

Memorandum



Date: April 19, 2022

To: Honorable Chairman Jose “Pepe” Diaz
and Members, Board of County Commissioners

Agenda Item No. 8(C)(2)

From: Daniella Levine Cava
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

Resolution No. R-363-22

Subject: Fiscal Year 2021-2022 Community Grants Program Third Quarter
Recommendations for a Total of \$131,100.00

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the funding of 19 grants for a total of \$131,100.00 from the Fiscal Year 2021-2022 Community Grants Program – Third Quarter. Attached is a list describing the projects being recommended for funding. In addition, it is recommended that Resolution No. R-130-06 (requiring contracts with non-governmental entities be signed by the other parties before being submitted to the Board) be waived in order to expedite the allocation of funding support for these time-sensitive tourism-oriented and community events.

Scope

The impact of this agenda item is countywide.

Delegation of Authority

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

Fiscal Impact/Funding Source

Funding for the Community Grants Program comes from Department of Cultural Affairs’ approved departmental revenues, as adopted in the Fiscal Year 2021-2022 County budget. Community Grants are disbursed through Index Code CUGRANTS, Sub-object Code 60615 and drawn from Fund 125, Subfund 127. The FY 2021-2022 Cultural Affairs budget budget, under Grants to/Programs for Artists and Non-Profit Cultural Organizations, includes a total allocation of \$625,000.00 for FY 2021-22 Community Grants (\$625,000.00 from Fund SO 125, Subfund 127).

Track Record/Monitor

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

Background

In light of the uncertainty surrounding the impact of COVID-19 on public programs scheduled for the third quarter (April 1, 2022 – June 30, 2022), each proposal was evaluated based upon both the quality of the application and the ability to satisfactorily address each of

the evaluation criteria, as stated in the program’s guidelines. Before releasing grant funds to organizations, the Department will assess the feasibility of the grantees presenting public programs in identified venues and spaces. The Department is prepared to exercise appropriate contractual flexibility to include virtual programs and other program delivery strategies, as may be necessary.

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 Community Grants Panel convened on February 10, 2022, and recommended funding 19 applicants for a total of \$131,100.00. The Cultural Affairs Council convened on February 16, 2022, wherein the Fiscal Year 2021-2022 Community Grants Program Third Quarter recommendations of 19 applicants for a total of \$131,100.00 were approved unanimously. The projects selected for funding represent a diversified range of activities and demographic locations. In their deliberations, the Panel and Council carefully consider and apply the Community Grants guidelines, as outlined below.

Each applicant organization was evaluated specifically based on the following competitive review criteria: (1) quality of program; (2) administrative capability; (3) marketing strategy; (4) fundraising efforts and (5) geographic location of event.

It is recommended that Resolution No. R-130-06 (requiring contracts with non-governmental entities be signed by the other parties before being submitted to the Board) be waived as it is in the best interest of the County to proceed in this manner in order to expedite grant allocations for time-sensitive tourism-oriented and community events. Simultaneous with this Board item, the Department of Cultural Affairs has submitted the grant agreements to the grantees for their execution and such agreements will be executed by the County following Board approval. This “dual track” approach saves from one to two months of time in providing funding support to projects that have been evaluated through a thorough and already lengthy grants review process. As a safeguard, the Department negotiates the grant agreements by closely adhering to the descriptions of projects that are summarized in the list of grant projects attached to this memorandum to ensure that County grant funds are used strictly for the activities that are listed in this memorandum and represented in the subsequent grant agreements.

Attached is a list describing the projects being recommended for funding.



Morris Copeland
Chief Community Services Officer

**Miami-Dade County Department of Cultural Affairs
FY 2021-2022 Community Grants (CG) – 3rd Quarter
Grant Award Recommendations**

1- AfriKin Foundation, Inc.

Recommended Award: \$7,500

2408 Florida Street
West Palm Beach, FL 33406
AfriKin Safe Spaces
6/4/2022 – 6/4/2022

District Location(s) for Project Activity: 1

Funds are requested to support "AfriKin Safe Spaces," a series of visual arts installations, fashion shows and dance performances, showcasing artists in the genres of Hip-Hop, Reggae and R&B, taking place at the Opa-locka Community Development Corporation. All grant funds are used for activities that occur in Miami-Dade County.

2- Art for Us, Inc

Recommended Award: \$6,500

10 SW South River Drive, #1904
Miami, FL 33130
With Certain Women / Con Ciertas Mujeres
4/23/2022 - 4/23/2022

District Location(s) for Project Activity: 5

Funds are requested to support "With Certain Women / Con Ciertas Mujeres," a performance of classical and traditional music, as well as female Hispanic poetry, taking place at the Manuel Artime Theater.

3- Blue Scholars Initiative Inc.

Recommended Award: \$7,500

6375 SW 106 Street
Miami, FL 33156
World Ocean Weekend Celebration 2022 - Modeling the Reef
4/1/2022 - 6/30/2022

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

Funds are requested to support "World Ocean Weekend Celebration 2022 - Modeling the Reef," an interdisciplinary art installation and series of workshops by Beatriz Chachamovit, designed to promote access to and awareness of ecological, social, and artistic knowledge for youth in underserved communities, taking place on the beachfront near Collins Park in Miami Beach.

**The districts identified for each grantee indicate the location(s) of the majority of the particular organizer's performance(s)/event(s)/project(s). However, audiences and participants attending the performance(s)/event(s)/project(s) come from throughout the County and the region.*

**Miami-Dade County Department of Cultural Affairs
FY 2021-2022 Community Grants (CG) – 3rd Quarter
Grant Award Recommendations**

4- Centro Cultural Boliviano Masis, Corp.

Recommended Award: \$3,750

1051 SW 73 Avenue

Miami, FL 33144

Bolivian & International Carnival in Miami

4/23/2022 - 4/23/2022

District Location(s) for Project Activity: 10

Funds are requested to support the seventh annual "Bolivian & International Carnival in Miami," a musical, dance and artistic festival showcasing Bolivian cultural work and heritage, modeled after the Carnival of Oruro-Bolivia, taking place in Tropical Park.

5- Compositum Musicae Novae, Inc.

Recommended Award: \$6,500

10905 SW 113 Place, Unit A

Miami, FL 33176

Compositum Musicae Novae Season IX

4/8/2022 - 6/30/2022

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

Funds are requested to support Compositum Musicae Novae's ninth series of multi-disciplinary music performances and art installations, taking place at the Coral Gables Museum and Pinecrest Gardens.

6- Florida L'Opera & Zarzuela Corp.

Recommended Award: \$7,500

10770 NW 66 Street, #109

Doral, FL 33178

A Night of L'Opera in the City

5/28/2022 - 5/28/2022

District Location(s) for Project Activity: 5

Funds are requested to support "A Night of L'Opera in the City," featuring classic moments of well-known operas by Mozart, Verdi and Puccini, taking place at the Manuel Artime Theater.

**The districts identified for each grantee indicate the location(s) of the majority of the particular organizer's performance(s)/event(s)/project(s). However, audiences and participants attending the performance(s)/event(s)/project(s) come from throughout the County and the region.*

**Miami-Dade County Department of Cultural Affairs
FY 2021-2022 Community Grants (CG) – 3rd Quarter
Grant Award Recommendations**

7- Florida Opera Prima Inc. Recommended Award: \$7,500
a/f/a Afro Borinken Roots Performing Group, Inc.

500 NW 36 Street, #302

Miami, FL 33127

Puerto Rico de Mis Amores/ Music of My Land Borinqueña

6/26/2022 - 6/26/2022

District Location(s) for Project Activity: 5

Funds are requested to support "Puerto Rico de Mis Amores/ Music of My Land Borinqueña," a performance of traditional and classical music from Puerto Rico, including Bomba and Plena, taking place at the Manuel Artime Theater.

8- Friends of the Japanese Garden, Inc. Recommended Award: \$3,750
a/f/a International Brotherhood of Magicians, Ring 45, Inc.

10830 SW 84 Street, Unti E-1

Miami, FL 33173

The Art of Magic: Celebrating 100 Years Sharing the Art of Magic

6/4/2022 - 6/19/2022

District Location(s) for Project Activity: 7

Funds are requested to support "The Art of Magic: Celebrating 100 Years Sharing the Art of Magic," featuring workshops, lectures and performances, including a family performance, celebrating the artistic history of magic, taking place at the South Miami/ Coral Gables Elks Lodge.

9- Global Arts Project, Inc. Recommended Award: \$7,500

5400 SW 77 Court, #1-J

Miami, FL 33155

Artscape at Collins Park

4/24/2022 - 9/25/2022

District Location(s) for Project Activity: 5

Funds are requested to support "Artscape in Collins Park," an outdoor concert series representing culturally diverse music, taking place in Collins Park and Liberty Plaza in Miami Beach.

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**Miami-Dade County Department of Cultural Affairs
FY 2021-2022 Community Grants (CG) – 3rd Quarter
Grant Award Recommendations**

10- Hued Songs Inc

Recommended Award: \$3,750

443 NE 1 Avenue, #3
Fort Lauderdale, FL 33301
The Juneteenth Experience
6/19/2022 - 6/19/2022

District Location(s) for Project Activity: 4

Funds are requested to support "The Juneteenth Experience," a multidisciplinary celebration, featuring diverse artists combining song, dance, spoken word, and multimedia to create a retelling of Juneteenth's past, present, and future, taking place at the North Beach Bandshell in Miami Beach. All grant funds are used for activities that occur in Miami-Dade County.

11- Les Ailes du Desir Foundation, Inc.

Recommended Award: \$4,350

1395 NW 22 Street
Miami, FL 33142
Soiree des Arts
6/29/2022 - 6/29/2022

District Location(s) for Project Activity: 3

Funds are requested to support "Soiree des Arts," a multimedia presentation of circus, theater, dance, music, and acrobatics performed by multi-talented artists from around the world, taking place at the Fantasy Theater Factory.

12- Miami Chamber Music Society, Inc

Recommended Award: \$7,500

255 Alhambra Circle, PH
Coral Gables, FL 33134
Mainly Mozart Festival
5/14/2022 - 6/18/2022

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

Funds are requested to support the 29th edition of the "Mainly Mozart Festival," featuring performances by world-renowned performers as well as an interactive children's concert, taking place at the Kislak Center at the University of Miami Library and Sanctuary of the Arts in Coral Gables.

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**Miami-Dade County Department of Cultural Affairs
FY 2021-2022 Community Grants (CG) – 3rd Quarter
Grant Award Recommendations**

13- Miami River Fund, Inc.

Recommended Award: \$10,000

1407 NW 7 Street, #2
Miami, FL 33125
Miami Riverday
4/2/2022 - 4/2/2022

District Location(s) for Project Activity: 5

Funds are requested to support the 24th annual "Miami Riverday," celebrating the unique history and heritage of the Miami River and promoting environmental education through live music, arts, historical reenactments, river boat tours, and family activities, taking place in Lummus Park along the Miami River.

14- NWD Projects Inc.

Recommended Award: \$7,500

6820 SW 65 Avenue
Miami, FL 33143
National Water Dance/ Miami 2022
4/1/2022 - 5/30/2022

District Location(s) for Project Activity: 7, 8, 9, 10

Funds are requested to support "National Water Dance/ Miami 2022," a multi-disciplinary environmentally focused dance performance taking place at the South Miami-Dade Cultural Arts Center, along with workshops at several Miami-Dade County Public Schools.

15- Pinecrest City Music Project, Inc.

Recommended Award: \$7,500

6370 SW 87 Terrace
Pinecrest, FL 33156
Music @ the Gardens
4/23/2022 - 4/23/2022

District Location(s) for Project Activity: 7

Funds are requested to support the sixth annual "Music @ the Gardens," a concert and community-wide public school arts and music education student showcase, taking place at Pinecrest Gardens.

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**Miami-Dade County Department of Cultural Affairs
FY 2021-2022 Community Grants (CG) – 3rd Quarter
Grant Award Recommendations**

16- Richmond Heights Community Association, Inc.

Recommended Award: \$7,500

14700 Lincoln Boulevard

Miami, FL 33176

Community Juneteenth Arts Festival

6/18/2022 - 6/18/2022

District Location(s) for Project Activity: 9

Funds are requested to support the annual "Community Juneteenth Arts Festival," a multidisciplinary showcase of local performing artists in southern Miami-Dade County, taking on Dunbar Drive and Lincoln Boulevard in Richmond Heights.

17- SBC Community Development Corporation of

Recommended Award: \$7,500

Richmond Heights, Inc.

a/f/a ASK Colestars, Inc.

11111 Pinkston Drive

Miami, FL 33176

Artwalk Presents Art in the Park

5/28/2022 - 5/28/2022

District Location(s) for Project Activity: 9

Funds are requested to support "Artwalk Presents Art in the Park," a family multidisciplinary arts event, promoting the diversity of art, art programs, and other community and human resources available to area residents, taking place in Blakey Park in Homestead.

18- South Florida Educational Development Center, Inc.

Recommended Award: \$7,500

2860 Somerset Drive, #103

Lauderdale Lakes, FL 33311

School Days: The African American Experience in Middle and High Schools In

Carol City, Miami-Dade County 1980-1990

6/25/2022 - 6/25/2022

District Location(s) for Project Activity: 1

Funds are being requested to support "School Days – The African American Experience in Middle and High School in Carol City, Miami-Dade County - 1980 through 1990," a musical play showcasing the experiences and journey of three African American/ Afro Caribbean students from different cultures and countries in the community's recent past. All grant funds are used for activities that occur in Miami-Dade County.

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**Miami-Dade County Department of Cultural Affairs
FY 2021-2022 Community Grants (CG) – 3rd Quarter
Grant Award Recommendations**

19- The Fountainhead Residency Inc.

Recommended Award: \$10,000

5600 North Bayshore Drive

Miami, FL 33137

Artists Open 2022

5/7/2022 - 5/7/2022

District Location(s) for Project Activity: 2, 3, 5, 7, 8, 9, 12

Funds are requested to support “Artists Open 2022,” an annual program that features over 300 artists and galleries in the community opening their studios and spaces for a one-day open to the public event across the all of Miami-Dade County.

**The districts identified for each grantee indicate the location(s) of the majority of the particular organizer’s performance(s)/event(s)/project(s). However, audiences and participants attending the performance(s)/event(s)/project(s) come from throughout the County and the region.*



MEMORANDUM

(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: April 19, 2022

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(C)(2)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☒ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(C)(2)
4-19-22

RESOLUTION NO. _____ R-363-22

RESOLUTION AUTHORIZING THE FUNDING OF 19 GRANTS FOR A TOTAL OF \$131,100.00 FROM THE DEPARTMENT OF CULTURAL AFFAIRS FISCAL YEAR 2021-2022 COMMUNITY GRANTS PROGRAM – THIRD QUARTER FOR VARIOUS ENTITIES; WAIVING RESOLUTION NO. R-130-06; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXECUTE GRANT AGREEMENTS AND TO EXERCISE ALL PROVISIONS, INCLUDING THE CANCELLATION PROVISIONS, CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby waives the requirements of Resolution No. R-130-06, and approves funding of 19 grants for a total of \$131,100.00 from the Fiscal Year 2021-2022 Community Grants Program – Third Quarter as follows:

Fiscal Year 2021-2022 Community Grants Program – Third Quarter

1	AfriKin Foundation, Inc.	\$7,500.00
2	Art for Us, Inc	\$6,500.00
3	Blue Scholars Initiative Inc.	\$7,500.00
4	Centro Cultural Boliviano Masis, Corp.	\$3,750.00
5	Compositum Musicae Novae, Inc.	\$6,500.00
6	Florida L'Opera & Zarzuela Corp.	\$7,500.00
7	Florida Opera Prima Inc. a/f/a Afro Borinken Roots Performing Group, Inc.	\$7,500.00
8	Friends of the Japanese Garden, Inc. a/f/a International Brotherhood of Magicians, Ring 45, Inc.	\$3,750.00
9	Global Arts Project, Inc.	\$7,500.00
10	Hued Songs, Inc.	\$3,750.00
11	Les Ailes du Desir Foundation, Inc.	\$4,350.00

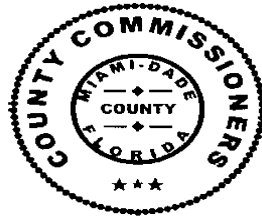
12	Miami Chamber Music Society, Inc.	\$7,500.00
13	Miami River Fund, Inc.	\$10,000.00
14	NWD Projects Inc.	\$7,500.00
15	Pinecrest City Music Project, Inc.	\$7,500.00
16	Richmond Heights Community Association, Inc.	\$7,500.00
17	SBC Community Development Corporation of Richmond Heights, Inc. a/f/a ASK Colestars, Inc.	\$7,500.00
18	South Florida Educational Development Center, Inc.	\$7,500.00
19	The Fountainhead Residency Inc.	\$10,000.00

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

The foregoing resolution was offered by Commissioner **Rebeca Sosa**, who moved its adoption. The motion was seconded by Commissioner **José "Pepe" Diaz** and upon being put to a vote, the vote was as follows:

	Jose "Pepe" Diaz, Chairman	aye	
	Oliver G. Gilbert, III, Vice-Chairman	aye	
Sen. René García	aye	Keon Hardemon	aye
Sally A. Heyman	aye	Danielle Cohen Higgins	aye
Eileen Higgins	aye	Joe A. Martinez	aye
Kionne L. McGhee	aye	Jean Monestime	absent
Raquel A. Regalado	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	absent		

The Chairperson thereupon declared this resolution duly passed and adopted this 19th day of April, 2022. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



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

HARVEY RUVIN, CLERK

Basia Pruna

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

MRP

Monica Rizo Perez



MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
FY 2021-2022 «PROGRAM»

GRANT AWARD AGREEMENT - ARTICLE I

The Miami-Dade County Department of Cultural Affairs and the Cultural Affairs Council, the Mayor and the Board of County Commissioners are pleased to announce that Miami-Dade County has awarded a grant as described herein to «**ORGANIZATION**» (hereinafter referred to as the Grantee). The grant award, acknowledging that the Grantee is performing a public service through its programs and projects, is awarded as follows:

GRANTEE AND GRANT DESCRIPTION

1. GRANTEE: «ORGANIZATION» (EIN#«FEDERAL_ID»)
«ADDRESS», «CITY», «STATE» «ZIP»
2. AMOUNT OF GRANT: \$«AWARD»
3. PROJECT: «PROJECT_TITLE»
(as described in the application and any revisions in the Restatement of Project Budget attached hereto)
4. ITEMIZED PROJECT BUDGET: (as described in the Restatement of Project Budget attached hereto)
5. PROJECT START DATE: «PROJECT_START_DATE»
6. PROJECT END DATE: «PROJECT_END_DATE»
7. GRANT START DATE: October 1, 2021
8. GRANT END DATE: September 30, 2022
9. REPORT DEADLINE: 45 days after project completion

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

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

Clerk, Miami-Dade County
Board of County Commissioners

Department Director

GRANTEE:

Articles I, II, III, IV and V, together with their exhibits, the Restatement of Project Budget, original application and Universal Affidavit, make up this grant award contract. In signing this article, the undersigned officials, on behalf of the Grantee, certify that they have read and will abide by the terms and considerations set forth in the General Terms and Conditions for Grants (Articles II, III, IV and V) dated October, 2021 as provided with the grant award package, and with those provisions outlined in the notarized and attached Universal Affidavit. Further, the Grantee agrees that the funded project will be executed in substantially the form outlined in the original application as approved for funding; in accordance with the program guidelines of the «**PROGRAM**» and within the scope of budget submitted in the attached Restatement of Project Budget.

Signature Authorized Official #1

Printed Name/Title Authorized Official #1

Signature Authorized Official #2

Printed Name/Title Authorized Official #2

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
GENERAL TERMS AND CONDITIONS FOR GRANTS (October, 2021) – ARTICLES II, III, IV and V

ARTICLE II

1. **Parties:** The parties to the Grant Award Agreement, which shall be referenced herein as the “Agreement,” are the Grantee listed in Article I.1, and Miami-Dade County, Florida, a political subdivision of the State of Florida. The Home Rule Charter authorizes Miami-Dade County to provide for the uniform health and welfare of the residents throughout the County, and further provides that all functions not otherwise specifically assigned to others under the Charter, shall be performed under the supervision of the County Mayor or thier designee. The County Mayor has delegated the responsibility of administering this grant to the Director of the Miami-Dade County Department of Cultural Affairs, who shall be referred to herein as the “Director.”

2. **Amount and Payment of Grant Award:** The total amount of the grant is specified in Article I.2. By making this grant, Miami-Dade County assumes no obligation to provide financial support of any type whatever in excess of the total grant amount. 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.

Amendments to this Agreement and/or project revisions believed to be necessary for the purpose of completing the project, but which do not increase the amount of the grant award or substantially alter the original project, its quality, impact, or benefit to the organization, the County or its citizens, must be submitted/requested in writing to the Director sufficiently prior to implementation of revisions for the Director's execution (in the case of an amendment) or approval (in the case of a revision). Revisions include, but are not limited to those affecting project scope, venue, artistic selections, program titles, timeframe and participants and transition to virtual programs and/or other program delivery strategies. The Director will make the final determination on revisions within fourteen (14) business days of the date of receipt of the request in the Department of Cultural Affairs' offices.

4. **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. **The Grantee agrees and expressly understands that any grant budget revisions including line-item changes necessary for the purpose of completing the project must be requested in writing to the Director for their consideration prior to the Grant End Date stated in Article I.6 and that any requested changes may not exceed fifty percent (50%) of the total amount of the grant award.** The Director will approve or disapprove the Grantee's request in writing within fourteen (14) business days of the date of receipt of the request in the Department's offices.

5. **Grant End Date:** The Grantee shall encumber all grant and matching funds on or before the Grant End Date as outlined in Article I.6. Any grant funds not encumbered by the Grant End Date or for which a project extension has not been requested, or any encumbered funds not expensed within forty-five (45) days of the Grant End Date shall revert to the Department and the Agreement

shall be terminated in accordance with Article II.14. A project extension may be requested in writing from the Director at least thirty (30) business days prior to the Grant End Date. The Director, at their discretion, may grant up to two (2) one (1) year extensions of the Grant End Date so long as such extensions will not significantly alter the project including its quality, impact, or benefit to the organization, the County or its citizens.

6. Report Deadline: To demonstrate that the Grantee has used the grant award for the project as approved (Article I.3.) and the Itemized Project Budget (Article I.4.) as attached to the Agreement as the Restatement of Project Budget, and has met and fulfilled all requirements as outlined in the Agreement, original application, and any other substantive materials as may be attached or included as a condition to this grant award, the Grantee must submit to the Director or their designee, a written Final Report documenting that the Grantee is meeting or has fulfilled all project and financial requirements. This report is to be received by the Director or their designee by the date specified in Article I.7. in the form specific to the program through which this grant is being awarded. **The Grantee agrees and expressly understands that in making Final Report to the Department, any deviation from the grant expense budget attached to the Agreement as the Restatement of Project Budget must be requested in writing to the Director for their consideration prior to the Grant End Date stated in Article I.6 and that any requested changes may not exceed fifty percent (50%) of the total amount of the grant award.** The Director, at their sole discretion, may require the Grantee to submit interim reports demonstrating progress on the project and accounting for project expenses to date. The Director may also require that a compilation statement or independent financial audit encompassing the entire grant period and accounting for the expenditure of grant funds be prepared by an independent certified public accountant at the expense of the Grantee.

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

Grantees of the Community Grants, Developing Arts in Neighborhoods Grant Program with operating budgets of \$50,000 or less, International Cultural Partnerships, Summer Arts & Science Camps for Kids, and Youth Arts Enrichment Grant Programs shall attach to the Final Report copies of original documentation conclusively demonstrating the expenditure of funds for the items indicated in the Restatement of Project Budget as grant award expenses. Documentation shall include, but not be limited to, copies of original bills, invoices, vouchers, receipts, and copies of canceled checks (front and rear) clearly designating payment for expenses associated with the event. Cash 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. Documentation for credit card transactions must include a copy of the relevant monthly credit card statement highlighting the charge for the expense, and proof of remittance to the credit card issuing company confirming payment made and accepted for the expense incurred. The Director reserves the right to request original documentation to substantiate grant expenditures.

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

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

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

the areas of concern within thirty (30) days of receipt of such notice, the Director, at their discretion, may take other actions, which may include the withholding, reduction or rescission of grant funds until such time as the Grantee can demonstrate that such issues have been corrected.

Further, in the event that the Grantee refuses or is unable to address the areas of concern and the grant award has been disbursed in full or in part, then the Director may request the return of the full or partial grant payment. At the Director's sole discretion, a Grantee found to be deficient or in default of a previous grant contract may be declared permanently ineligible to apply to the Department of Cultural Affairs' grants programs. Reinstating the Grantee's eligibility to apply is also at the Director's sole discretion and may only be considered after all deficient areas on prior grants having been addressed to the satisfaction of the Director.

If Grantee is not in compliance with the conditions of any other County agreement, the Director, at their discretion, may take other actions, which may include the withholding, reduction or rescission of grant funds until such time as the Grantee can demonstrate that such issues have been corrected.

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

9. Accounting and Financial Review: The Grantee must keep accurate and complete books and records for all receipts and expenditures of this grant award and any matching funds required in conformance with reasonable general accounting standards. These books and records, as well as all documents pertaining to payments received and made in conjunction with this grant, such as vouchers, bills, invoices, receipts and canceled checks, shall be retained in Miami-Dade County in a secure place and in an orderly fashion by the Grantee for at least five (5) years after: the Grant End Date specified in Article I.6.; the expiration of an extended grant period as approved by the Director; the completion of a County requested or mandated audit or compliance review; the conclusion of a legal action involving the grant award, the Grantee and/or project or activities related to the grant award.

The Director or their designee may examine these books, records and documents at the Grantee's offices or other approved site under the direct control and supervision of the Grantee during regular business hours and upon reasonable notice. Furthermore, the Director may, upon reasonable notice and at the County's expense, audit or have audited all financial records of the Grantee, whether purported to be related to this grant.

10. Publicity and Credits: **Publicity and Credits:** The Grantee must include the following credit line in all promotional and marketing materials related to this grant including websites, 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."** For radio or television broadcast, we require the following voice-over language: **"This program is supported in part by the Miami-Dade County Department of Cultural Affairs."** For television broadcast, display of the County logo and the "www.miamidadearts.org" web address is required. The grantee must also use the County's logo in marketing and publicity materials, including but not limited to newsletters, press releases, brochures, fliers, websites or any other materials for dissemination to the media or general public. The County logo is available at www.miamidadearts.org under Grantee Resources. Grantees are required to credit the County's support in any communications about the grant-funded project on social media platforms using @MiamiDadeArts and #MiamiDadeArts.

By accepting County funds, the grantee is required to recognize and acknowledge Miami-Dade County's grant support in a manner commensurate with all contributors and sponsors of its activities at comparable dollar levels.

In addition, grantees receiving funds through the YEP, SAS-C and AKI grant programs must include The Children's Trust logo and the following statement in all materials related to the grant project, including but not limited to newsletters, press releases, brochures, fliers, websites or any other materials for dissemination to the media or general public:

"The (insert event/program name) is funded by The Children's Trust. The Trust is a dedicated source of revenue established by voter referendum to improve the lives of children and families in Miami-Dade County by making

strategic investments in their future.” To download an electronic version of The Children’s Trust logo, please go to: [The Children’s Trust Media Kit & Logos](#).

Note: In cases where funding by The Children’s Trust represents only a percentage of the grantee’s overall funding, the above language can be altered to read “The (insert event/program name) is funded in part by The Children’s Trust...”

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 Ordinance No. 92-15 codified as Section 2-8.1.2 of the County Code - Employment Drug-free Workplace;
- (f) County Ordinance No. 142-91 codified as Section 11A -29 et. seq. of the County Code – Family Leave;
- (g) County Resolution R-385-95 - Miami-Dade County Disability Nondiscrimination Affidavit, incorporating the following Federal laws and Acts:
 - (1) The Americans with Disabilities Act of 1990 (ADA), Pub.L. 101-336, 104 Stat. 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment;

- (2) Title II, Public Services;
 - (3) Title III, Public Accommodation and Services Operated by Private Entities; and Section 504 of the Rehabilitation Act of 1973;
 - (4) Title IV, Telecommunications;
 - (5) Title V, Miscellaneous Provisions: The Rehabilitation Act of 1973, 29 U.S.C. Section 794; The Federal Transit Act, as amended 49 U.S.C. Section 1612; The Fair House Act as amended, 42 U.S.C. Section 3601 - The foregoing requirements of this section shall 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;
- (h) Section 2-8.1 (c) of the County Code regarding Delinquent and Currently Due Fees or Taxes

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

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

E-Verify

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

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

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

14. 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 may be declared permanently ineligible to apply to the Department of Cultural Affairs' grants programs. Reinstating the Grantee's eligibility to apply is also at the Director's sole discretion and may only be considered after all deficient areas on prior grants having been addressed to the satisfaction of the Director. Further, the Grantee will be liable to reimburse Miami-Dade County for all unauthorized expenditures discovered after the expiration of the grant period. The Grantee will also be liable to reimburse the County for all lost or stolen grant funds.

Grant funds which are to be repaid to Miami-Dade County pursuant to this Section or other Sections in the Agreement, are to be repaid by delivering to the Director a certified check for the total amount due, payable to the Miami-Dade County Board of County Commissioners.

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

15. 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 as delegated to the Director, no other modifications or amendments may be made to the Agreement unless made in writing, signed by both parties, and approved by appropriate action by the Miami-Dade County Board of County Commissioners and Mayor.

ARTICLE III - INSURANCE

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

1. Workers Compensation Insurance for all employees of the Grantee as required by Florida Statute 440.
2. Commercial General Liability Insurance in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.
3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the project, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

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

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

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

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

ARTICLE IV - TERMINATION

If, for any reason, the Grantee shall fail to fulfill in a timely and proper manner its obligations under the Agreement, or should violate any of the covenants, agreements, or stipulations of the Agreement, the County shall thereupon have the right to terminate the

Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

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

ARTICLE V - SPECIAL CONDITIONS

Indirect costs may not be assigned to, charged against, or debited from County grant funds.

The grant is awarded to this Grantee with the understanding that the Grantee is performing a public purpose through the programs, projects and services recommended for support. Use of these funds for any program component not meeting this condition will be considered a material breach of the terms of this Grant Agreement and will allow Miami-Dade County to seek remedies including, but not limited to those outlined in the Articles and Exhibits of the Grant Agreement.

In cases where the Grantee requires further deviation from the project description and/or budget included as part of the Grantee's program application or funding request information provided to the Miami-Dade County Department of Cultural Affairs as a direct result of the coronavirus (COVID-19) pandemic, the Grantee may submit a request in writing to the Director to amend the project description and/or line item budget changes necessary for the purpose of completing the project. The Director will make the final determination on revisions within fourteen (14) business days of the date of receipt of the request in the Department of Cultural Affairs' offices and will be reviewed on a case-by-case basis.

Grant funds may not be used for any of the following types of expenses: proposal preparation; repayment of prior debt or deficit reduction; debts, contingencies, fines and penalties, interest and other financial costs; expenses incurred or obligated prior to or after the grant period; building, renovating or remodeling of facilities or capital items; travel or transportation costs to cover expenses for staff travel or presenting programs/activities outside of Miami-Dade County; remuneration of County employees for any services rendered as part of a project receiving a grant through the Department of Cultural Affairs; social/fundraising events; beauty pageants; sporting events played or hosted outside of Miami-Dade County; income generating events for an organization other than the applicant organization; hospitality costs including private entertainment, food, beverages, decorations or affiliate personnel; cash prizes, awards, plaques, or scholarships; re-granting; lobbying the County Commission or the Mayor, the judicial branch, or any public agency or office, or for propaganda materials; charitable contributions or donations; or events which are restricted to private or exclusive participation (by invitation and/or purchase requirements that exceed the cost of a typical, standard ticket to an event/performance), including restricting access to programs or facilities on the basis of race or ethnicity, color, creed, national origin, religion, age, gender, sexual orientation or physical ability.