with any of the provisions of the Agreement or its attachments referenced herein, the Director may withhold or cancel all, or any, unpaid installments of the grant upon giving five (5) calendar days written notice to the Grantee, and the County shall have no further obligation to the Grantee under the Agreement. Further, in the event of a material breach of any term or condition of the Agreement, upon five (5) calendar days written demand by the Director, the Grantee shall repay to Miami-Dade County all portions of the grant which have been received by the Grantee, but which have not actually been disbursed by the Grantee as of the date that the written demand is received.

In the event this grant is canceled or the Grantee is requested to repay grant funds because of a breach of the Agreement, the Grantee will not be eligible to apply to the Miami-Dade County Department of Cultural Affairs for another grant for a period of one (1) year, commencing on the date the Grantee receives notice in writing of the breach of the Agreement. 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 b delivering to the Director a certified check for the total amount due, payable to the Miami-Dade County Board of County Commissioners.

These provisions do not waive or preclude the County from pursuing any other remedy, which may be available to it under the law.

15. **Indulgence Will Not Be A Waiver of Breach:** The indulgence of either party with regard to any breach or failure to perform any provision of the Agreement shall not be deemed to constitute a waiver of the provision or any portion of the Agreement either at the time the breach or failure occurs or at any time throughout the term of the Agreement.

16. **Written Notices:** Any written notices required under the Agreement will become effective when delivered in person or upon the receipt of a certified letter addressed to the Grantee at the address specified in Article I.1 of the Agreement, and to the Director when addressed as follows: Director, Miami-Dade County Department of Cultural Affairs, 111 NW First Street, Suite 625, Miami, Florida 33128.

17. **Captions Used in the Agreement:** Captions as used in the Agreement are for convenience of reference only and should not be deemed or construed as in any way limiting or extending the language or provisions to which such captions may refer.

18. **Contract Represents Total Agreement:** The Agreement, including its special conditions and attachments, represents the whole and total agreement of the parties. No representations, except those contained within the Agreement and its attachments, are to be considered in construing its terms. Other than as specified in this agreement, no modifications or amendments may be made to the Agreement unless made in writing, signed by both parties, and approved by appropriate action by the Miami-Dade County Board of County Commissioners and Mayor.

ARTICLE III - INSURANCE

The Grantee must maintain and shall furnish upon request to the Director or his designee, certificates of insurance indicating that insurance has been obtained which meets the requirements as outlined below:

1. Workers' Compensation Insurance for all employees of the Grantee as required by Chapter 440 Florida Statutes.
2. Public Liability Insurance on a comprehensive policy in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage.

3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the project, in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage.

The insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

1. The Company must be rated no less than "B" as to the management, and no less than "Class V" as to financial strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division; or,
2. The Company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida," issued by the State of Florida Department of Insurance, and is a member of the Florida Guaranty Fund.

Certificates must indicate that no modification or change in insurance shall be made without thirty (30) days advance written notice to the certificate holder.

Modification or waiver of any of the aforementioned insurance requirements is subject to the approval of the County's Risk Management Division. The Grantee shall notify the County of any intended changes in insurance coverage, including any renewals of existing policies.

ARTICLE IV - TERMINATION

If, for any reason, the Grantee shall fail to fulfill in a timely and proper manner its obligations under the Agreement, or should violate any of the covenants, agreements, or stipulations of the Agreement, the County shall thereupon have the right to terminate the Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

Notwithstanding the above, the Grantee shall not be relieved of liability to the County by virtue of any breach of the Agreement by the Grantee, and the County may withhold any payments to the Grantee until such time as the exact amount of damages due to the County from the Grantee is determined.

ARTICLE V - SPECIAL CONDITIONS

None.