

Memorandum



Date: November 15, 2022

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

Agenda Item No. 8(C)(1)

From: Daniella Levine Cava
Mayor

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

Resolution No. R-1097-22

Subject: Fiscal Year 2022-2023 Youth Arts Enrichment Grants Program
Recommendations for a Total of \$550,000.00

Executive Summary

This item is requesting that the Board of County Commissioners approve the recommendations of the Youth Arts Enrichment Grants Program Fiscal Year 2022-2023, totaling \$550,000.00 for 29 applicants. The recommendations are made by the Youth Arts Enrichment Grants program panel and the Cultural Affairs Council. The funds were allocated via the Fiscal Year 2022-2023 County budget.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the funding of 29 grants for a total of \$550,000.00 from the Fiscal Year 2022-2023 Youth Arts Enrichment Grants Program. 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 Youth Arts Enrichment Grants Program is derived from monies granted to the Department of Cultural Affairs from The Children’s Trust (\$550,000.00) and approved in the Department of Cultural Affairs’ FY 2022-2023 budget. Grant payments will be made through INFORMS Department Code: CU02010000, Fund: S1031, Project: CU_GTS_YEP.

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

The Youth Arts Enrichment Grants Panel convened on September 8, 2022, and recommended funding 29 applicants for a total of \$550,000.00. The Cultural Affairs Council convened on September 21, 2022, wherein the Fiscal Year 2022-2023 Youth Arts Enrichment (YEP) Grants Program recommendations of 29 applicants for a total of \$550,000.00 were approved unanimously.

The YEP Grants Program was created as a joint initiative of the Miami-Dade County Department of Cultural Affairs and The Children’s Trust. The objective of the YEP Grants Program is to enrich the lives of children through the arts by making the arts available to more children and families throughout Miami-Dade County, whereby children will have opportunities to have positive live arts experiences through:

- Arts Instruction
- Arts Intervention
- Healing/Expressive Arts
- In-school Arts Residencies and Performances
- Out-of-School/Public Arts Exhibitions and Performances

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 Youth Arts Enrichment Grants guidelines. Each applicant organization was evaluated specifically based on the following competitive review criteria: (1) impact of program; (2) artistic merit; (3) management and financial capability; (4) reach.

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.

Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners
Page No. 3



Morris Copeland
Chief Community Services Officer

Youth Arts Enrichment Program (YEP)
FY 2022-2023 Grant Award Recommendations

1 - **Adrienne Arsht Center Trust, Inc. d/b/a Adrienne Arsht Center for the Performing Arts of Miami-Dade County** **Recommended Award: \$20,000**

1300 Biscayne Boulevard
Miami, Florida 33132

District Location(s) for Project Activity: 2, 3, 6, 11

Accessing the Arts

Grant funds will be used to support Accessing the Arts for 200 students ages 3-18, October 1, 2022 - May 31, 2023 in ten Miami-Dade County Public Schools. Project activities will include performing arts skills that enhance academic, social, and personal development and growth. Participants will engage in music, drama, and dance, and benefit from rhythmic skill development, ensemble participation, singing, yoga and mindfulness, instrumental experiences, and creative movement.

2 - **Arts Ballet Theatre of Florida, Inc.** **Recommended Award: \$30,000**

15939 Biscayne Boulevard
North Miami Beach, Florida 33160

District Location(s) for Project Activity: 4

Arts Ballet goes to School at Ojus Elementary

Grant funds will be used to support the fourth year of Arts Ballet goes to Ojus Elementary School for 40 students in 2nd and 3rd grades, at Ojus Elementary School in Miami for a resident program of 20 weeks. Children will learn the basics of ballet and other dance styles. The program includes an introduction to ballet appreciation, theory of dance, ballet vocabulary, and Russian ballet style.

3 - **ArtSouth, A Not-For-Profit Corporation** **Recommended Award: \$30,000**

5825 SW 68 Street, #202
South Miami, Florida 33143

District Location(s) for Project Activity: 9

Arts Beyond the Classroom (ABC)

Grant funds will be used to support 150 students ages 6-15, October 24, 2022 - May 19, 2023 at the Sweet Home Academy in Perrine, Gibson Bethel Community Center in South Miami CRA and Chapman Partnership in Homestead. Project activities will include drawing, painting, dancing, singing and playing musical instruments. Participants will engage in visual arts, music and dance and benefit from learning public performance and art exhibition.

Youth Arts Enrichment Program (YEP)
FY 2022-2023 Grant Award Recommendations

4 - Brazilian Voices Inc.

Recommended Award: \$20,000

1792 Bell Tower Lane
Weston, Florida 33326

District Location(s) for Project Activity: 6

"Music, Kids & Wellness"

Grant funds will be used to support "Music, Kids & Wellness" for 700 children/students with disabilities ages 0 to 21, October 1, 2022 - May30, 2023 at the Nicklaus Children's Hospital and Miami Learning Experiences School in Miami-Dade County. Project activities will include music, singing and playing percussion instruments. Participants will engage in healing/soothing music and benefit from songs with percussion instruments as well as some movements and rhythms that promote overall wellbeing. All grant funds are used for activities that occur in Miami-Dade County.

5 - Community Arts and Culture

Recommended Award: \$10,000

5401 Collins Avenue
Miami Beach, Florida 33140

District Location(s) for Project Activity: 4, 12

"Inheritants"

Grant funds will be used to support the "Inheritants" portion of the Dia de los Muertos Celebration and Afro Roots Fest for 60 - 100 families, ages 1 to 18, on October 30, 2022 and at the Doral Yard and April 9, 2023 at the North Beach Bandshell. Project activities include free Afro indigenous workshops such as: a sugar skull station, community ancestral altar, pop up gallery, storytelling, face painting, dance and percussion workshops. Youth will learn about cultural and ancestral celebrations in our community.

6 - Coral Gables Congregational Church (United Church of Christ), Inc.

Recommended Award: \$30,000

3010 De Soto Boulevard
Coral Gables, Florida 33134

District Location(s) for Project Activity: 3, 6, 7

CAP Miami Jazz Institute Creative Heights

Grant funds will be used to support "CAP Miami Jazz Institute Creative Heights" for 100 students ages 10-18, from across Miami-Dade County, October 1, 2022 - May 27, 2023 at Coral Gables Congregational Church. Project activities will include twice-weekly harmony classes, instrument coaching and jam sessions. Participants will explore unique musical ideas, and benefit from skills that create freedom of expression over many styles, to prepare well-rounded musicians for today's varied performance demands.

Youth Arts Enrichment Program (YEP)
FY 2022-2023 Grant Award Recommendations

7 - El Ingenio Inc.

Recommended Award: \$30,000

6300 SW 20 Terrace
Miami, Florida 33155

District Location(s) for Project Activity: 5

Centro Mater Arts Education Project

Grant funds will be used to support the "Centro Mater Arts Education Project" program for 60 students, ages 6 to 12, from October 3, 2022 to May 16, 2023 at the Centro Mater East Center in Little Havana. Project activities will include theater, movement, music, and drawing. Participants will engage in painting, singing, dancing, acting, musical therapy, and makeup. Children will learn through art activities how to improve their skills and how to use them in a full, bilingual theater production.

8 - Fairchild Tropical Botanic Garden, Inc.

Recommended Award: \$10,000

10901 Old Cutler Road
Coral Gables, Florida 33156

District Location(s) for Project Activity: 7

"Miami, My Garden"

Grant funds will support "Miami My Garden" for 1000 students ages 12-18 years, from October 1, 2022 through April 31, 2023, from schools across Miami-Dade County. The project activities will include students creating short-form films that reimagine their community as a botanic garden and will be displayed publicly via smartphone-accessible signage displayed throughout the community. Participants will engage in filmmaking and storytelling and benefit from working collaboratively, public speaking and environmental stewardship.

9 - Friendship Circle of Miami, Inc.

Recommended Award: \$20,000

8700 SW 112 Street
Miami, Florida 33176

District Location(s) for Project Activity: 7

Friendship Circle Music Program

Grant funds will be used to support the Friendship Circle Music Program for 13 students with disabilities ages 6-22, from October 6, 2022 - May 24, 2023 at the Friendship Circle Campus in Miami. Project activities will include learning how to play various instruments, basic music theory and live performances. Participants will engage in music and benefit from learning how to play various instruments, socializing and building confidence amongst peers, learning music theory and developing fine and gross motor skills.

Youth Arts Enrichment Program (YEP)
FY 2022-2023 Grant Award Recommendations

10 - GableStage, Inc.

Recommended Award: \$10,000

1200 Anastasia Avenue
Coral Gables, Florida 33134

District Location(s) for Project Activity: 4, 6, 8, 10, 12

GableStage 2023 Shakespeare in the Schools Tour

Grant funds will be used to support GableStage's 2023 Shakespeare in the Schools Tour for 6,500 students ages 12-18, February 1 - April 30, 2023 at various Miami-Dade County Public Schools throughout the County. Project activities will include performances, talkbacks, and a study guide. Participants will engage in theatre and benefit from experiencing a live theatre production, meeting and learning from theatre professionals, and hands-on experience of the curriculum through Shakespeare.

11 - Karen Peterson and Dancers, Inc.

Recommended Award: \$10,000

11760 Southwest 72 Avenue
Miami, Florida 33156

District Location(s) for Project Activity: 5, 7, 8, 13

Inclusive Dance Comes to Your School

Grant funds will be used to support five in-school, ten-week dance residencies for students with disabilities, ages 13-18 years, at Palmetto Senior High School, Hialeah Senior High School, Cutler Bay Middle, and Miami Senior High School to prepare for a dance concert at the Miami Senior High School Auditorium. The project will include a physically integrated dance performance by KPD dancers along with the students, followed by an audience Q and A to stimulate conversation and address differences, disability, dance, and inclusion.

12 - M Ensemble Company, Inc.

Recommended Award: \$11,000

PO Box 1175
Miami, Florida 33127

District Location(s) for Project Activity: 3

STUDENTS ON STAGE

Grant funds will be used to support STUDENTS ON STAGE, an after school program for 15 students ages 6-13 years, from March 7 - May 7, 2023 at the Sandrell Rivers Theater in Liberty City. Project activities will include acting, movement and music for the stage. Participants will engage in theater games, learn dance routines and learn how to use percussion instruments to blend into the creative process. Students will also learn how a play is created while experiencing the joy of personal and social development through theatre arts.

Youth Arts Enrichment Program (YEP)
FY 2022-2023 Grant Award Recommendations

13 - Mahogany Youth Corporation

Recommended Award: \$10,000

1060 NW 85 Street
Miami, Florida 33150

District Location(s) for Project Activity: 1, 2, 7

Connecting Youth With Nature

Grant funds will be used to support Teach A Child To Fish for 50 youth with and without disabilities ages 6-18 years from October 1, 2022- May 31, 2023, at the His House Foster Care in Miami Gardens, Opa Locka Parks, and Learning Lab Center in Miami with instruction in 6 classrooms sessions and 3 outdoor nature experiences. The students will learn to explore nature with adaptive designed equipment for fishing, hiking, life skills, and STEAM activities. Students will also be integrating arts and nature through drawing, coloring, painting and music.

14 - Marjory Stoneman Douglas Biscayne Nature Center, Inc.

Recommended Award: \$10,000

6767 Crandon Boulevard
Key Biscayne, Florida 33149

District Location(s) for Project Activity: 7

A Day Where Art Meets Nature

Grant funds will be used to support A Day Where Art Meets Nature for 400 students, aged 6-17 years, from October 1, 2022 - May 31, 2023, at the Marjory Stoneman Douglas Biscayne Nature Center on Key Biscayne. Project activities will include outdoor art sessions, drawing, sculpture, dance, and poetry. Participants will engage in observing colors, textures, and patterns in nature under the instruction of local artists and create beautiful artwork combining what they have learned about nature and what they see.

15 - Miami City Ballet, Inc.

Recommended Award: \$30,000

2200 Liberty Avenue
Miami Beach, Florida 33139

District Location(s) for Project Activity: 5

Ballet Bus Year 8: Long-Term Arts Education Scholarships

Grant funds will be used to support Ballet Bus for 40 students ages 7-14, from October 1, 2022 - May 30, 2023 at Miami City Ballet School in Miami Beach. Project activities will include bus transportation and full scholarships to study ballet; wellness instruction; dance history; and performance opportunities. Participants will engage in dance training and benefit from: improved artistry, social-emotional development and family enrichment, which holistically contribute to a bright future.

Youth Arts Enrichment Program (YEP)
FY 2022-2023 Grant Award Recommendations

16 - Miami New Drama, Inc.

Recommended Award: \$30,000

1040 Lincoln Road
Miami Beach, Florida 33139

District Location(s) for Project Activity: 5, 10

Miami New Drama In-School Residencies

Grant funds will be used to support Miami New Drama In-School Residencies for 60 students ages 13-17, from October 3, 2022 - May 26, 2023 at Miami Beach Senior and Miami Coral Park Senior high schools. Project activities will include courses focused on theater history, writing, voice, movement, acting and design. Participants will engage in theater arts and benefit from training in performance and creation to develop tools for artistic and personal expression.

17 - Michael-Ann Russell Jewish Community Center, Inc.

Recommended Award: \$10,000

18900 NE 25 Avenue
North Miami Beach, Florida 33180

District Location(s) for Project Activity: 4

Alan & Diane Lieberman Children's Cultural Arts Series

Grant funds will be used to support the Alan and Diane Lieberman Children's Cultural Arts Series for 1,600 students, ages 5-12, from October 10, 2022 - May 30, 2023 at the Julius Littman Performing Arts Theater, in North Miami Beach. Project activities will include four professional shows with Q&A, advanced classroom prep with study guides, and reading the book (if applicable) on which the show is based. Participants will benefit from experiencing educational, values-based theatre in a professional theater setting.

18 - New World Symphony, Inc.

Recommended Award: \$10,000

500 17 Street
Miami Beach, Florida 33139

District Location(s) for Project Activity: 5

NWS Education Concerts

Grant funds will be used to support New World Symphony's Education Concerts for approximately 1,500 students ages 9-17, January 25 & 26, 2023 at the New World Center in Miami Beach, Florida. These thematic daytime concerts will introduce major orchestral works and composers to students from Miami-Dade County. A study guide will be sent in advance to all participating classes and roundtrip bus transportation will be provided free of charge.

Youth Arts Enrichment Program (YEP)
FY 2022-2023 Grant Award Recommendations

19 - O, Miami, Inc.
595 NW 91st Street
Miami, Florida 33150

Recommended Award: \$30,000

District Location(s) for Project Activity: 1, 2, 3, 7, 10, 13

O, Miami Classroom Residencies

Grant funds will be used to support O, Miami's Classroom Residencies for 150 students ages 6-17, from October 3, 2022 - May 30, 2023 at various Miami-Dade County Public Schools in Coconut Grove, Liberty City, Westchester and Morningside. Project activities will mix poetry with other art forms such as music and visual arts. Participants will engage in literary arts, performing arts and visual arts and benefit from thinking critically; discovering the value of their own stories; and gaining confidence.

20 - Orchestra Miami, Inc.
P.O. Box 7598
Miami, Florida 33255

Recommended Award: \$10,000

District Location(s) for Project Activity: 1, 2, 5, 8, 11, 13

Orchestra Miami/Carnegie Hall Link Up Program

Grant funds will be used to support the Orchestra Miami/Carnegie Hall Link Up program for 1,500 students ages 8-10 October 10, 2022 - May 26, 2023 at the Miami-Dade County Auditorium and in various Miami-Dade County public schools. Project activities include weekly lessons taught by MDCPS teachers, classroom activities with Orchestra Miami musicians culminating in a final concert where students perform with the orchestra. Participants will engage in music lessons, learning to play an instrument while learning about classical music.

21 - Saint Martha Concerts and Cultural Affairs, Inc.
1235 NE 96 Street
Miami Shores, Florida 33138

Recommended Award: \$10,000

District Location(s) for Project Activity: 3

Martha/Mary Concert Art Gallery

Grant funds will be used to support the Martha/Mary Concert Art Gallery for approximately 120 students ages 12 - 18 during the concert season at the Corpus Christi Catholic Church in Allapattah integrating the visual and performing arts. Project activities will include planning, mounting, and selling curated art works for concert goers. Participants will engage in the creation of works of art and benefit from learning how to exhibit and sell their own creations.

Youth Arts Enrichment Program (YEP)
FY 2022-2023 Grant Award Recommendations

22 - Seraphic Fire, Inc.

Recommended Award: \$30,000

2153 Coral Way, STE- 401
Miami, Florida 33145

District Location(s) for Project Activity: 3, 13

Choral Education Residency 2022-23

Grant funds will be used to support the Choral Education Residency for 35 students ages 8-11, from October 3, 2022 - May 15, 2023 at Spanish Lakes Elementary in North Miami. Project activities will include instruction in music theory and vocal technique provided by professional Seraphic Fire singers and the 2022-23 UM Choral Education Resident Teacher. Participants will engage in choral music and benefit from improved academic performance, enhanced life skills, and the inclusion of music in their lives.

23 - South Florida Arts & Counseling

Recommended Award: \$20,000

2727 NW 17 Terrace, #205
Miami, Florida 33125

District Location(s) for Project Activity: 3

My Talent, My Future

Grant funds will be used to support My Talent, My Future for 15 students with disabilities ages 7- 14, from November 1, 2022 - May 1, 2023 at Overtown Youth Center after school programming. Activities will include free music counseling, music instruction, expressive art interventions and music performances. Participants will engage in therapeutic musical expression and benefit from increasing their emotional and behavioral functioning while building music skills.

24 - South Florida Symphony Orchestra, Inc.

Recommended Award: \$10,000

2201 Wilton Drive, #12
Wilton Manors, Florida 33305

District Location(s) for Project Activity: 1, 4

Preserving Our Coral Reef: Teams of Success

Grant funds will be used to support the "Preserving Our Coral Reef" for 800 students in 2nd and 3rd grades taking place on March 1, 2023 at BridgePrep Academy and North Beach Band Shell in Miami Beach. Project activities will include attendance at symphony performances. Participants will engage in the concert music and benefit from science, tech, engineering, arts and math (STEAM) integrated learning activities. All grant funds are used for activities that occur in Miami-Dade County.

Youth Arts Enrichment Program (YEP)
FY 2022-2023 Grant Award Recommendations

25 - The Dance NOW! Ensemble, Inc.

Recommended Award: \$30,000

PO Box 416525

Miami Beach, Florida 33141

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

Dance NOW! Miami Long-Term Residency at South Miami Middle School

Grant funds will be used to support a Dance NOW! 10-week Public School Residency for 60 students ages 11-14, October 2022 - May 2023 at South Miami Middle School Dance Department. Students will benefit from participating in dance classes, creative workshops and seminars, creation of new works, coaching, performance opportunities and attending a free performance by Dance Now! Miami at the Little Haiti Cultural Complex.

26 - The Deering Estate Foundation, Inc.

Recommended Award: \$30,000

16701 SW 72 Avenue

Palmetto Bay, Florida 33157

District Location(s) for Project Activity: 8

Discover Deering STEM + Arts After-School Program

Grant funds will be used to support Discover Deering STEM + Arts After-School Program for 180 students ages 6-14, October 12, 2022 - May 31, 2023 at the Deering Estate in Palmetto Bay. Project activities will include poetry, painting, drawing, and photography of our natural environments. Participants will engage in STEAM activities and benefit from making connections to nature while documenting memories through integrated arts, environmental science and outdoor play.

27 - The Murray Dranoff Foundation, Inc.

Recommended Award: \$10,000

3550 Biscayne Boulevard, #702

Miami, Florida 33137

District Location(s) for Project Activity: 1, 3, 7, 8, 9, 13

PIANO SLAM 2023

Grant funds will be used to support PIANO SLAM 2023 for 9000 students ages 12-18, October 1, 2022 - May 30, 2023 at MDC Title 1 schools. Project activities will include in-school live music, poetry writing workshops and competition, and teacher professional development. Participants will engage in music, poetry, and creative writing and benefit from language development, creative and scientific exploration using music and science to learn while writing about music, art and cultural impact on physical well-being and public health.

Youth Arts Enrichment Program (YEP)
FY 2022-2023 Grant Award Recommendations

28 - The Opera Atelier, Inc.

Recommended Award: \$30,000

970 SW 1 Street, STE-408
Miami, Florida 33130

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

Opera Adventures

Grant funds will be used to support Opera Adventures for 25 students ages 9-17, from January 14 - April 29, 2023 at the Opera Atelier studios in the Miami neighborhood of Little Havana. Project activities will encompass learning and performing opera. Participants will engage in training and productions and benefit from learning singing, acting, elements of musicianship, staging, and other complementary disciplines, while developing self-discipline, concentration, and team work skills.

29 - Xavier Cortada Foundation, Inc.

Recommended Award: \$9,000

14275 SW 73rd Avenue
Palmetto Bay, Florida 33158

District Location(s) for Project Activity: 7

Cortada Science Art Academy at Pinecrest Gardens

Grant funds will be used to support the Cortada Science Art Academy for 50 5th grade students from October 11, 2022 - May 4, 2023 at Pinecrest Gardens. Project activities will include painting, drawing, ceramics and video production. Participants will engage in three 2-week-long modules and participate in socially engaged art, benefitting from using creativity and leadership to help conserve Florida's ecosystems, defend global biodiversity, and advance the work of climate scientists at the Earth's poles.



MEMORANDUM

(Revised)

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

DATE: November 15, 2022

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(C)(1)

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)(1)
11-15-22

RESOLUTION NO. R-1097-22

RESOLUTION AUTHORIZING THE FUNDING OF 29 GRANTS FOR A TOTAL OF \$550,000.00 FROM THE DEPARTMENT OF CULTURAL AFFAIRS FISCAL YEAR 2022-2023 YOUTH ARTS ENRICHMENT GRANTS PROGRAM 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 29 grants for a total of \$550,000.00 from the Fiscal Year 2022-2023 Youth Arts Enrichment Grants Program as follows:

1. Adrienne Arsht Center Trust, Inc. d/b/a Adrienne Arsht Center for the Performing Arts of Miami-Dade County	\$	20,000.00
2. Arts Ballet Theatre of Florida, Inc.	\$	30,000.00
3. ArtSouth, A Not-For-Profit Corporation	\$	30,000.00
4. Brazilian Voices Inc.	\$	20,000.00
5. Community Arts and Culture	\$	10,000.00
6. Coral Gables Congregational Church (United Church of Christ), Inc.	\$	30,000.00
7. El Ingenio Inc.	\$	30,000.00
8. Fairchild Tropical Botanic Garden, Inc.	\$	10,000.00
9. Friendship Circle of Miami, Inc.	\$	20,000.00
10. GableStage, Inc.	\$	10,000.00
11. Karen Peterson and Dancers, Inc.	\$	10,000.00
12. M Ensemble Company, Inc.	\$	11,000.00
13. Mahogany Youth Corporation	\$	10,000.00
14. Marjory Stoneman Douglas Biscayne Nature Center, Inc.	\$	10,000.00
15. Miami City Ballet, Inc.	\$	30,000.00
16. Miami New Drama, Inc.	\$	30,000.00

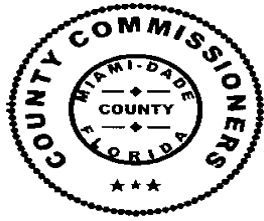
17.	Michael-Ann Russell Jewish Community Center, Inc.	\$	10,000.00
18.	New World Symphony, Inc.	\$	10,000.00
19.	O, Miami, Inc.	\$	30,000.00
20.	Orchestra Miami, Inc.	\$	10,000.00
21.	Saint Martha Concerts and Cultural Affairs, Inc.	\$	10,000.00
22.	Seraphic Fire, Inc.	\$	30,000.00
23.	South Florida Arts & Counseling	\$	20,000.00
24.	South Florida Symphony Orchestra, Inc.	\$	10,000.00
25.	The Dance NOW! Ensemble, Inc.	\$	30,000.00
26.	The Deering Estate Foundation, Inc.	\$	30,000.00
27.	The Murray Dranoff Foundation, Inc.	\$	10,000.00
28.	The Opera Atelier, Inc.	\$	30,000.00
29.	Xavier Cortada Foundation, Inc.	\$	9,000.00

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 **Oliver G. Gilbert, III** 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	Kionne L. McGhee	aye
Jean Monestime	aye	Raquel A. Regalado	aye
Rebeca Sosa	aye	Sen. Javier D. Souto	absent

The Chairperson thereupon declared this resolution duly passed and adopted this 15th day of November, 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

By: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Monica Rizo Perez



MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
FY 2022-2023 «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, 2022
8. GRANT END DATE: September 30, 2023
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 SAS-C and YEP GRANTS (October, 2022) – ARTICLES II, III, IV and V

ARTICLE II

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

2. **Amount and Payment of Grant Award:** The total amount of the grant is specified in Article I.2. By making this grant, Miami-Dade County assumes no obligation to provide financial support of any type whatever in excess of the total grant amount. 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.9. in the form specific to the program through which this grant is being awarded. **The Grantee agrees and expressly understands that in making Final Report to the Department, any deviation from the grant expense budget attached to the Agreement as the Restatement of Project Budget must be requested in writing to the Director for their consideration prior to the Grant End Date stated in Article I.6 and that any requested changes may not exceed fifty percent (50%) of the total amount of the grant award.** The Director, at their sole discretion, may require the Grantee to submit interim reports demonstrating progress on the project and accounting for project expenses to date. The Director may also require that a compilation statement or independent financial audit encompassing the entire grant period and accounting for the expenditure of grant funds be prepared by an independent certified public accountant at the expense of the Grantee.

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

Grantees of the Community Grants, Developing Arts in Neighborhoods Grant Program with operating budgets of \$50,000 or less, International Cultural Partnerships, Summer Arts & Science Camps for Kids, and Youth Arts Enrichment Grant Programs shall attach to the Final Report copies of original documentation conclusively demonstrating the expenditure of funds for the items indicated in the Restatement of Project Budget as grant award expenses. Documentation shall include, but not be limited to, copies of original bills, invoices, vouchers, receipts, and copies of canceled checks (front and rear) clearly designating payment for expenses associated with the event. Cash, money orders, and/or cashier's checks are not acceptable unless the Grantee demonstrates one of these methods of payment are the only forms of payment accepted by the vendor providing grant-related services and/or commodities. In those cases, the Grantee must provide a copy of a contract, invoice, receipt, or other documentation supporting such cash payment is received, marked "paid" and signed by the vendor. Documentation for credit card transactions must include a copy of the relevant monthly credit card statement highlighting the charge for the expense, and proof of remittance to the credit card issuing company confirming payment made and accepted for the expense incurred. Documentation for electronic peer-to-peer money transfer transactions must include a copy of the grantee's bank statement highlighting the charge for the expense and copies of service agreements, original bills, invoices, vouchers or receipts supporting the payment. The Director reserves the right to request original documentation to substantiate grant expenditures.

If the Grantee fails to submit the required Final Report by the deadline date specified in Article I.9., 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 or not purported to be related to this grant.

10. Publicity and Credits: The Grantee must include the following credit line in all printed and electronic promotional and marketing materials related to this grant including websites, news and press releases, public service announcements, broadcast media, event programs, videos, and publications: **"With the support of the Miami-Dade County Department of Cultural Affairs and the Cultural Affairs Council, the Miami-Dade County Mayor and Board of County Commissioners."** For radio, television and/or online broadcast, we require the following voice-over language: **"This program is supported in part by the Miami-Dade County Department of Cultural Affairs."** For television and online broadcast, display of the County logo and the "www.miamidadearts.org" web address is required. The grantee must also use the County's logo in marketing and publicity materials, including but not limited to newsletters, press releases, brochures, fliers, websites, online content or any other materials for dissemination to the media or general public. The County logo is available at www.miamidadearts.org under Grantee

Resources. Grantees are required to credit the County's support in any communications about the grant-funded project on social media platforms using @MiamiDadeArts and #MiamiDadeArts.

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

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

"[Provider Program Name] is funded by The Children's Trust. The Children's Trust is a dedicated source of revenue established by voter referendum to improve the lives of children and families in Miami-Dade County by making strategic investments in their future." To download an electronic version of The Children's Trust logo, please go to: [The Children's Trust Media Kit & Logos](#).

Note: In cases where funding by The Children's Trust represents only a percentage of the grantee's overall funding, the above language can be altered to read "[Provider Program Name] is funded in part by The Children's Trust..."

11. 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: 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;

- (a) Section 2-8.1- of the Miami-Dade County Code - Ownership Disclosure;
- (b) County Ordinance No. 90-133- Amending Sec. 2-8.1; (d)(2) - Employment Disclosure;
- (c) Section 2-8.6 -of the County Code - Criminal Record;
- (d) County Ordinance No. 92-15 codified as Section 2-8.1.2 of the County Code - Employment Drug-free Workplace;
- (e) County Ordinance No. 142-91 codified as Section 11A -29 et. seq. of the County Code – Family Leave;
- (f) 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;
- (g) 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.

Article II.2: Amount and Payment of Grant Award – ¶ 3:

Funded Summer Arts & Science Camps for Kids (SAS-C) projects will be paid to grantees according to the following timeframe, after the Clerk of the Board certifies and confirms the authorizing Ordinance/Resolution, and grant award contracts are fully and duly executed:

- 80% of award upon receipt of properly executed grant award agreements
- 20% of award upon project completion and review and approval of correct and complete final report and all required reporting documentation

Funded Youth Arts Enrichment Program (YEP) projects will be paid to grantees according to the following timeframe, after the Clerk of the Board certifies and confirms the authorizing Ordinance/Resolution, and grant award contracts are fully and duly executed:

- 50% of award upon receipt of properly executed grant award agreements
- 50% of award upon project completion and review and approval of correct and complete final report and all required reporting documentation

Article II.4: Project Budget – ¶ 2:

Indirect Administrative Costs

In no event shall Summer Arts & Science Camps for Kids (SAS-C) or Youth Arts Enrichment Program (YEP) grant funds be used for indirect administrative costs in excess of ten (10%) percent of the total grant award. “Indirect Administrative Costs” include operational costs that support the performance of programmatic functions but are not directly incurred as a result of the project.

Article II.5: Grant End Date – ¶ 2:

Project extensions beyond the Grant End Date as specified in Article I.6 are not permitted for Summer Arts & Science Camps for Kids (SAS-C) or Youth Arts Enrichment Program (YEP) grant projects.

Article II.6: Report Deadline – ¶ 5:

Additional Grant Reporting Requirements for the Summer Arts & Science Camps for Kids (SAS-C) Program and Youth Arts Enrichment Program (YEP)

In addition to the Final Report and documentation described in Article II.6, Grantees shall be subject to the requirements of the **SAS-C and YEP Contract Compliance Infraction Policy** as outlined below, which includes:

- evaluating grantee performance as it relates to future funding by incorporating prior year outcomes data and contractual compliance reporting information in the subsequent year’s grant application, and which will be taken into account in the application scoring criteria; and
- implementing automatic penalties for organizations having serious prior year compliance issues in subsequent year’s grant applications (see chart below).

Contract Compliance Issues include:

1) Late reporting (SAS-C, YEP Category A, YEP Category B, YEP Category C)

- For SAS-C, Final Reports are due within forty-five (45) days of the project completion date.
- For YEP, Final Reports are due within thirty (30) days of the project completion date.

- Final Reports will not be recorded as being submitted to the Department of Cultural Affairs until all required reporting components are submitted via the Department's online grants system, which include:
 - a. Final Report Forms
 - b. Final Report Expense Summary Template
 - c. Copies of cancelled checks or bank issued evidence of payments, together with corresponding invoices/receipts
 - d. 3 support documents related to the funded project, such as:
 - i. brochures / flyers
 - ii. press releases / news clips / advertisements
 - iii. sample photos or other media documenting project activities
 - iv. parent / student / teacher surveys or testimonials
 - e. Student Roster Template(s) (SAS-C / YEP Category A)
 - f. Youth Arts & Science Pre- and Post- Assessments (SAS-C / YEP Category A)
 - g. The Children's Trust Parent Satisfaction Survey (SAS-C / YEP Category A)
 - h. The Children's Trust Child Information Forms/ data (SAS-C / YEP Category A)
 - i. Student Attendance Log / Records (SAS-C / YEP Category A)

2) Total number of children/youth contracted to be served not met (SAS-C / YEP Category A)

3) Number of children/youth with disabilities contracted to be served not met (SAS-C / YEP Category A)

- a. At least ten (10%) percent of the total number of children/youth contracted to be served must be children/youth with disabilities. For definitions and more information on reporting about children with disabilities go to:

https://www.miamidadearts.org/sites/default/files/files/inline/cwd_priority_pops_definitions_samis_guide_2016-17.pdf

4) Insufficient Student Data (missing, incomplete, inaccurate, or insufficient attendance and/or pre/post assessments) (SAS-C / YEP Category A)

5) Failure to attend the required All Kids Included (AKI) Professional Development Workshop on Inclusion Strategies for Children and Youth with Disabilities as described in the SAS-C program guidelines (SAS-C)

The following table outlines the penalties that shall be imposed in subsequent year's grant applications for each of the infractions pertaining to the prior year contract compliance issues:

SAS-C and YEP Contract Compliance Infraction Policy								
Compliance Issue	Grant Program	Grace Period	Infraction	Penalty	Infraction	Penalty	Infraction	Penalty
1) Late reporting	• SAS-C • YEP Cat A • YEP Cat B • YEP Cat C	<=7 days	8-14 days	-3 points Mgt/Fin Capability	15-44 days	-5 points Mgt/Fin Capability	>44 days	1 year Ineligible
2) Total number of children/youth contracted to be served	• SAS-C • YEP Cat A	<=5%	6-10%	-3 points Mgt/Fin Capability	11-15%	-5 points Mgt/Fin Capability	>15%	1 year Ineligible

3) Number of children/youth with disabilities contracted to be served	• SAS-C • YEP Cat A	<=5%	6-10%	-3 points Mgt/Fin Capability	11-15%	-5 points Mgt/Fin Capability	>15%	1 year Ineligible
4) Insufficient Data	• SAS-C • YEP Cat A	<=10%	11-20%	-3 points Mgt/Fin Capability	21-30%	-5 points Mgt/Fin Capability	>30%	1 year Ineligible
a. Number of actual days attended	• SAS-C • YEP Cat A	<=5%	6-10%	-3 points Mgt/Fin Capability	11-15%	-5 points Mgt/Fin Capability	>15%	1 year Ineligible
b. Pre-Assessments	• SAS-C • YEP Cat A	<=5%	6-10%	-3 points Mgt/Fin Capability	11-15%	-5 points Mgt/Fin Capability	>15%	1 year Ineligible
c. Post-Assessments	• SAS-C • YEP Cat A	<=5%	6-10%	-3 points Mgt/Fin Capability	11-15%	-5 points Mgt/Fin Capability	>15%	1 year Ineligible
5) Failure to attend SAS-C Grantee Inclusion Workshop	• SAS-C	n/a	1 or more hours late	-3 points Mgt/Fin Capability	2 or more hours late	-5 points Mgt/Fin Capability	*absent	1 year Ineligible

* At their discretion, the SAS-C grant program administrator may take extenuating circumstances into account and recommend grantees who fail to attend the SAS-C Grantee Inclusion Workshop be given a 7-point penalty and permitted to apply in the subsequent year if they complete the virtual AKI Access Academy.

Measurable Outcomes and Programmatic Data Reporting Requirements for Summer Arts & Science Camps for Kids (SAS-C) Program and Youth Arts Enrichment Program (YEP) Category A - (for ongoing/long-term projects)

In addition to the Final Report and accompanying documentation described in Article II.6, Grantees awarded through SAS-C and YEP Category A (for ongoing / registration-based projects) shall submit documentation to measure the following outcome indicators:

Outcome and Target %	Participants to be Measured	Data Source / Measurement Tool	Timing
85% of children/youth improve proficiency of arts skills	SAS-C (Arts) YEP (Category A: long-term/ongoing projects)	Youth ARTS Program Participant Skills Assessment (Americans for the Arts, Youth ARTS Toolkit, 2003 – adapted)	Pre & Post
85% of children/youth improve science skills	SAS-C (Science)	Youth ARTS Program Participant Skills Assessment (Americans for the Arts, Youth ARTS Toolkit, 2003 – adapted)	Pre & Post
85% of children/youth will increase positive peer relationships	SAS-C YEP (Category A: long-term/ongoing projects)	Youth ARTS Pre & Post Assessment of Participant Peer Relationships (Americans for the Arts, Youth ARTS Toolkit, 2003 – adapted)	Pre & Post

Grantees shall also submit the Student Roster documenting participant demographics*, aggregate attendance, and performance measures as noted above.

*Demographics information required for CHILDREN/YOUTH participating in SAS-C and YEP Category A funded programs:

- Zip Code of children's residence
- Gender (male, female, other)
- Age Range in years (0-5, 6-12, 13-18, 19-22, Unknown)
- Race (American Indian or Alaskan Native, Asian, Black or African American, Pacific Islander, White, Other, Unknown)
- Ethnicity (Hispanic, Haitian, Other, Unknown)
- Child's Current Grade Range (Elementary, Middle, High School, Not in School)
- Child's Current School
- Disabilities served
- Disability Type
- Dependency
- Delinquency

Grantees funded through SAS-C and YEP Category A shall also utilize the Children's Trust Client Satisfaction Surveys provided electronically at the completion of the funded project.