Approved _____ Mayor

Veto _____

Override _____

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

1-25-07

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

RESOLUTION NO. R-61-07

RESOLUTION AUTHORIZING THE APPROVAL OF FORTY-FOUR (44) GRANTS FROM THE DEPARTMENT OF CULTURAL AFFAIRS FY 2006-2007 COMMUNITY GRANTS PROGRAM - SECOND QUARTER WITH ANGEL FRASER LOGAN DANCE COMPANY, INC.; ARCA IMAGES, INC.; ARCA IMAGES, INC. A/F/A TEATRO VIERNES, INC.; ARTES ALBA A/F/A FOR MAROMA PLAYERS, INC.; ARTS OF COLOR PRODUCTIONS, INC.; ARTS ON THE WAY, INC.; BARRY UNIVERSITY - DEPARTMENT OF FINE ARTS; BEAUX ARTS OF THE LOWE ART MUSEUM OF THE UNIVERSITY OF MIAMI, INC.; CENTER FOR THE ADVANCEMENT OF JEWISH EDUCATION, INC.; CITY OF MIAMI - DEPARTMENT OF PARKS AND RECREATION DISABILITIES DIVISION; CLARITA FILGUEIRAS-FLAMENCO PURO, INC.; COMMUNITIES IN SCHOOLS OF MIAMI, INC.; COMMUNITY ARTS & CULTURE, INC A/F/A FOR PHULORIDA BHANGRA, INC.; COMMUNITY CONCERT ASSOCIATION, INC.; CREATIVE CHILDREN THERAPY, INC.; DEERING ESTATE FOUNDATION, INC., DR. MARTIN LUTHER KING PARADE AND FESTIVITIES COMMITTEE, INC.; DUTCHY'S PANTASTIC STEEL ORCHESTRA, INC.; EMPOWER "U" INC.; F.I.U. BOARD OF TRUSTEES FOR THE BENEFIT OF AFRICAN NEW WORLD STUDIES; FLORIDA MEMORIAL UNIVERSITY - LITERARY ARTS AND CULTURE COMMITTEE; HISPANIC-AMERICAN LYRIC THEATRE A/F/A FOR EXPECTATION ARTIST PRODUCTION; HISPANIC-AMERICAN LYRIC THEATRE A/F/A FOR MAGNETIC THEATRICALS, INC.; HISPANIC-AMERICAN LYRIC THEATRE, INC. A/F/A FOR PIAG MUSEUM, INC.; HOLOCAUST DOCUMENTATION AND EDUCATION CENTER, INC. HOLY SPIRIT CHURCH AND INSTITUTE, INC.; MIAMI ORATORIO SOCIETY, INC.; NATIONAL DRUG FREE YOUTH FOUNDATION, INC., THE; NEW VISIONS FOR SOUTH DADE, INC.; NORTH BEACH DEVELOPMENT CORPORATION OF MIAMI BEACH, INC.; PRIDELINE YOUTH SERVICES, INC.; RED CHEMISTRY, INC; RIVERS-BAYELSA STATES ASSOCIATION OF SOUTH FLORIDA, INC.; ROTARY CLUB OF KEY BISCAYNE FOUNDATION, INC.; ROTARY FOUNDATION OF SOUTH MIAMI, INC.; SIEMPRE FLAMENCO, INC.; ST. PATRICK'S DAY COMMITTEE, INC.; ST. THOMAS EPISCOPAL CHURCH, INC.; ST. THOMAS UNIVERSITY; THE WEST PERRINE COMMUNITY DEVELOPMENT CORPORATION, INC.; UNITED HAITIAN AMERICAN ARTISTS INC.; UNITED JEWISH GENERATIONS; WOMEN'S INTERNATIONAL FILM AND ARTS FESTIVAL, INC.; YOUNG PATRONESSES OF THE OPERA, INC. 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 the funding of forty-four (44) grants for a total of $168,000 from the Department of Cultural Affairs FY 2006-2007 Community Grants Program –Second Quarter as follows:

1.	Angel Fraser Logan Dance Company, Inc.	$2,071
2.	Arca Images, Inc.	$1,243
3.	Arca Images, Inc. a/f/a Teatro Viernes, Inc.	$1,657
4.	Artes Alba a/f/a for Maroma Players, Inc.	$2,899
5.	Arts of Color Productions, Inc.	$2,071
6.	Arts on the Way, Inc.	$2,485
7.	Barry University - Department of Fine Arts	$3,314
8.	Beaux Arts of the Lowe Art Museum of the University of Miami, Inc.	$5,799
9.	Center for the Advancement of Jewish Education, Inc.	$5,385
10.	City of Miami - Department of Parks and Recreation Disabilities Division	$4,556
11.	Clarita Filgueiras-Flamenco Puro, Inc.	$1,657
12.	Communities in Schools of Miami, Inc.	$4,142
13.	Community Arts & Culture, Inc a/f/a for Phulorida Bhangra, Inc.	$5,799
14.	Community Concert Association, Inc.	$2,899
15.	Creative Children Therapy, Inc.	$4,142
16.	Deering Estate Foundation, Inc., The	$3,728
17.	Dr. Martin Luther King Parade and Festivities Committee, Inc.	$6,626
18.	Dutchy's Pantastic Steel Orchestra, Inc.	$2,071
19.	Empower "U" Inc.	$5,219
20.	F.I.U. Board of Trustees for the benefit of African New World Studies	$3,728

21.	Florida Memorial University - Literary Arts and Culture Committee	$3,314
22.	Hispanic-American Lyric Theatre a/f/a for Expectation Artist Production	$2,899
23.	Hispanic-American Lyric Theatre a/f/a for Magnetic Theatricals, Inc.	$2,071
24.	Hispanic-American Lyric Theatre, Inc. a/f/a for PIAG Museum, Inc.	$2,071
25.	Holocaust Documentation and Education Center, Inc.	$5,385
26.	Holy Spirit Church and Institute, Inc.	$2,485
27.	Miami Oratorio Society, Inc., The	$4,142
28.	National Drug Free Youth Foundation, Inc., The	$4,142
29.	New Visions for South Dade, Inc.	$4,556
30.	North Beach Development Corporation of Miami Beach, Inc.	$6,212
31.	Prideline Youth Services, Inc.	$4,970
32.	Red Chemistry, Inc	$3,314
33.	Rivers-Bayelsa States Association of South Florida, Inc.	$2,071
34.	Rotary Club of Key Biscayne Foundation, Inc.	$4,556
35.	Rotary Foundation of South Miami, Inc.	$5,799
36.	Siempre Flamenco, Inc.	$4,142
37.	St. Patrick's Day Committee, Inc.	$3,314
38.	St. Thomas Episcopal Church, Inc.	$4,556
39.	St. Thomas University	$3,314
40.	The West Perrine Community Development Corporation, Inc.	$4,556
41.	United Haitian American Artists Inc.	$4,142
42.	United Jewish Generations	$3,728
43.	Women's International Film and Arts Festival, Inc.	$5,385
44.	Young Patronesses of the Opera, Inc.	$5,385

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

Approved by County Attorney as to form and legal sufficiency.

Stephen Stieglitz

By: KAY SULLIVAN
Deputy Clerk

Memorandum

MIAMI-DADE COUNTY

Date: January 25, 2007

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

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

From: George M. Burgess
County Manager

Subject: FY 2006-2007 Community Grants Program – Second Quarter Recommendations

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RECOMMENDATION

It is recommended that the Board approve the funding of 44 grants for a total of $168,000 from the FY 2006-2007 Community Grants Program – Second Quarter.

BACKGROUND

The FY 2006-2007 Community Grants Program panel convened on November 9, 2006 to review 44 applications requesting $354,328 for the Second Quarter of the program. The Panel recommended funding all 44 applicants for a total of $168,000. The Cultural Affairs Council approved these recommendations at their meeting on November 15, 2006.

The projects selected for funding represent a diversified range of activities and demographic locations. In its deliberations, the Panel carefully considered and applied the Community Grants guidelines, as outlined below.

The Community Grants Program is responsive on a quarterly basis to organizations, which develop small and large-scale community-based programs, projects, events, and publications. The program is particularly sensitive to the needs of: 1) indigenous cultural neighborhood activities and projects encouraging the preservation of heritage, traditions and culture; and 2) social service organizations and cultural groups developing collaborative intervention projects.

The Panel specifically evaluated each applicant organization based on the following competitive review criteria: 1) quality of program; 2) administrative capability; 3) marketing strategy; 4) fundraising efforts; and 5) geographic location of event. Attached is a list describing the projects being recommended for funding.

Funding for the Community Grants Program is derived from departmental proprietary revenues, and is subject to the availability of funds.

Alex Muñoz
Assistant County Manager

Attachments

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)(F)

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**

Organization/Project Description	*FY2006-2007 Recommendation*

Angel Fraser Logan Dance Company, Inc. — $2,071

12475 South Dixie Highway, Pinecrest, FL 33156
Organization Established in 2003
Indigo
January 19-20, 2007

Funds are requested to support this unique two-day professional dance performance. Economically disadvantaged and at-risk youth who are also dance and art students from diverse backgrounds will participate in this artistic, musical performance. This program will culminate into two performances at the Deering Bay events field overlooking the bay.

Arca Images, Inc. — $1,243

325 S. Biscayne Boulevard: #1526, Miami, FL 33131
Organization Established in 1999
The Witches in Little Havana: Las brujitas en la pequena Habana
February 3 - March 31, 2007

Funds are requested to support the presentation of the children's play, "The Witches of Little Havana," (Las brujitas de la pequena Habana) in the Latin Quarter Cultural Center on Calle Ocho for eight weeks in February and March.

Arca Images, Inc. a/f/a Teatro Viernes, Inc. — $1,657

325 S. Biscayne Boulevard: #1526, Miami, FL 33131
Organization Established in 1999
Revolution/La Revolucion
February 3 - March 31, 2007

Funds are requested to support the presentation of the play "La Revolucion," written by Isaac Chocron, in Cafe Teatro Kimbara Cumbara on Calle Ocho for eight weekends in February and March. This tragicomedy reflects the value of friendship and acts as a meta-commentary on the theater community.

Artes Alba a/f/a for Maroma Players, Inc. — $2,899

2949 Point East Dr., B-210, Aventura, FL 33160
Organization Established in 1999
Moliere's "The Physician in Spite of Himself"
March 2 - 4, 9 - 11, 16 - 18, 23 - 25, 30 -31, April 1, 6 - 8, 13- 15 and 20 - 22, 2007

Funds are requested to support a revival of Moliere's hilarious 17th century master comedy, "The Physician in Spite of Himself," in Spanish ("El medico a palos") for a three night a week, eight week run at the Latin Quarter Cultural Center on Calle Ocho.

Arts of Color Productions, Inc. — $2,071

14879 NE 20th Ave., North Miami, FL 33181
Organization Established in 2003
The Change is Coming Tour
January 6 - 7 or 12 - 13, 2007

Funds are requested to support the multi-media production entitled, "The Change is Coming Tour," a journey through cinematic poetry, music and dance. This two hour production will debut in Miami-Dade County in the Miami Gardens. This tour will target people of all ages who appreciate the arts and bring forth awareness for the need of arts in education.

Organization/Project Description — *FY2006-2007 Recommendation*

Arts on the Way, Inc. — $2,485

3592 SW 7th Street, Miami, FL 33135
Organization Established in 2005
The Miami Mix 2007 - A Tribute to Composers of African Ancestry
February 25, 2007

Funds are requested to support the musical program celebrating Black Heritage Month to take place at the Manuel Artime Theater. The event will feature outstanding professional artists of African descent paying tribute to the contributions made by Black composers from the USA, Brazil, Cuba and Puerto Rico. The program will also include an art exhibition of Bongo players by Cuban -American visual artist Jose Grave de Peralta.

Barry University - Department of Fine Arts — $3,314

11300 NE 2nd Ave., Miami, FL 33161
Organization Established in 1940
The Black Atlantic Dance & Culture Series
January 8 - March 5, 2007

Funds are requested to support a cultural series consisting of two multicultural public performances, lectures on Caribbean literature, storytelling and free children's dance classes, all of which will focus on the dance, people and music of the Black Atlantic. The purpose of this project is to educate a diverse audience of children, senior citizens, teachers and college students as well as to enhance the presence of Afrocentric culture in the underserved communities of North Miami, Hialeah, Allapattah and Overtown.

Beaux Arts of the Lowe Art Museum of the University of Miami, Inc. — $5,799

c/o Lowe Art Museum, 1301 Stanford Drive, Coral Gables, FL 33124
Organization Established in 1962
Holtz Children's Hospital Beaux Arts Festival of Art
January 13 - 14, 2007

Funds are requested to support the 56th Annual Beaux Arts Festival of Art, that will be known this year and next year as the Holtz Children's Hospital Festival of Art. It is South Florida's oldest professionally juried fine arts show. This festival features many local, state, and national artists and entertainers. The Festival of Art is free to the public and is attended by 75, 000+ residents and tourists.

Center for the Advancement of Jewish Education, Inc. — $5,385

4200 Biscayne Blvd., 1st Floor, Miami, FL 33137
Organization Established in 1944
10th Annual Miami Jewish Film Festival
January 18-20, 2007

Funds are requested to support the 10th Annual Jewish Film Festival, which features award-winning international films. Films are carefully selected for their artistic intellect merit and examine some aspect of the Jewish experience, while resonating deeply with the broader ethnically diverse population in Miami. Most of the films are Miami premiers and are often coupled with filmmaker-audience dialogues or other educational programming.

City of Miami - Department of Parks and Recreation Disabilities Division — $4,556

4560 NW 4th Terrace, Miami, FL 33126
Organization Established in 1896
The Rhythm is Going to Get You!
February 23, 2007

Funds are requested to support the City of Miami's 2007 talent show for persons with disabilities, an event that integrates persons with disabilities and the general population in a theatrical performance combining music and dance. This year's theme "The Rhythm is Going to Get You!", celebrates music as a means to promote a culture of understanding, unity, and friendship among all people.

Organization/Project Description	*FY2006-2007 Recommendation*

Clarita Filgueiras-Flamenco Puro, Inc. — $1,657

16 Marabella Ave., Coral Gables, FL 33134
Organization Established in 2002
Gypsy Zambra and Lorca
January 8 - 13, 2007

Funds are requested to support a flamenco dance production at the Colony Theater entitled "Gypsy Zambra and Lorca." This performance is a dramatic fusion of the poetry of Federico Garcia Lorca, the acclaimed Flamenco dance of Jerez-born Antonio Granjero, and music by international artists from Spain, Miami and New Mexico. Exceptional flamenco artists will conduct flamenco dance, guitar and cajon workshops one week prior to the flamenco show. The workshops are open to the public and the dance and poetry production promises to attract tourists and Flamenco enthusiasts from all of Miami-Dade County.

Communities in Schools of Miami, Inc. — $4,142

11900 SW 128th Street, Miami, FL 33186
Organization Established in 1989
Whole Village Theatre
January 8 - August 3, 2007

Funds are requested to support the Whole Village Theatre, a program that culminates in several drama/musical productions featuring student talents developed through ongoing classes in the visual and performing arts. The Whole Village Theatre serves economically disadvantaged children in Communities In Schools (CIS) out-of-school programs in Liberty City and will also expand to serve CIS children at the Miami Rescue Mission in Overtown. The Whole Village Theatre program includes visual and performing arts, as well as a photographic exhibit of "Role Models in the Spotlight."

Community Arts & Culture, Inc a/f/a for Phulorida Bhangra, Inc. — $5,799

12 NE 51st Street, miami, FL 33137
Organization Established in 2002
th Beach Bhangra 2007
arch 3, 2007

Funds are requested to support the South Beach Bhangra, an intercollegiate dance competition featuring Bhangra, the traditional folk dance from Punjab, India. With ten participating teams from all over North America, this event is in its fourth consecutive year of production. South Beach Bhangra draws Bhangra enthusiasts from Florida as well as over 500 visitors from other states, Canada and even the United Kingdom.

Community Concert Association, Inc. — $2,899

2333 Brickell Avenue, Suite 417, Miami, FL 33129
Organization Established in 1956
Award-Winning Drama "Nijinsky's Last Dance"
February 15 - 18, 2007

Funds are requested to support the South Florida premiere of Norman Allen's drama "Nijinsky's Last Dance," starring Ricardo Melendez, former Artistic Director of the Puerto Rican Dance Company and former star of the Kaleidoscope Dance Company- this exciting work received the Helen Hayes award for "Outstanding New Play" and was performed at the Kennedy Center in Washington, D.C. and will be presented in Miami Beach.

Creative Children Therapy, Inc. — $4,142

12608 SW 88th Street, Miami, FL 33186
Organization Established in 2003
4th Annual Festival of Arts and Games
March 3 or 10, 2006

Funds are requested to support a free day-long festival at Kendall Indian Hammocks Park to allow children with and without disabilities the opportunity to experience creative expression and movement through art, music, and dance. as well as participation in athletic games. Events will include painting, craft activities, theatre make-up, face painting, and performances ocal dance and musical artists who themselves have diverse physical/mental challenges.

Organization/Project Description

FY2006-2007 Recommendation

Deering Estate Foundation, Inc., The

$3,728

16701 SW 72nd Avenue, Palmetto Bay, FL 33157
Organization Established in 1989
3rd Annual Deering Seafood Festival on the Bay
March 17, 2007

Funds are requested to support the 3rd Annual Seafood Festival on the Bay. This event offers live entertainment, craft displays, cooking classes, various seafood kiosks, historic tours, archeological expeditions, canoe trips, as well as an extensive children's interactive area. The event showcases a Miami-Dade County property - The Deering Estate at Cutler - and the biggest "back yard" community event on Biscayne Bay.

Dr. Martin Luther King Parade and Festivities Committee, Inc.

$6,626

P.O. Box 510406, Miami, FL 33151
Organization Established in 1985
Dr. Martin Luther King, Jr. Parade and Festivities Committee, Inc.
January 18 - 22, 2007

Funds are requested to support the 2007 MLK Festivities which consist of a nondenominational, nonsectarian spiritual breakfast, an Oratorical Essay Contest, a joint venture between MLK and Miami-Dade County Public Schools students, an awards and scholarship banquet and the traditional parade through the heart of the African American enclave of Liberty City/Brownsville on MLK Blvd. These activities commemorate the birth, legacy and life works of the late Dr. Martin Luther King, Jr.

Dutchy's Pantastic Steel Orchestra, Inc.

$2,071

10725 SW 216 Street Unit 305, Miami, FL 33170
Organization Established in 2005
Youth Steel Band After School Mentor Program
January 2, 2007 - September 30, 2007

Funds are requested to support at risk youth with a safe and fun after school environment for youth ages 7-18. The funds are requested to support an intensive multi cultural ongoing program designed to give economically disadvantaged and at-risk youth an opportunity to learn the basics of a steel drum band as well as to perform in various productions throughout the community.

Empower "U" Inc.

$5,219

8309 NW 22nd Ave., Miami, FL 33147
Organization Established in 1999
National Black HIV/AIDS Awareness Day 2007: Sometimes I Cry
Saturday, February 3, 2007

Funds are requested to support the presentation of award winning actress, Sheryl Lee Ralph in her critically acclaimed, one-woman stage show, "Sometimes, I Cry." This play tells the story of several African-American women living with HIV/AIDS. The performance will be in observance of the 7th Annual National Black HIV/AIDS Awareness Day, which is designed to raise the awareness of the HIV epidemic in the Black community. Although the target audience is aimed to African Americans, all are invited to attend.

Florida International University Board of Trustees, The, for the benefit of African New World Studies

$3,728

Academic One, Room 162 BBC, North Miami, FL 33181
Organization Established in 1965
Eric Williams Memorial Lecture
October 6, 2006

Funds are requested to support FIU's African New World Studies program's 8th Annual Eric Williams Memorial Lecture distinguished Africana Scholars Lecture Series (ANWS). It is co-sponsored by the Eric Williams Memorial collection at the University of the West Indies. In recognition of the great contribution of Eric Williams, the ANWS Program invites internationally known artists and scholars in African, African-American and Caribean culture and history to present analyses of cultural, historical and contemporary issues that impact the Caribbean community.

Organization/Project Description	*FY2006-2007 Recommendation*

Florida Memorial University - Literary Arts and Culture Committee — $3,314

15800 NW 42nd Ave., Miami Gardens, FL 33054
Organization Established in 1963
The Annual Literary Arts and Cultural Festival: African Diasporic Vibrations
March 28 - 31, 2007

Funds are requested to support the Literary Arts and Culture Festival celebrating African Diasporic Cultural Arts and featuring a book fair, workshops, book readings, Carnival Arts exhibit and a professional performance of Earl Lovelace's "The Dragon Can't Dance." As preparation for the main performance workshops in music, theatre, steel drum making, costuming and cultural arts history. Additional connected activities include an essay contest for local high school students.

Hispanic-American Lyric Theatre a/f/a for Expectation Artist Production — $2,899

9130 S.W. 123rd Ave. Ct., Miami, FL 33186
Organization Established in 1987
Latin Rainbow
March 18, 2007

Funds are requested to support a musical program, "Latin Rainbow," to take place at the Manuel Artime Theater in Little Havana. Under the musical direction of well known pianist/composer Juan Pablo Subirana, the performance will feature the different musical styles of Cuba's most popular classical composer Ernesto Lecuona, exploring his fascination with the music of Spain, Argentina, Afro-Cuban rhythms and Romantic music.

Hispanic-American Lyric Theatre a/f/a for Magnetic Theatricals, Inc. — $2,071

9130 S.W. 123rd Ave. Ct., Miami, FL 33186
Organization Established in 1987
FINING CODE RED - Original Play by Justin Koren
ɔruary 22 - 25, 2007

Funds are requested to support the presentation of the original play "Defining Code Red" by Miami playwright Justin Koren. Although inspired by an actual, tragic, local event, the play is a passionate, sensitive and intimate portrayal of loss, fear, hope, and courage. It asks the question, "what makes children violent?" The performance will take place at the Riviera Plaza for the Performing Arts (formerly Venevision Theater).

Hispanic-American Lyric Theatre, Inc. a/f/a for PIAG Museum, Inc. — $2,071

9130 SW 123 Ave, Ct., Miami, FL 33186
Organization Established in 1987
Third Annual Photo Marathon & Exhibition
January 8 - March 31, 2007

Funds are requested to support the Third Annual Photo Marathon for Middle and High School students. Registration to participate is free and the three photographic themes chosen are Friendship, Historic Buildings and Free Creative Expression. The winning works will be exhibited at the Piag Museum and tour on the Piag Museum on Wheels throughout Miami-Dade County.

Holocaust Documentation and Education Center, Inc. — $5,385

13899 Biscayne Blvd. Suite 404, North Miami Beach, FL 33181
Organization Established in 1980
Student Awareness Days
March 20 - 21, 2007

Funds are requested to support prejudice reduction programs for Miami-Dade private, public and parochial high school students. A series of symposia and one-on-one sessions and discussions will raise awareness of the dangers of prejudice, discrimination and hatred using the universal lessons of the holocaust and other genocides as an example. Over 1,200 students will participate year.

Organization/Project Description — *FY2006-2007 Recommendation*

Holy Spirit Church and Institute, Inc. — $2,485

P.O. Box 414714, Miami Beach, FL 33141
Organization Established in 2002
A Journey to the Dances of Our World
January 2-March 31, 2007

Funds are requested to support this free after school dance program for children in North Miami ages 5 years to 12 years old to learn different dances from around the world. This program will teach the different rhythms and traditional dances as well as the histories and traditions from different countries from all over the world.

Miami Oratorio Society, Inc., The — $4,142

3550 NW 42nd Street, Lauderdale Lakes, FL 33309
Organization Established in 1980
2006-2007 Oratorio Season

Funds are requested to support classical music performances to the inner city community and to attract and assist young singers to a higher level of classical and cultural music, as well as to encourage interested participants to further enhance their musical talents. All concerts are performed with full orchestral accompaniment and a wide range of soloists and musical professionals from throughout Miami-Dade County.

National Drug Free Youth Foundation, Inc., The — $4,142

12973 SW 112th Street, #225, Miami, FL 33186
Organization Established in 2003
Cultural Drug Free Youth School Tour 2007
February 20, 2007 and February 27, 2007

Funds are requested to support two concert performances within the 2007 Cultural Drug Free School Tour which is a special formula of live music, spoken word, dance and entertainment designed to promote music, the performing arts and cultural diversity while pressing the Drug Free message. The National Drug Free Youth Foundation promotes these activities using the local celebrities, musical artists, entertainers and radio personalities and will take place at North Miami Middle School and Carol City High School.

New Visions for South Dade, Inc. — $4,556

424 Southwest 11th Avenue, Homestead, FL 33030
Organization Established in 1998
Dr. Martin Luther King Jr. Parade
January 13, 2007

Funds are requested to support the annual Dr. Martin Luther King, Jr. Parade in Homestead/Florida City. This community celebration commemorates Dr. King's legacy with speeches, dancing, floats and a multitude of performers.

North Beach Development Corporation of Miami Beach, Inc. — $6,212

PO Box 41-4232, Miami Beach, FL 33141
Organization Established in 1988
Miami Beach Festival of the Arts
February 10-11, 2007

Funds are requested to support the 33rd annual Miami Beach Festival of the Arts. This juried art festival showcases approximately 150 artists from around the U.S., Canada and Europe. In addition, a special section will showcase approximately 10 local art organizations. This community event is free and open to the public and anticipates40,000-50,000 people.

Organization/Project Description	*FY2006-2007 Recommendation*

Prideline Youth Services, Inc.

$4,970

PO Box 014340, Miami, FL 33101
Organization Established in 1982
Project Desire: Miami
January to March, 2007

Funds are requested to support cultural programming for a ten week intensive program designed to give economically disadvantaged gay, lesbian, bisexual, transgender, questioning and straight at-risk youth ages 13-19 years an opportunity to learn the basics of performances and physical theater, as well as perform street theater in and around Miami Dade County and Miami Beach. This program will teach youth HIV/STD awareness and precautions as well as emphasize sex-positive behavior through performance and partnership with local and national health service organizations. The program is free.

Red Chemistry, Inc

$3,314

8877 Collins Ave NR 610, Surfside, FL 33154
Organization Established in 1988
Romance in a Can
February 9 - 14, 2007

Funds are requested to support a romantic, Valentine's Film Festival, "Romance in a Can." This festival will focus on European, independent, long features and a student competition of movie "shorts." The festival will take place at The Byron Carlyle Theater, the Cinematheque South Beach, for the short movie student competition, as well as different locations throughout Miami. This Film Festival will be a celebration of romance through film.

Rivers-Bayelsa States Association of South Florida, Inc.

$2,071

2151 NE 168th Street Apt. 10, North Miami Beach, FL 33162
Organization Established in 1995
Annual Rivers-Bayelsa Cultural Fesstival
March 27, 2007

Funds are requested to support the 7th Annual Rivers-Bayelsa Cultural Festival celebrating the heritage, traditions and culture of the people from the tribal "Ijaw" group of Nigeria that are residents of Miami-Dade County. Tribal customs, dances, mascarades/plays are shared with the community and the event will take place at the City Hall on North Miami Beach.

Rotary Club of Key Biscayne Foundation, Inc.

$4,556

8200 NW 33rd St., 4th Floor, Key Biscayne, FL 33122
Organization Established in 1986
43nd Annual Key Biscayne Art Festival
March 17 - 18, 2006

Funds are requested to support the 43rd Annual Key Biscayne Art Festival. Admission is free. Visitors will see the creativity of 200 juried, national fine artists. Coupled with the event is the Kids Festival, which will deliver hands-on art experiences for children and musical performances by Miami's youth.

Rotary Foundation of South Miami, Inc.

$5,799

9200 S. Dadeland Blvd. Ste. 517, Miami, FL 33156
Organization Established in 1992
South Miami Rotary Art Festival
February 24-25, 2007

Funds are requested to support the two day South Miami Rotary Art Festival to be held on the main street of downtown South Miami. This annual event, held the last weekend in February, is a family friendly outdoor event which celebrates its 23rd anniversary in 2007. The festival attracts 40,000 people annually and is being improved to appeal to more fine artists and a greater number of visitors.

Organization/Project Description — *FY2006-2007 Recommendation*

Siempre Flamenco, Inc. — $4,142

8935 Byron Avenue, Surfside, FL 33154
Organization Established in 2002
2nd Festival of Flamenco Song in Miami
March 23 - 24, 2007

Funds are requested to support the 2nd Festival of Flamenco Song in Miami. This unique festival aims to honor the heritage of flamenco song and dance, and in so doing, pass it down to future generations. The Festival will take place at the Byron Carlyle Theatre located in Miami Beach.

St. Patrick's Day Committee, Inc. — $3,314

P.O. Box 836225, Miami, FL 33283
Organization Established in 2003
The 29th Annual St. Patrick's Day Festival
March 10, 2007

Funds are requested to support the annual St. Patrick's Festival that includes Irish music, dance, and culture. The outdoor venue provides many activities for children and access for elderly and persons with disabilities. Entertainment is provided by local artists, ranging from bagpipers, traditional and modern vocalists and instrumentalists and demonstrations of Irish dance. This event is free and open to the public.

St. Thomas Episcopal Church, Inc. — $4,556

5690 North Kendall Drive, Coral Gables, FL 33156
Organization Established in 1977
Eisenhart Concert Series
March 10, 2006

Funds are requested to support the Eisenhart Concerts Series. This centrally located neighborhood concert series is a realized vision of a foremost director and advocate for choral and classical music in South Florida, Paul A. Eisenhart. Local musicians as well as nationally known artists, will be featured in the 2007 series such as The American Boychoir, A Tapestry of Voices, organist David Briggs and the National Spiritual Ensemble.

St. Thomas University — $3,314

16401 NW 37th Ave., Miami Gardens, FL 33054
Organization Established in 1961
St. Thomas University Renaissance Fair and Banquet
February 16, 2007

Funds are requested to support the production of an interdisciplinary program designed to bring the culture of the Italian Renaissance to life for approximately three hundred middle school and high school students through an interdisciplinary approach to learning: including theater, dance, music, literature and domestic life. Students will visit a re-created Renaissance village, participate in a drama workshop with professional Shakespearean actors and interact with a diverse university population to explore other cultures from another period of time.

The West Perrine Community Development Corporation, Inc. — $4,556

17690 Homestead Avenue, Miami, FL 33157
Organization Established in
West Perrine Dr. Martin Luther King Holiday Parade & Celebration
January 10 - 15, 2007

Funds are requested to support the Annual West Perrine Dr. Martin Luther King Holiday Parade and Celebration. The celebration consists of four events: Community Awareness "Kick-off" Breakfast, Community Economic Empowerment Session, MLK Historic Black Colleges and Universities Band Classic and the Annual Commemorative Parade/Gospel in the Park.

Organization/Project Description	*FY2006-2007 Recommendation*

United Haitian American Artists Inc.

$4,142

15002 NE 12 Avenue, Miami, FL 33161
Organization Established in 1990
19th Annual Haitian Independence Day Gala
January 1, 2007

Funds are requested to support the presentation of the Haitian Independence celebration. The Haitian Independence Day Gala features numerous well known international singers, dancers, performers, skits and celebrity appearances, and will be hosted by well known Haitian performance artist, Farah Juste.

United Jewish Generations

$3,728

16820 NE 6th Court, North Miami Beach, FL 33162
Organization Established in 2004
FACE - Fine Arts & Culture for the Elderly

Funds are requested to support the Fine Arts & Culture for the Elderly (FACE) project. FACE consists of two cultural events to bring enjoyment to senior citizens. Events will include a music show with Yiddish and Klezmer music and a stand-up comedy show.

Women's International Film and Arts Festival, Inc.

$5,385

3901 Broward Blvd., PO Box 120337, Ft. Lauderdale, FL 33312
Organization Established in 2005
7 Women's International Film Festival (WIFF)
March 29 - April 1, 2007

Funds are requested to support Second Annual Women's International Film Festival (WIFF). WIFF is a unique, four-day cultural event featuring films, visual arts and other artistic expressions by women. It is one of only two film festivals in Florida specifically dedicated to women and women's issues; and one of only a handful of annual events recognizing the unique needs of women. The festival will showcase the work of 20-30 filmmakers, a majority of which will be Florida premiers.

Young Patronesses of the Opera, Inc.

$5,385

P.O. Box 347616, Coral Gables, FL 33234
Organization Established in 1984
In-School Opera
January 1 - May 15, 2007

Funds are requested to support In-School Opera which is an outreach program consisting of a 45 minute sampling of a full opera production which will be held at 30 public and private elementary schools throughout Miami-Dade County estimated to reach over 20,000 children this year. Professional Opera singers in costume with sets and music will perform Rumpelstiltskin, a new opera for children by Eleanor LaFarge.

MIAMI-DADE COUNTY

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
Community Grants Program - «QUARTERCATEGORY»

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:	«PROJECT_START_DATE»
6.	GRANT END DATE:	«PROJECT_END_DATE»
7.	REPORT DEADLINE:	«REPORT_DUE_DATE»

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 Community 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 (7/2005).

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
GENERAL TERMS AND CONDITIONS FOR GRANTS (September, 2004) – 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 application or funding request information provided to the Miami-Dade County Department of Cultural Affairs. Budget revisions including line item changes which substantially alter the original project budget that may be necessary for the purpose of completing the project, must be requested in writing to the Director prior to implementation of revisions for the Director's review. The Grantee agrees and expressly understands that project budget 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 in accordance with 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 specified by the grant program through which this grant is being awarded. 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, 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,