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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA**

MEMORANDUM

Agenda Item No. 8(C)(2)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: December 12, 2023

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution authorizing the
funding of 30 grants for a total of
\$186,000.00 from the
Department of Cultural Affairs
Fiscal Year 2023-2024
Community Grants Program –
First Quarter for various entities;
waiving Resolution No. R-130-
06; authorizing the County
Mayor to execute grant
agreements and to exercise all
provisions, including the
cancellation provisions,
contained therein

Resolution No. R-1067-23

The accompanying resolution was prepared by the Cultural Affairs Department and placed on the agenda at the request of Prime Sponsor Commissioner Kionne L. McGhee.



Geri Bonzon-Keenan
County Attorney

GBK/gh

MDC001

Memorandum



Date: December 12, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava 
Mayor

Subject: Fiscal Year 2023-2024 Community Grants Program First Quarter
Recommendations for a total of \$186,000.00

Executive Summary

This item is requesting that the Board of County Commissioners approve the recommendations of the Community Grants Fiscal Year 2023-2024 First Quarter program (supporting events and activities in October, November, and December), totaling \$186,000.00 for 30 applicants. The Community Grants program supports cultural programs, projects and events, such as fairs, parades and neighborhood festivals on a quarterly basis. The program funds arts projects with strong community involvement and/or outreach component and is particularly sensitive to the needs of indigenous cultural neighborhood activities and projects encouraging the preservation of heritage, traditions and culture, as well as social service organizations and cultural groups developing collaborative intervention projects using the arts. An inclusive program, Community Grants supports approximately 100-125 projects each year from nonprofit organizations serving all thirteen districts. With four deadlines a year, the program welcomes applications for cultural projects that are reflective of the diverse population of Miami-Dade County. Applicants are offered one-on-one consultations, workshops and technical assistance, including a corrections process, prior to the panel review. The recommendations are made by the Community Grants program panel and the Cultural Affairs Council. The funds were allocated via the Fiscal Year 2023-2024 County budget.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the funding of 30 grants for a total of \$186,000.00 from the Fiscal Year 2023-2024 Community Grants Program – First 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' (Department) approved departmental revenues, as adopted in the Fiscal Year 2023-2024 County budget. Community Grants are disbursed through Department Fund S1031, Department: CU02010000, Account: 5606150000, Grant: No Grant, Project: CU_GTS_CGP, Activity: Grants. In the FY 2023-2024 Cultural Affairs budget, under Grants to Programs for Artists and Non-Profit Cultural Organizations, includes a total allocation of \$650,000.00.

Track Record/Monitor

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

Background

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.

It should be noted that the Community Grants program operates on a quarterly basis and when taken together all four quarters provide a picture of the entire year of activities and the broad diversity of applicants and projects. In addition, the Department's grants programs are promoted to hundreds of organizations and individuals through the Department's e-newsletter, through social media, in open workshops and on the Department's website. Interested applicants are encouraged to attend free, Zoom workshops that are held throughout the year and explain the grants process. One-on-one consultations also are offered in multiple languages. The Department's grants administrators work closely with applicants to ensure their success and account for the fact that virtually all of the nonprofits that apply are recommended for funding support. In addition, these grants administrators are friendly and knowledgeable and understand that it is essential to make applicants of all sizes and backgrounds feel welcome and well-served. Applications are fairly and thoroughly evaluated pursuant to the published review criteria in public meetings by volunteer community grants panels and applicants are encouraged to attend the meetings. Panels are chaired by members of the Department's advisory board, the Cultural Affairs Council, and panel members are appointed by the Council with the objective of ensuring that full diversity and broad expertise are represented.

The Community Grants Panel convened on August 25, 2023, and recommended funding 30 applicants for a total of \$186,000.00. The Cultural Affairs Council convened on September 20, 2023, wherein the Fiscal Year 2023-2024 Community Grants Program First Quarter recommendations of 30 applicants for a total of \$186,000.00 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. 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.

Even though we are steadily emerging from the impact of COVID-19 on public programs scheduled for the First Quarter (October 1, 2023 – December 31, 2023), we continue to evaluate each proposal 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; if necessary, the Department is prepared to exercise appropriate contractual flexibility to include virtual programs and other program delivery strategies, as may be necessary.

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 2023-2024 Community Grants (CG) – 1st Quarter
Grant Award Recommendations**

1- Afrikin Foundation, Inc.

Recommended Award: \$6,370

2408 Florida Street
West Palm Beach, Florida 33406
AfriKin Art Fair 2023
12/3/2023 - 12/15/2023

District Location(s) for Project Activity: 2

Funds are requested to support the “Afrikin Art Fair 2023,” “Miami's Contemporary Africana Art Fair: Celebrating the Beauty and Brilliance of Global Africa,” which explores the fusion of Afrofuturism and traditional African aesthetics with Artificial Intelligence (AI) taking place at Scott Galvin Community Center. All grant funds are used for activities that occur in Miami-Dade County.

2- Afro Borinken Roots Performing Group, Inc.

Recommended Award: \$6,370

500 NW 36 Street, #302
Miami, Florida 33127
Parrandón Navideño (Puerto Rican Christmas Concert)
12/9/2023 - 12/9/2023

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

Funds are requested to support “Parrandón Navideño,” a holiday concert featuring traditional Puerto Rican Christmas music and dances, including Villancicos (Christmas Carols), Aguinaldos (Folk Music), Plena y Bomba (Afro-Puerto Rican rhythms), and traditional plena dancing taking place at the Teatro Trail / Trail Theater.

3- Alyans Atizay Ayisyen, Inc. d/b/a Haitian Cultural Arts Alliance, Inc.

Recommended Award: \$6,370

225 NE 59 Street
Miami, Florida 33137
Defiance: Open Resistance; Bold Disobedience
11/10/2023 - 12/31/2023

District Location(s) for Project Activity: 3

Funds are requested to support “Defiance: Open Resistance; Bold Disobedience,” a documentary photography exhibition featuring images by Miami-based photojournalists and programming curated by Carl Juste aimed to spark conversations about democracy, protest, and defiance in the post-George Floyd United States, accompanied by a series of public discussions, workshops, and performances focusing on South Florida taking place at IPC ArtSpace.

**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 2023-2024 Community Grants (CG) – 1st Quarter
Grant Award Recommendations**

4- Art for Us, Inc.

Recommended Award: \$6,370

10 SW South River Drive Neo Loft, #1904
Miami, Florida 33130
Aves al Viento (Birds to the Wind)
11/4/2023 - 11/5/2023

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

Funds are requested to support two presentations of the multidisciplinary musical “Aves al Viento (Birds to the Wind), which explores the themes of immigration, uprooting, and family separation, depicting the journey of immigrants taking place at Adriana Barraza Acting Studio.

5- Arts Ballet Theatre of Florida, Inc. afa Iberoamerican Art Foundation, Inc.

Recommended Award: \$6,370

15939 Biscayne Boulevard
North Miami Beach, Florida 33160
Cinema Venezuela 2023
10/3/2023 - 12/30/2023

District Location(s) for Project Activity: 4, 5

Funds are requested to support the “Cinema Venezuela 2023,” a film festival featuring Venezuelan-made films followed by panel discussions by industry professionals taking place at Miami Dade College Koubek Memorial Center.

6- Arts Connection Foundation, Inc.

Recommended Award: \$6,370

1829 SW 22 Terrace
Miami, Florida 33145
Miami New Media Festival 2023
10/7/2023 - 12/10/2023

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

Funds are requested to support the 18th edition of the “Miami New Media Festival,” a curated exhibition showcasing video art, performances, and site-specific installations created with emerging and low technological platforms. This year's program takes place at the I.D. Art Lab, Doral Contemporary Art Museum - DORCAM, and Arthur & Polly Mays Conservatory of the Arts, and will feature the topic, “Global Healing.”

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**Miami-Dade County Department of Cultural Affairs
FY 2023-2024 Community Grants (CG) – 1st Quarter
Grant Award Recommendations**

7- Center for Social Change, Inc. a/f/a The Things Lab **Recommended Award: \$4,670**
2103 Coral Way, #200
Miami, Florida 33145
The Things Lab
10/1/2023 - 3/31/2024

District Location(s) for Project Activity: 5

Funds are requested to support the inaugural pop-up of "The Things Lab," an interactive thrift-type store art installation and community space that doubles as a lending library for a curated collection of items. All the materials and objects procured for this initiative are rescued from landfills, and through creative repurposing, they are granted new life and purpose, promoting sustainable practices and reducing waste.

8- Center for Social Change, Inc. a/f/a Impact.Edition **Recommended Award: \$6,370**
2103 Coral Way, #200
Miami, Florida 33145
Who Is Miami: Storytelling for Change
11/24/2023 - 12/22/2023

District Location(s) for Project Activity: 2, 3, 5, 6, 9

Funds are requested to support the multimedia transit storytelling exhibition "Who Is Miami: Storytelling for Change," a photodocumentary aimed to highlight the efforts of local changemakers advancing social and environmental justice in Miami. This exhibit will be displayed in bus stop shelters throughout Miami-Dade.

9- Centro Cultural de Puerto Rico en el Sur De La Florida, Inc. **Recommended Award: \$4,247**
7740 SW 100 Court
Miami, Florida 33173
Primer Encuentro De Trovadores (First Meeting of Troubadours)
11/12/2023 - 11/12/2023

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

Funds are requested to support "Primer Encuentro De Trovadores (First Meeting of Troubadours)," an interactive musical presentation celebrating history, art, poetry, cuisine, and music through Cuban and Puerto Rican troubadours improvising audience-provided statements into song-poems, showcasing the vibrant folkloric traditions of both cultures taking place at the Rebeca Sosa Theater.

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**Miami-Dade County Department of Cultural Affairs
FY 2023-2024 Community Grants (CG) – 1st Quarter
Grant Award Recommendations**

10- Collaboartive, Inc.

Recommended Award: \$6,370

4726 SW 75 Avenue
Miami, Florida 33155
Creative Play Programming
10/2/2023 - 12/20/2023

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

Funds are requested to support "Creative Play programming" a monthly open artist residence program showcasing exhibitions and activations by local artists, including workshops and artist talks taking place at the InterContinental Miami Hotel.

11- Community Performing Arts Association, Inc.

Recommended Award: \$6,370

15250 SW 108 Avenue
Miami, Florida 33157
La Griteria Cultural Artistic Festival
12/9/2023 - 12/9/2023

District Location(s) for Project Activity: 9, 12

Funds are requested to support "La Griteria Cultural Artistic Festival," an annual holiday street festival featuring a parade, ethnic cuisine, live music, dance performances, and artisan showcases, highlighting the rich cultural traditions of Central and South America with a special focus on Nicaraguan heritage taking place in downtown City of Sweetwater.

12- Cuatrogatos Foundation, Inc.

Recommended Award: \$6,370

10854 SW 88 Street, #412
Miami, Florida 33176
The Reading Festival / Fiesta de la Lectura
10/3/2023 - 10/8/2023

District Location(s) for Project Activity: 5, 6, 7, 9, 10, 12

Funds are requested to support the eleventh "The Reading Festival / Fiesta de la Lectura," a six-day event celebrating literature and arts during Hispanic Heritage Month featuring encounters with authors, storytellers, theater, and workshops, focusing on the theme of "respect and inclusion" taking place at Artefactus Black Box, Miami Dade College Koubek Memorial Center, Le Jardin Community Center, Macondo Coffee Roasters - Coral Gables, and various public schools in Miami-Dade.

**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 2023-2024 Community Grants (CG) – 1st Quarter
Grant Award Recommendations**

13- De La Cruz Theater Performing Art, Inc.

Recommended Award: \$6,370

8001 NW 7 Street, #4

Miami, Florida 33126

La Freddy de Cuba (Cuba's Freddy)

10/20/2023 - 10/22/2023

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

Funds are requested to support 'La Freddy de Cuba (Cuba's Freddy),' an immersive original musical play set in the late 1950s, delving into the lives of Cuban female singers, including the notable La Freddy, uncovering untold stories while celebrating Cuban's heritage taking place at Sandrell Rivers Theater.

14- Doral Symphony Orchestra, Inc.

Recommended Award: \$6,370

9852 NW 52 Lane

Doral, Florida 33178

Winter Serenade: A Christmas Concert in Doral

12/8/2023 - 12/8/2023

District Location(s) for Project Activity: 12

Funds are requested to support "Winter Serenade: A Christmas Concert in Doral," an orchestral concert featuring traditional Christmas pieces and classical compositions taking place at Doral Meadow Park.

15- Due to Arts, Inc.

Recommended Award: \$4,670

9300 NW 25 Street, #105

Doral, Florida 33172

Due to Arts Annual Festival

12/10/2023 - 12/10/2023

District Location(s) for Project Activity: 11, 12

Funds are requested to support "Due to Arts Annual Festival," a talent festival where students taking dance, vocal, and instrumental music classes are given the opportunity to showcase their talents and have their skills evaluated by qualified industry professionals and educators, encouraging and inspiring excellence and improvement taking place at Florida International University's Herbert and Nicole Wertheim Performing Arts Center

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**Miami-Dade County Department of Cultural Affairs
FY 2023-2024 Community Grants (CG) – 1st Quarter
Grant Award Recommendations**

16- Florida Dance Education Organization, Inc.

Recommended Award: \$6,370

8901 SW 79 Court
Miami, Florida 33156
Daniel Lewis Dance Sampler
10/2/2023 - 12/30/2023

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

Funds are requested to support the thirteenth annual "Daniel Lewis Dance Sampler," featuring two live performances and one online video dance performance showcasing Florida's diverse dance community offerings taking place at the New World School of the Arts.

17- Friends of the Underline, Inc.

Recommended Award: \$6,370

1800 SW 1 Avenue, #504
Miami, Florida 33129
1st Annual Miami River Holiday Boat Parade
12/2/2023 - 12/2/2023

District Location(s) for Project Activity: 2, 3, 5

Funds are requested to support the "1st Annual Miami River Holiday Boat Parade," a public event featuring 40 festively decorated vessels parading through various riverfront parks and locations along The Underline's River Room including a fireworks show, live music, children's activities, and food trucks.

18- Havfama, Inc.

Recommended Award: \$6,370

120 NW 86 Court
Miami, Florida 33126
We are Humans / Somos Humanos
10/1/2023 - 12/16/2023

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

Funds are requested to support "We are Humans / Somos Humanos," an eight-week long artistic presentation and educational workshop centered around a play by Oscar Reconco, which addresses themes such as immigration, gender identification, inclusion, equality, and education about sexual diseases and living with HIV taking place at Havanafama Theatrical Company, De Hostos Senior Center and Miami Social Club Adult Day Care

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**Miami-Dade County Department of Cultural Affairs
FY 2023-2024 Community Grants (CG) – 1st Quarter
Grant Award Recommendations**

19- Intentional Provisions Outreach Corporation a/f/a Tawana Dixon Recommended Award: **\$6,370**

1799 SW 8 Street
Homestead, Florida 33030
Art Beat
11/18/2023 - 11/18/2023

District Location(s) for Project Activity: 3, 9

Funds are requested to support “Art Beat,” a multi-disciplinary art exhibition featuring live music, performances and spoken word by local female artists from underserved communities throughout Miami-Dade County taking place at The Johnathan Schultz Gallery.

20- Les Ailes Du Desir Foundation, Inc. dba Miami Circus Arts Center Recommended Award: **\$6,370**

1395 NW 22 Street
Miami, Florida 33142
Circus Day at the Park - 2023 Edition
12/17/2023 - 12/17/2023

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

Funds are requested to support “Circus Day at the Park,” an immersive family-oriented modern circus spectacle featuring performances, interactive sessions, circus apparatuses, and artistic activities taking place at Historic Virginia Key Beach.

21- Merrick Festival Incorporated Recommended Award: **\$8,493**

3125 Segovia Street
Coral Gables, Florida 33134
2023 Caroling Competition
11/1/2023 - 12/31/2023

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

Funds are requested to support the thirty-seventh annual “Caroling Competition,” a holiday showcasing the musical choir talents of over 1,500 young people from 30 Miami-Dade schools taking place on the steps of the 550 Building in Coral Gables.

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**Miami-Dade County Department of Cultural Affairs
FY 2023-2024 Community Grants (CG) – 1st Quarter
Grant Award Recommendations**

22- Miami Art Club, Inc.

Recommended Award: \$4,670

7795 West Flagler Street, #18

Miami, Florida 33144

Holiday Art Show

12/10/2023 - 12/10/2023

District Location(s) for Project Activity: 6

Funds are requested to support the "Holiday Art Show," a multi-disciplinary art exhibition showcasing artwork by Miami-Dade County artists aimed to celebrate creativity and engage the community in appreciating and supporting the arts taking place at Miami Art Club.

23- Miamibloco, Inc.

Recommended Award: \$6,370

1645 SW 36 Avenue

Miami, Florida 33145

Miamibloco Fall Season Show

10/1/2023 - 12/16/2023

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

Funds are requested to support the 'Miamibloco Fall Season Show,' a unique cultural experience showcasing Afro-Brazilian rhythms and techniques through music, dance, and circus elements taking place Miami Beach Bandshell.

24- Music in Miami, Inc.

Recommended Award: \$6,370

2941 NE 185 Street, #1308

Aventura, Florida 33180

Music in Miami 2023-2024 Concert Series

12/4/2023 - 7/31/2024

District Location(s) for Project Activity:

Funds are requested to support the "Music in Miami 2023-2024 Concert Series," musical concerts showcasing Cuban and Latin American colonial art compositions and instrumentation taking place at Gesu Catholic Church and St. Michael the Archangel Catholic Church.

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**Miami-Dade County Department of Cultural Affairs
FY 2023-2024 Community Grants (CG) – 1st Quarter
Grant Award Recommendations**

25- North Bay Village

Recommended Award: \$6,370

1666 Kennedy Causeway, #300
North Bay Village, Florida 33141
Halloween Celebration and Winter Wonderland
10/26/2023 - 12/23/2023

District Location(s) for Project Activity: 4

Funds are requested to support two holiday events, "Halloween Celebration and Winter Wonderland," festive events featuring music performances aimed to provide unique experiences for the community taking place at Dr. Paul Vogel Community Park.

26- Pioneer Winter Collective, Inc. a/f/a Juraj Kojas

Recommended Award: \$6,370

14640 NW 17 Drive
Miami, Florida 33167
Home is in the Heart: The House. The Kitchen
10/1/2023 - 12/15/2023

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

Funds are requested to support "Home is in the Heart: The House. The Kitchen," an interactive multimedia solo production that immerses audiences in the preparation of a traditional Slovakian dish, guided by the artist's personal childhood memories and family history. This captivating experience invites active audience participation and is taking place at The Bridge Miami.

27- Sybarite Productions, Inc.

Recommended Award: \$6,370

634 NE 71 Street
Miami, Florida 33138
LOVEisLOVE Miami
10/14/2023 - 10/14/2023

District Location(s) for Project Activity: 1, 3

Funds are requested to support "LovelsLove Miami," a free community art and culture event featuring local and musical and dance performances, a screening of locally made short films, local artists painting live, and local food, drink, and craft vendors taking place at the Miami Beach Bandshell.

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**Miami-Dade County Department of Cultural Affairs
FY 2023-2024 Community Grants (CG) – 1st Quarter
Grant Award Recommendations**

28- TL Tango Lovers Organization, Inc. d/b/a Global Arts Organization Recommended Award: **\$6,370**

5241 SW 154 Place
Miami, Florida 33185
Volver by Tango Lovers
10/1/2023 - 12/31/2023

District Location(s) for Project Activity: 8, 10, 11

Funds are requested to support the presentation of "VOLVER (The Comeback) by Tango Lovers" a live performance showcasing the fusion and evolution of tango taking place at Dennis C. Moss Cultural Arts Center with free tango dance classes for the public taking place at German American Club of Miami.

29- World Strings Music, Inc. Recommended Award: **\$6,370**

5741 SW 165 Court
Miami, Florida 33193
Secret Symphonic Concert
12/2/2023 - 12/2/2023

District Location(s) for Project Activity: 9, 11

Funds are requested to support the "Secret Symphonic Concert," a musical performance through diverse musical genres accompanied by symphonic musicians, a soprano, and a dancer, with technology-enhanced visuals by local and international artists taking place at Xstrings - Professional Audio and Video Studios.

30- Zunzun Arts & Education, Inc. Recommended Award: **\$6,370**

11031 SW 47 Street
Miami, Florida 33165
Carols and Chocolate
12/10/2023 - 12/17/2023

District Location(s) for Project Activity: 5, 8, 9, 10

Funds are requested to support the annual "Carols and Chocolate," a traveling and interactive performance based on a repertoire of traditional songs and tales, in which musicians, actors, and visual artists provide cultural and educational performances that incorporate songs from different regions around the world. The event will take place at the Artefactus Cultural Center, Le Jardin Community Center, Centro Mater School, and Redland Christian Migrant Association's (RCMA) Schools: Redland, South Dade, and Fernando Villa.

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MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: December 12, 2023

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)
12-12-23

RESOLUTION NO. R-1067-23

RESOLUTION AUTHORIZING THE FUNDING OF 30 GRANTS FOR A TOTAL OF \$186,000.00 FROM THE DEPARTMENT OF CULTURAL AFFAIRS FISCAL YEAR 2023-2024 COMMUNITY GRANTS PROGRAM – FIRST 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 30 grants for a total of \$186,000.00 from the Fiscal Year 2023-2024 Community Grants Program – First Quarter as follows:

Fiscal Year 2023-2024 Community Grants Program – First Quarter

1	Afrikin Foundation, Inc.	\$6,370.00
2	Afro Borinken Roots Performing Group, Inc.	\$6,370.00
3	Alyans Atizay Ayisyen, Inc. d/b/a Haitian Cultural Arts Alliance, Inc.	\$6,370.00
4	Art for Us, Inc.	\$6,370.00
5	Arts Ballet Theatre of Florida, Inc. afa Iberoamerican Art Foundation, Inc.	\$6,370.00
6	Arts Connection Foundation, Inc.	\$6,370.00
7	Center for Social Change, Inc. a/f/a The Things Lab	\$4,670.00
8	Center for Social Change, Inc. a/f/a Impact.Edition	\$6,370.00
9	Centro Cultural de Puerto Rico en el Sur De La Florida, Inc.	\$4,247.00
10	Collaboartive, Inc.	\$6,370.00
11	Community Performing Arts Association, Inc.	\$6,370.00
12	Cuatrogatos Foundation, Inc.	\$6,370.00
13	De La Cruz Theater Performing Art, Inc.	\$6,370.00

14	Doral Symphony Orchestra, Inc.	\$6,370.00
15	Due to Arts, Inc.	\$4,670.00
16	Florida Dance Education Organization, Inc.	\$6,370.00
17	Friends of the Underline, Inc.	\$6,370.00
18	Havfama, Inc.	\$6,370.00
19	Intentional Provisions Outreach Corporation a/f/a Tawana Dixon	\$6,370.00
20	Les Ailes Du Desir Foundation, Inc. dba Miami Circus Arts Center	\$6,370.00
21	Merrick Festival Incorporated	\$8,493.00
22	Miami Art Club, Inc.	\$4,670.00
23	Miamibloco, Inc.	\$6,370.00
24	Music in Miami, Inc.	\$6,370.00
25	North Bay Village	\$6,370.00
26	Pioneer Winter Collective, Inc. a/f/a Juraj Kojcs	\$6,370.00
27	Sybarite Productions, Inc.	\$6,370.00
28	TL Tango Lovers Organization, Inc. d/b/a Global Arts Organization	\$6,370.00
29	World Strings Music, Inc.	\$6,370.00
30	Zunzun Arts & Education, Inc.	\$6,370.00

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 **Kionne L. McGhee**, 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:

Oliver G. Gilbert, III, Chairman	aye		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	absent	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	aye
Roberto J. Gonzalez	aye	Keon Hardemon	absent
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 12th day of December, 2023. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

MRP

Monica Rizo Perez



MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
FY 2023-2024 «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, 20223
8. GRANT END DATE: September 30, 2024
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, 2022 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, 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 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, 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.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: 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:

- (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.