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

Approved _____ Mayor
Veto _____
Override _____

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

01-25-07

RESOLUTION NO. R-58-07

RESOLUTION AUTHORIZING APPROVAL OF THIRTY-EIGHT GRANTS FROM THE DEPARTMENT OF CULTURAL AFFAIRS' 2006-2007 DEVELOPING ARTS IN NEIGHBORHOODS GRANTS PROGRAM TO ACADEMIA DE LAS LUMINARES DE LAS BELLAS ARTES, INC.; ALHAMBRA MUSIC, INC. D/B/A ALHAMBRA ORCHESTRA; ARTS AT ST. JOHNS, INC.; BALLET CONCERTO COMPANY OF MIAMI, INC.; BALLET FLAMENCO LA ROSA, INC. F/A FOR GROUND UP AND RISING, INC.; CACEC, INC. (CENTER FOR ARTISTIC AND CULTURAL EVENTS IN THE COMMUNITY, INC.); CIBONEY TRIBE, INC.; CIRCULO LIRICO DE LA OPERA, INC.; CIVIC CHORALE OF GREATER MIAMI, INC.; COMMUNITY ARTS AND CULTURE, INC.; COMMUNITY CONCERT ASSOCIATION F/A FOR THE EDGE THEATER; COMMUNITY PERFORMING ARTS ASSOCIATION, INC.; COMMUNITY THEATRE OF MIAMI LAKES, INC.; COVE/RINCÓN INTERNATIONAL, INC.; DANCE NOW! ENSEMBLE, INC.; DECO ECHO ARTISTS' DELEGATION D/B/A CENTER FOR FOLK AND COMMUNITY ART (CFCA); DIASPORA VIBE CULTURAL ARTS INCUBATOR, INC.; DIEN B., INC. D/B/A DAMIEN B. CONTEMPORARY ART CENTER; EDGE ZONES, INC.; FREDDICK BRATCHER AND COMPANY, INC.; HAITIAN HERITAGE MUSEUM; HISPANIC-AMERICAN LYRIC THEATRE, INC. F/A FOR ART AND DECORATION, INC.; HOMESTEAD COMMUNITY CONCERT ASSOCIATION, INC.; KAREN PETERSON AND DANCERS, INC.; MARTI ARTISTIC REPERTORY THEATER, INC.; MIAMI CLASSICAL GUITAR SOCIETY INC.; MIAMI CONTEMPORARY DANCE COMPANY CORPORATION F/A FOR CRYSTAL PARROT PLAYERS, INC.; MIAMI HISPANIC BALLET CORPORATION F/A FOR CUBAN CLASSICAL BALLET OF MIAMI; MIAMI LIGHT PROJECT, INC. F/A FOR FUNDARTE, INC.; MIAMI LYRIC OPERA COMPANY; MIAMI WATERCOLOR SOCIETY, INC.; MZ. GOOSE, INC.; NORTH MIAMI COMMUNITY CONCERT BAND; SERAPHIC FIRE, INC.; SOCIEDAD CULTURAL DE SANTA CECILIA, INC.; SOUTH BEACH CHAMBER ENSEMBLE, INC.; SOUTH FLORIDA BLUEGRASS ASSOCIATION, INC.; THE UNCONSERVATORY, INC. AND AUTHORIZING EXECUTION OF THE GRANT AGREEMENTS AND AUTHORIZING THE COUNTY MANAGER TO EXERCISE 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 approves funding of thirty-eight (38) grants for a total of $400,000.00 from the Department of Cultural Affairs' 2006-2007 Developing Arts in Neighborhood Grants Program as follows:

1.	Academia de las Luminares de las Bellas Artes, Inc.	$ 9,153
2.	Alhambra Music, Inc. d/b/a Alhambra Orchestra	13,482
3.	Arts at St. Johns, Inc.	15,000
4.	Ballet Concerto Company of Miami, Inc.	5,657
5.	Ballet Flamenco La Rosa, Inc. f/a for Ground Up and Rising, Inc.	9,388
6.	CACEC, Inc. (Center for Artistic and Cultural Events in the Community, Inc.)	9,833
7.	Ciboney Tribe, Inc.	10,305
8.	Circulo Lirico De La Opera, Inc.	5,878
9.	Civic Chorale of Greater Miami, Inc.	10,622
10.	Community Arts and Culture, Inc.	13,932
11.	Community Concert Association f/a for The Edge Theater	13,928
12.	Community Performing Arts Association, Inc.	3,906
13.	Community Theatre of Miami Lakes, Inc.	11,847

14.	Cove/Rincón International, Inc.	5,422
15.	Dance Now! Ensemble, Inc.	15,000
16.	Deco Echo Artists' Delegation d/b/a Center for Folk and Community Art (CFCA)	15,000
17.	Diaspora Vibe Cultural Arts Incubator, Inc.	15,000
18.	Dien B., Inc. d/b/a Damien B. Contemporary Art Center	11,388
19.	Edge Zones, Inc.	12,251
20.	Freddick Bratcher and Company, Inc.	15,000
21.	Haitian Heritage Museum	15,000
22.	Hispanic-American Lyric Theatre, Inc. f/a for Art and Decoration, Inc.	4,775
23.	Homestead Community Concert Association, Inc.	11,218
24.	Karen Peterson and Dancers, Inc.	15,000
25.	Marti Artistic Repertory Theater, Inc.	4,224
26.	Miami Classical Guitar Society Inc.	10,592
27.	Miami Contemporary Dance Company Corporation f/a for Crystal Parrot Players, Inc.	10,393
28.	Miami Hispanic Ballet Corporation f/a for Cuban Classical Ballet of Miami	15,000
29.	Miami Light Project, Inc. f/a for FUNDarte, Inc.	11,942
30.	Miami Lyric Opera Company	11,357
31.	Miami Watercolor Society, Inc.	5,699
32.	Mz. Goose, Inc.	6,980
33.	North Miami Community Concert Band	7,692
34.	Seraphic Fire, Inc.	15,000

35. Sociedad Cultural de Santa Cecilia, Inc.	8,909
36. South Beach Chamber Ensemble, Inc.	15,000
37. South Florida Bluegrass Association, Inc.	2,450
38. The Unconservatory, Inc.	6,777

in substantially the form of one of the agreements 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 the 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

COUNTY COMMISSIONERS DADE COUNTY FLORIDA

By: KAY SULLIVAN
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.
Stephen Stieglitz

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
FY2006-07 DEVELOPING ARTS IN NEIGHBORHOODS GRANTS PROGRAM

FY2006-07 Award

1 **Academia de las Luminares de las Bellas Artes, Inc.** **$9,153**
6702 Southwest 25 Terrace, Miami, FL 33155
Organization Established in 1990
2006-2007 Performing Arts Season

Funds are requested to support the Academia de las Luminares de las Bellas Artes (ALBA) 2006-2007 season. The company's annual activities are designed and presented in an effort to foster an appreciation of Latin American music and culture. The season will feature the world premiere of the Broadway style musical "La Bella Otero," based on the life of dancer and courtesan Augustina Otero. In addition, the company will present an encore presentation of the original musical "Tropical Dreams" and "Que Viva España, Ole." Performances will take place at the Miami-Dade County Auditorium in Miami and Teatro de Bellas Artes in Little Havana

2 **Alhambra Music, Inc. d/b/a Alhambra Orchestra** **$13,482**
3250 Mary Street, Suite 400, Miami, FL 33133
Organization Established in 1995
Seventeenth Concert Season

Funds are requested to support the 2006-2007 season of seven public performances of orchestral music and the continued development of one of the County's few active adult community orchestras. This year, the company will continue its development by expanding its outreach and collaborative programs, coordinate a concerto competition and chamber music workshop and stage an opera with Riunite Opera. The orchestra will perform core programs at Ransom Everglades School and the University of Miami Gusman Hall, with several outreach performances scheduled throughout Miami-Dade County.

3 **Arts at St. Johns, Inc.** **$15,000**
4760 PineTree Drive, Miami Beach, FL 33140
Organization Established in 2000
Arts Building Community

Funds are requested to support the 2006-2007 "Arts Building Community" program, a year-round arts program which will take place on the grounds of St. John's Church in mid-Miami Beach as well as other area facilities, when necessary. A series of diverse arts programs will be presented, showcasing a wide range of artistic discipline, including music, dance, visual arts, film, and theatre.

4 **Ballet Concerto Company of Miami, Inc.** **$5,657**
4180 Southwest 74 Court, Miami, FL 33155
Organization Established in 1974
2006-2007 Ballet Season

Funds are requested to support a series of activities in support of the mission of the organization, which is to present, promote and preserve classical ballet for present and future generations of dancers by providing training to master the art form. Programs presented will include "Suite Española" (ballet based on the music of "El Cid" ballet), "La Casa de Bernarda Alba" (original ballet based on the play by Fernando Garcia-Lorca) and other well-known works. Programs will be presented at the Ophelia and Juan Roca Theater in Sweetwater and the Manuel Artime Theater in Little Havana.

5 **Ballet Flamenco La Rosa, Inc. f/a for Ground Up and Rising, Inc.** **$9,388**
8145 Southwest 83 Place, Miami, FL 33143
Organization Established in 2005
Ground Up and Rising Community Activities for 2006-2007

Funds are requested to support the 2006-2007 season of Ground Up and Rising, a theater company dedicated to proving dramatic presentations that speak to a younger generation of theater patron. This year, the company will present four plays at the Performing Arts Network located in North Miami.

Memorandum

MIAMI-DADE COUNTY

Date: January 25, 2007

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

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

From: George M. Burgess
County Manager

Subject: FY2006-2007 Developing Arts in Neighborhoods (DAN) Grants Program Recommendations

RECOMMENDATION

It is recommended that the Board approve the funding of 38 grants for a total of $400,000 from the FY 2006-2007 Developing Arts in Neighborhoods (DAN) Grants Program.

BACKGROUND

The FY2006-2007 DAN program panel convened on October 12, 2006 to review 39 applications requesting $569,800 for this grants program. The Panel recommended funding 38 applications for a total of $400,000. One applicant was recommended for referral to the Community Grants Program.

The DAN Program is designed to provide funding and technical assistance support to small and emerging grassroots and neighborhood-based arts groups. These groups must present year-round activities directly to ethnic, inner city, rural or tribal, or other underserved audiences and communities and have an annual operating budget of less than $100,000, based on the last completed fiscal year's operations. Activities may include concerts, performances, artists in residencies, and exhibitions or other projects, which would contribute to the overall cultural development of Miami-Dade County. This program strongly encourages applications from groups whose activities: 1) possess the potential to build audiences and sustained community or neighborhood support for the arts; 2) encourage people to include arts in their everyday lives; 3) are deeply rooted in the cultural life of a neighborhood or community; 4) preserve and embrace the indigenous heritage, traditions, customs, beliefs and/or rituals of a particular culture or ethnic group; and/or 5) enhance community development and/or revitalization efforts. In addition to receiving funding support, grantees participate in the program's accompanying marketing workshop series.

The Panel specifically evaluated each applicant organization based on the following competitive review criteria: 1) artistic merit; 2) management capability; 3) organizational development; 4) capacity to attract financial support from other private and public sources as evidenced in matching requirements and in-kind; and 5) efforts leading to long-term cultural enrichment of area served.

The organizations and projects recommended for funding reflect Miami-Dade County's ethnic, cultural, artistic and community diversity. Attached is a list describing the projects recommended for funding.

Funding for the Developing Arts in Neighborhoods 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)(C)

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**

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
FY2006-07 DEVELOPING ARTS IN NEIGHBORHOODS GRANTS PROGRAM

FY2006-07 Award

6 **CACEC, Inc. (Center for Artistic and Cultural Events in the Community, Inc.)** **$9,833**
11311 Southwest 154 Street, Miami, FL 33157
Organization Established in 2002
Neighborhood Artistic and Cultural Events 2007

Funds are requested to support the production of a series of cultural arts festivals taking place in Southwest Miami Dade. The festivals will be presented in an effort to showcase a wide variety of artistic disciplines, including dance, music, poetry and theatre. The Center for Artistic and Cultural Events in the Community was founded to develop high quality arts programs, projects and events for residents and visitors of Southwest Miami-Dade County.

7 **Ciboney Tribe, Inc.** **$10,305**
8614 S.W. 148 Place, Miami, FL 33193
Organization Established in 1998
CAREY Sea Turtle Mother - The Keeper of Culture

Funds are requested to support a series of ten folk musical and dance presentations by the Ciboney Tribe, which will be produced and hosted by historian, artist and Ciboney descendant Jorge Luis Salt. The performances will take place throughout Miami Dade County at a variety of neighborhoods and venues, including Downtown Bayside, Dolphin Mall and participating Miami-Dade Public Schools.

8 **Circulo Lirico De La Opera, Inc.** **$5,878**
3881 West Flagler Street, #133, Miami, FL 33134
Organization Established in 1996
2006-2007 Opera Season

Funds are requested to support the 2006-2007 opera season featuring three concerts showcasing well-known classical musical selections. Programs will take place at the St. Michael's Church, the North Miami Beach Performing Arts Theater and the Manuel Artime Theater in Little Havana. These community opera presentations will feature some of Miami-Dade County's most outstanding local vocal artists, allowing them an opportunity to showcase their talents.

9 **Civic Chorale of Greater Miami, Inc.** **$10,622**
13015 Southwest 89 Place, Unit 184, Coral Gables, FL 33176
Organization Established in 1985
New Directions - Civic Chorale of Greater Miami 2006-2007 Season

Funds are requested to support the production of five choral performances and three free music-reading sessions of diverse choral literature. Programs are scheduled to take place at venues located throughout Miami-Dade County. Repertoire will include large-scale classical works, a traditional singing of the Christmas portion of Handel's "Messiah" as well as musical selections for children and their families.

10 **Community Arts and Culture, Inc.** **$13,932**
12 Northeast 51 Street, Miami, FL 33137
Organization Established in 2002
Community Arts and Culture 2006-2007 Season

Funds are requested to support a series of community-based festivals and special events presented by Community Arts and Culture. Festivals presented will include the 9th annual Afro Roots World Music Festival, the Evolution of Culture and the 5th annual Women and Culture Festival. In addition to the festivals, the company will continue to present community-wide projects that feature world music and art, educational workshops, lectures and performances. Events will take place on Miami Beach and the Wynwood Arts District.

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
FY2006-07 DEVELOPING ARTS IN NEIGHBORHOODS GRANTS PROGRAM

FY2006-07 Award

11 **Community Concert Association f/a for The Edge Theater** **$13,928**
2333 Brickell Avenue, #417, Miami, FL 33129
Organization Established in 1956
Festival of Fifty-Two Evenings of Theatre in Four Seasons

Funds are requested to support a season of multicultural theater at The Art Temple and the Miami Beach Botanical Garden, located on Miami Beach, as well as the Main Street Playhouse in Miami Lakes. The Edge Theater will offer a total of 48 performances for the season. The Edge Theater mission is to produce the works of new playwrights and the neglected works of well-known, established playwrights.

12 **Community Performing Arts Association, Inc.** **$3,906**
15250 Southwest 108 Avenue, Miami, FL 33157
Organization Established in 2001
Arts in the Street

Funds are requested to support the 2006-2007 season activities, a program entitled "Arts in the Street." The program offers a series of free, outdoor concert/festival held in Sweetwater and feature visual art exhibits, music, arts and crafts, ethnic foods and dance presentations that celebrate the Hispanic heritage of the Sweetwater community. The Community Performing Arts Association seeks to create and organize special programs and events that foster an appreciation of the performing and visual arts that are reflective of Miami-Dade County's cultural diversity.

13 **Community Theatre of Miami Lakes, Inc.** **$11,847**
6766 Main Street, Miami Lakes, FL 33014
Organization Established in 1987
Main Street Players Productions

Funds are requested to support the 2006-2007 season of the Main Street Players Community Theater. This season will include five full-scale theatrical productions as well as a children's dramatic workshop series. All performances and workshops will take place at the company's permanent home, the Main Street Playhouse, located in downtown Miami Lakes.

14 **Cove/Rincón International, Inc.** **$5,422**
P.O. Box 65-4710, Miami, FL 33265
Organization Established in 1995
The Cove/Rincón Cultural Outreach and Education Program

Funds are requested to support the 2006-2007 season of events which includes monthly presentations by local, national and international artists at Florida International Univeristy - South Campus and Kendall, education and outreach programs and the publication of the organization's quarterly magazine. The organization, founded in 1995, is dedicated to fostering collaborations among artists by providing them with a forum to showcase and create their work.

15 **Dance Now! Ensemble, Inc.** **$15,000**
P.O. Box 416525, Miami Beach, FL 33141
Organization Established in 1998
2006-2007 Dance Now! Season

Funds are requested to support the 2006-2007 season of the Dance Now! Ensemble, which includes the Annual Concert Season, repertory performances, collaborative projects and educational and community outreach programs. This season of activities intends to support the Dance Now! Ensemble's mission to create and develop a permanent voice in contemporary modern dance-theatre that is identifiable with South Florida, build community, promote diversity and help audiences gain an insight and deeper understanding of dance as an art form.

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
FY2006-07 DEVELOPING ARTS IN NEIGHBORHOODS GRANTS PROGRAM

FY2006-07 Award

16 **Deco Echo Artists' Delegation d/b/a Center for Folk and Community Art (CFCA)** **$15,000**
1800 Michigan Avenue, #3, Miami Beach, FL 33139
Organization Established in 1988
Telling Stories Through Visuals Workshops and Tapestry Exhibition Program

Funds are requested to support the year-round creative writing/drawing workshop series and traveling mural exhibition, "Telling Stories Through Visuals Workshops and Exhibitions Program." The project will feature a multi-paneled tapestry crafted with stories and artwork created at various workshops at schools and community centers throughout Miami-Dade County. Program participants will express their personal experiences regarding a specific issue that is prevalent to their district and create a tapestry of panels, which will then be displayed at local district venues.

17 **Diaspora Vibe Cultural Arts Incubator, Inc.** **$15,000**
3938 North Miami Avenue, Miami, FL 33127
Organization Established in 1998
Caribbean Crossroads Series

Funds are requested to support the 2006-2007 season of events for the gallery, located in the Miami Design District. The organization, dedicated to support new and emerging Caribbean and Hispanic artists, will present six mini-residencies and feature their work during the gallery's "Second Thursday Gallery" events. In addition, the organization will host multiple open forum gallery events throughout the year, offer free workshop space for new and emerging artists and present a lecture series for artists and residents of the area.

18 **Dien B., Inc. d/b/a Damien B. Contemporary Art Center** **$11,388**
282 Northwest 36 Street, Miami, FL 33127
Organization Established in 2000
2006-2007 Season

Funds are requested to support a series of free, year round visual arts programs at the Damien B. International Contemporary Art Center, located in the Wynwood neighborhood in Miami. The Damien B. Art Center season will showcase an exhibition series featuring the latest in European contemporary art. Through its programs and workshops, the organization seeks to play an active role in the redevelopment of the Wynwood area as a viable arts district that values the strength of its artists and encourages their participation in their community.

19 **Edge Zones, Inc.** **$12,251**
2214 North Miami Avenue, Miami, FL 33127
Organization Established in 2004
Edge Zones Exhibitions Schedule 2006-2007

Funds are requested to support the 2006-2007 multimedia arts exhibition programs for Edge Zones. Programs will take place at the World Arts Building, a 12,000 square foot building providing exhibition space located in the Wynwood neighborhood of Miami. Works presented represent those of local, national and international emerging and established artists.

20 **Freddick Bratcher and Company, Inc.** **$15,000**
5900 Southwest 63 Avenue, Miami, FL 33143
Organization Established in 1980
General Operating Support

Funds are requested to support the company's 2006-2007 season. Institutional support will enable FBC to bring its innovative cross-cultural repertoire and high caliber dancers to present performances, lecture-demonstrations and/or master classes to communities throughout Miami-Dade County. Activities will take place at various venues, including outdoor parks, festivals, public libraries, the African Heritage Cultural Arts Center in Liberty City and the Colony Theater on Miami Beach.

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
FY2006-07 DEVELOPING ARTS IN NEIGHBORHOODS GRANTS PROGRAM

FY2006-07 Award

21 **Haitian Heritage Museum** — **$15,000**
600 Brickell Avenue, Suite 300-S, Miami, FL 33131
Organization Established in 2004
Ayiti Expose and Month of May Events

Funds are requested to support the organization's signature programs, "Ayiti Expose" and "Month of May" events. The Haitian Heritage Museum seeks to preserve and promote Haiti's culture locally, nationally and internationally through the presentation of visual art, literary works, historic artifacts, music and film.

22 **Hispanic-American Lyric Theatre, Inc. f/a for Art and Decoration, Inc.** — **$4,775**
9130 Southwest 123 Avenue Court, Miami, FL 33186
Organization Established in 2002
2006-2007 Performing Arts Activities

Funds are requested to support the 2006-2007 season of Art and Deco. The company will present arts activities that include three mainstage musical performances that showcase Hispanic culture. Performances are scheduled to take place at the Manuel Artime Theater and Teatro Las Mascaras, both located in historic Little Havana.

23 **Homestead Community Concert Association, Inc.** — **$11,218**
P.O. Box 901082, Homestead, FL 33090
Organization Established in 1976
2006-2007 Concert Season

Funds are requested to support the 2006-2007 season of the Homestead Community Concert Association. This year, the HCC Association will present four professional touring musical ensembles. All performances will take place at the South Dade High School Auditorium. The HCC Association will continue to implement an aggressive marketing campaign in an effort to expand their audience base and enhance the cultural experience for residents and visitors of the Homestead/South Miami-Dade area.

24 **Karen Peterson and Dancers, Inc.** — **$15,000**
11760 Southwest 72 Avenue, Miami, FL 33156
Organization Established in 1986
Peterson & Dancers 17th Season of Community Events

Funds are requested to support general operating costs associated with the creation and production of Karen Peterson and Dancers 17th season of dance. The company will present a year-round series performances, including movement improvisational theater pieces, a young choreographers showcase and works from the repertory performed by the Peterson and Dancers Company. All mainstage performances will take place at the company's performance facility, the Excello Dance Space, located in the Falls Industrial Warehouse District.

25 **Marti Artistic Repertory Theater, Inc.** — **$4,224**
900 Southwest 1 Street, Suite 202, Miami, FL 33130
Organization Established in 1988
2006-2007 Performing Arts Season

Funds are requested to support the 2006-2007 performing arts series, which highlights traditional Afro-Cuban music and songs. Mainstage performances will take place at the Manuel Artime Theater in Little Havana and the Florida International University - Interamerican Plaza. In addition, the company will work with area students and various children's performances, including the production of the sixth annual International Children's Art Festival.

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
FY2006-07 DEVELOPING ARTS IN NEIGHBORHOODS GRANTS PROGRAM

FY2006-07 Award

26 **Miami Classical Guitar Society Inc.** **$10,592**
10630 Southwest 126 Avenue, Miami, FL 33186
Organization Established in 1988
International Guitar Masters and Laureates Series

Funds are requested to support the 2006-2007 International Guitar Masters Series, which will take place at St. Philips Episcopal Church and the Episcopal Church Center, both located in Coral Gables. The series will feature a number of world renowned classical guitarists such as Dimitri Illarionov from Russia, David Martinez from Spain, local guitarist Carlos Molina, and Enrique Velasco from Mexico.

27 **Miami Contemporary Dance Company Corporation f/a for Crystal Parrot Players, Inc.** **$10,393**
P.O. Box 370386, Miami, FL 33137
Organization Established in 2005
2007 Season

Funds are requested to support the 2006-2007 season of the Crystal Parrot Players, a film and theater arts organization specializing in historically significant programs and events. The organization will present five original works, including a new commissioned work by a local playwright to be chosen through an open competative selection process.

28 **Miami Hispanic Ballet Corporation f/a for Cuban Classical Ballet of Miami** **$15,000**
900 Southwest 1 Street, Suite 306, Miami, FL 33130
Organization Established in 2006
Cuban Classical Ballet's 2007 Season

Funds are requested to support the 2006-2007 season of Cuban Classical Ballet of Miami. The company will present three programs that showcase the Cuban ballet style and technique. Performances will take place at the Jackie Gleason Theater of the Performing Arts on Miami Beach and the Manuel Artime Theater in Little Havana.

29 **Miami Light Project, Inc. f/a for FUNDarte, Inc.** **$11,942**
7601 Byron Avenue, Suite 4C, Miami Beach, FL 33141
Organization Established in 2003
reMEMBERING Cuba

Funds are requested to support the 2006-2007 season of FUNDArte, an organization dedicated to producing, presenting and promoting events that celebrate South Florida's multicultural community. The 2006-2007 program, reMEMBERING Cuba, will showcase the culture of the island nation through film, visual art and musical performances. Programs will take place at various venues throughout Miami-Dade, including the Tower Theater and Miami-Dade County Auditorium.

30 **Miami Lyric Opera Company** **$11,357**
3602 Alcantara Avenue, Doral, FL 33178
Organization Established in 2004
2006-2007 Opera Season

Funds are requested to support the 2006-2007 season of the Miami Lyric Opera, a company dedicated to the presentation and preservation of classical opera. This season, the company will present such classics as "Don Pasquale," "La Traviata" and "Rigoletto." Performances will take place at the Manuel Artime Theater in Little Havana and the Colony Theater on Miami Beach.

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
FY2006-07 DEVELOPING ARTS IN NEIGHBORHOODS GRANTS PROGRAM

FY2006-07 Award

31 **Miami Watercolor Society, Inc.** **$5,699**
8738 S.W. 114 Place, Miami, FL 33173
Organization Established in 1974
Annual Program of Demonstrations, Workshops and Exhibitions

Funds are requested to support the 2006-2007 season, featuring a series of exhibitions and public workshops conducted by nationally recognized water media artists. Watermeida artists will demonstrate their work at the organization's monthly meetings and serve as jurors on the organization's selection committee for exhibitions. In addition, the Miami Watercolor Society provides student exhibitions, senior citizens' activities and produce publications about the art form.

32 **Mz. Goose, Inc.** **$6,980**
10203 S.W. 169 Terrace, Miami, FL 33157
Organization Established in 1994
Oral History Research and Exhibition of the West Perrine Pioneers IV

Funds are requested to support the ongoing Oral History Research and Exhibition of West Perrine Pioneers. The exhibition highlights the migration of pioneers to Perrine and includes information on the economic conditions, social life and survival skills encountered during the years of the community. Various residents with firsthand knowledge about the pioneers will be identified and reflected in the exhibit. In addition, the company will present "The Merriment of Christmas" program, a free series of crafts workshops for underprivileged youth. Both programs will take place at the recently restored Bethel House, located in Perrine.

33 **North Miami Community Concert Band** **$7,692**
800 Southwest 131 Avenue, Kingsley F-406, Pembroke Pines, FL 33027
Organization Established in 1982
2006-2007 Concert Series

Funds are requested to support the 2006-2007 season of ten concerts which include light classics, marches, overtures, show tunes and music from the "Big Band" era. Performances are scheduled to take place at a number of neighborhood venues, including the Gwen Margolis Community Center and senior centers. The orchestra will also produce its annual Fourth of July Concert and fireworks display at FIU - North Campus and participate in the Thanksgiving Day Parade in North Miami.

34 **Seraphic Fire, Inc.** **$15,000**
536 Coral Way, Suite 401, Coral Gables, FL 33134
Organization Established in 2004
2006-2007 Miami-Dade County Programming

Funds are requested to support Seraphic Fire's 2006-2007 concert season and outreach programs. The company, Miami's only professional chamber choir, will present a series of programs of under-performed choral music at the First United Methodist Church of Coral Gables, the Miami Beach Community Church on Lincoln Road, and at the Gusman Center for the Performing Arts in downtown Miami.

35 **Sociedad Cultural de Santa Cecilia, Inc.** **$8,909**
7860 S.W. 32 Street, Miami, FL 33155
Organization Established in 1996
2006-2007 Santa Cecilia Music Concerts and Cultural/Educational Activities

Funds are requested to support the 2006-2007 season of cultural activities which include concerts, monthly arts conferences and the annual children's summer arts program at Emerson Elementary School. Performances will take place at various locations throughout Miami-Dade, such as St. James Church in Coral Gables, the Tower Theater in Little Havana and St. Agnes Catholic Church in Sweetwater. Mainstage performances feature both classical music and folkloric music of Latin America.

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
FY2006-07 DEVELOPING ARTS IN NEIGHBORHOODS GRANTS PROGRAM

FY2006-07 Award

36 **South Beach Chamber Ensemble, Inc.** **$15,000**
827 16th Street, #12, Miami Beach, FL 33139
Organization Established in 2001
Music in Beautiful Spaces

Funds are requested to support the 2006-2007 ongoing series, "Music in Beautiful Spaces,"produced by the South Beach Chamber Ensemble. The ensemble promotes and performs chamber music in all its diverse forms, from its origins in the distant past to the varied cultural creations produced today. Various performances will be held throughout Miami-Dade County, including the Miami Beach Community Church and Bass Museum on Miami Beach, as well as collaborative performances at Miami Art Central, located in South Miami.

37 **South Florida Bluegrass Association, Inc.** **$2,450**
20533 Biscayne Boulevard, #358, Aventura, FL 33180
Organization Established in 1973
Everglades Bluegrass Festival, Bluetober Fest and Twleve Monthly Bluegrass M

Funds are requested to support the 2006-2007 season of activities presented by the South Florida Bluegrass Association (SFBA), the only association in Miami-Dade County dedicated to the teaching and preservation of bluegrass music. This year, the SFBA will present the three-day festival, the "Everglades Bluegrass Festival," a series of monthly one-day mini festivals and a two-day "Bluetober Fest" celebration. All programs will feature local and nationally known bluegrass musicians and will be held at the grounds of the Ives Estates Optimist Club in North Miami Beach.

38 **The Unconservatory, Inc.** **$6,777**
8035 Southwest 26 Street, Miami, FL 33155
Organization Established in 1992
2006-2007 Season of Events

Funds are requested to support a series of concert performances and educational activities to be held at various venues throughout Miami-Dade County. Events will be presented featuring professional and student performers from Miami-Dade and surrounding counties. The majority of concerts will take place at the First Presbyterian Church of Miami and will feature acoustic ensembles, as well as solo and duo piano performances.

MIAMI-DADE COUNTY
culturalaffairs

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
Developing Arts in Neighborhoods Grants 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 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#>>) <<ADDRESS>>
2.	AMOUNT OF GRANT:	<<AMOUNT>>
3.	PROJECT:	<<PROJECT TITLE>> (as described in the program application and any revisions attached)
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 September, 2004 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 Developing Arts in Neighborhoods Grants Program; and within the scope of budget submitted in the attached Restatement of Project Budget.

(Grantee's Corporate Seal)

_____
Signature Authorized Official #1

_____
Printed Name/Title Authorized Official #1

_____
Signature Authorized Official #2

_____
Printed Name/Title Authorized Official #2

Approved for form and legal sufficiency by the Miami-Dade County Attorney (9/2004).

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

PROJECT INFORMATION

Fiscal Year / Program: 2006-2007 Developing Arts in Neighborhoods Grants Program

Organization Name:

Project Title:

Dates of Activities:

Necessary changes in the project (if any):

GRANT AWARD BUDGET

Itemize cash expenses to be expended from the grant award. Expenditures must equal the total amount of the grant award as listed on the Grant Award Agreement. Round amounts to the nearest dollar (do not show cents). NOTE: The items specified in this budget must correspond with the Grant Dollars Allocated column of the Project Expense Budget on your original application form.

	GRANT AWARD
PERSONNEL	
ADMINISTRATIVE:	
ARTISTIC:	
TECHNICAL:	
OUTSIDE ARTISTIC FEES:	
OUTSIDE OTHER FEES:	
MARKETING/PUBLICITY	
PRINTING	
POSTAGE	
IN COUNTY TRAVEL	
OUT OF COUNTY TRAVEL	
EQUIPMENT RENTAL	
EQUIPMENT PURCHASE	
SPACE RENTAL	
INSURANCE	
UTILITIES	
SUPPLIES/MATERIALS	
OTHER COSTS (ITEMIZE):	
TOTAL GRANT AWARD:	

17

PROJECT BUDGET

List cash and in-kind expenses and revenues specifically identified with your project/season. Round amounts to the nearest dollar (do not show cents). NOTE: Total project expenses and revenues must equal.

	Cash Expenses	In-kind		Cash Revenues	In-kind
Personnel			Admissions		
Administrative:			Contracted Services		
Artistic:			Tuitions		
Technical:			Corporate Support		
Outside Artistic Fees:			Foundation Support		
Outside Other Fees:			Private/Individual Support		
Marketing/Publicity			Government Grants:		
Printing			Federal		
Postage			State		
In County Travel			Local		
Out of County Travel			Applicant Cash on Hand		
Equipment Rental			*Other Revenues (itemize):*		
Equipment Purchase					
Space Rental					
Insurance					
Utilities					
Supplies/Materials					
Other Costs (itemize):					
			GRANT AWARD		
SUB TOTALS:			**SUB TOTALS:**		
TOTAL EXPENSES:			**TOTAL REVENUES:**		

Prepared by:

SIGNATURE _____ DATE _____

TYPED/PRINTED NAME _____ TITLE _____

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 by delivering to the Director a certified check for the total amount due, payable to the Miami-Dade County Board of County Commissioners.

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

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

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

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

18. **Contract Represents Total Agreement:** The Agreement, including its special conditions and attachments, represents the whole and total agreement of the parties. No representations, except those contained within the Agreement and its attachments, are to be considered in construing its terms. Other than as specified in this agreement, 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.