

MEMORANDUM

Agenda Item No. 8(C)(1)

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

DATE: June 4, 2024

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution authorizing the funding of 30 grants for a total of \$900,000.00 from the Department of Cultural Affairs Fiscal Year 2023-2024 Summer Arts & Science Camps for Kids Grants Program 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-484-24

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.



Gerí Bonzon-Keenan
County Attorney

GBK/jp

Memorandum



Date: June 4, 2024

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

From: Daniella Levine Cava 
Mayor

Subject: FY 2023-2024 Summer Arts & Science Camps for Kids Grant Award
Recommendations in Amount of \$900,000.00

Executive Summary

This item is requesting that the Board of County Commissioners approve the award recommendations of the Summer Arts & Science Camps for Kids (SAS-C) Grants Program totaling \$900,000.00 for 30 applicants. The recommendations are made by the Summer Arts & Science Camps for Kids (SAS-C) Grants Panel and the Cultural Affairs Council (Council). The funds were allocated via the FY 2023-2024 Miami-Dade County's Budget.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the funding of 30 grants, totaling \$900,000.00, for the FY 2023-2024 Summer Arts & Science Camps for Kids (SAS-C) Grants Program. 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 of County Commissioners) be waived in order to expedite the allocation of funding support for these time-sensitive youth arts programs.

Scope

The impact of this agenda item is countywide.

Delegation of Authority

In accordance with Section 2-8.3 of the Miami-Dade Code related to identifying delegation of Board authority, there are no authorities beyond that specified in the resolution which includes authority for the County Mayor and/or County Mayor's designee to execute the grant agreements and exercise all provisions, including cancellation provisions contained therein.

Fiscal Impact/Funding Source

Funding for the FY 2023-2024 Summer Arts & Science Camps for Kids Grants Program is derived from funds granted to the Miami- Dade County Department of Cultural Affairs (Department) from The Children's Trust (\$825,000) and funds from departmental proprietary revenues (\$75,000) and approved in the Department's FY 2023-2024 budget. All grant award recommendations are contingent upon approval by the Board and County Mayor and are subject to availability of funds. Grant payments will be made through INFORMS Department Code: CU02010000, Fund: S1031, Project: CU_GTS_SAS_C.

Track Record/Monitor

Each nonprofit cultural organization recommended for funding has a track record for responding to Department grant requirements and contractual conditions. Marialaura Leslie, Director of the Department, is responsible for monitoring the grant contracts.

Background

The SAS-C 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 SAS-C Grants Program is to allocate funding to nonprofit organizations that will provide underserved children in Miami-Dade County with opportunities to attend high quality cultural arts or science summer camp programs at little or no cost. Funding through the SAS-C Grants Program is intended to augment existing programs, providing more children with the opportunity to participate in cultural arts and science summer camps. Applicants to this program must have a minimum one-year track record of providing high quality arts or science summer camp programs for children and/or youth in Miami-Dade County.

The Department's grants programs are promoted to hundreds of organizations and individuals through the Department's website, e-newsletter, press releases, social media platforms, recurring workshops and informational flyers. The Department also promotes the programs through partner organizations and collaborations with Commission District offices. Applicants are offered one-on-one consultations, workshops, and technical assistance, including a corrections process, prior to the panel review.

The Panel specifically evaluated each applicant organization based on the following competitive review criteria: (1) impact, (2) artistic/scientific merit, (3) management capability, and (4) reach/priority considerations.

Priority attention for evaluating applications was given to:

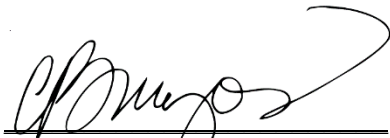
- projects that addressed children whose ability to participate in such programs may be limited by geography, economics, or disability;
- projects in which unduplicated children underwritten by SAS-C funding will attend the camp program for four weeks or more; and
- projects offering expanded programs and/or capacity in order to reach a broader population of underserved children.

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 of County Commissioners) be waived. These grants recommendations are being submitted to the Board immediately subsequent to their thorough evaluation by the Cultural Affairs Council and while the Department simultaneously issues grant agreements for execution by grantees, subject to the Board's approval of this agenda item. It is in the best interest of the County to waive Resolution No. R-130-06 and proceed in this manner in order to expedite grant allocations for time-sensitive youth arts programs. 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 grant funds are used strictly for the activities that are listed in this memorandum and represented in the subsequent grant agreements.

The FY 2023-2024 SAS-C Grants Panel convened on February 22, 2024 and made these funding recommendations. The Cultural Affairs Council convened on March 20, 2024, wherein the FY 2023-2024 SAS-C recommendations of 30 applicants for a total of \$900,000.00 were approved unanimously.

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

A handwritten signature in black ink, appearing to read 'C. Burgos', is written over a horizontal line.

Cathy Burgos, LCSW
Chief Community Services Officer

**Miami-Dade County Department of Cultural Affairs
FY 2023-24 Summer Arts & Science Camps for Kids (SAS-C)
Grant Award Recommendations**

Grant # 1 - Arts Ballet Theatre of Florida, Inc.

Recommended Award: \$40,000

15939 Biscayne Boulevard
North Miami Beach, Florida 33160
Arts Ballet Summer Programs 2024
District Location(s) for Project Activity: 4

Grant funds are requested to support scholarships for 30 students ages 6-17, to attend the Arts Ballet Summer Programs from June 10 - August 17, 2024, at the Arts Ballet Studios in North Miami Beach. Camp activities will include dance, music, and art training. Participants will engage in ballet, contemporary, flamenco, hip-hop, music, and art classes. Students will learn other dance forms to develop essential character and life skills that empower success.

Grant # 2 - ArtSouth, A Not-For-Profit Corporation

Recommended Award: \$40,000

900 East Perrine Avenue
Palmetto Bay, Florida 33157
ArtSouth's Creative Arts Summer Camp
District Location(s) for Project Activity: 8, 3

Grant funds are requested to support scholarships for 56 students ages 6-15, to attend ArtSouth's Creative Arts Summer Camp from June 17 - August 9, 2024, at Miami Dade College Homestead Campus, Young Men's Preparatory Academy in Miami, and Sweet Home Academy in Perrine. Camp activities will include a variety of arts disciplines. Participants will engage in visual arts, music and dance and learn ballet, hip-hop, modern dance, 2 & 3-D design, singing and playing musical instruments.

Grant # 3 - CodeArt, Inc.

Recommended Award: \$13,941

550 NW 42nd Avenue
Miami, Florida 33126
Future Tech LeadHERs Summer Bootcamp
District Location(s) for Project Activity: 6

Grant funds are requested to support scholarships for 11 students ages 11-14, to attend Code/Art's Future Tech LeadHERs 2-week bootcamp from July 22 - August 2, 2024, at the Carnival Center for Excellence in the Flagami neighborhood. Camp activities will include computer science (CS) + art + tech projects, where campers will learn how to code video games, apps and art. Participants will also learn real-world applications of CS and get to explore career pathways in STEM.

**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 2023-24 Summer Arts & Science Camps for Kids (SAS-C)
Grant Award Recommendations**

Grant # 4 - Diva Arts & Entertainment, Inc.

Recommended Award: \$40,000

4331 NW 194 Street

Miami, Florida 33055

Arts & Academics for Excellence Youth Summer Camp

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

Grant funds are requested to support scholarships for 35 students ages 5-14, to attend the Arts & Academics for Excellence Youth Summer Camp from June 17 - August 2, 2024, at Diva Arts Dance Studio, in Miami Gardens. Camp activities will include dance, personal development, fashion, literacy, life skills, career readiness and technology. Participants will engage in an integrated curriculum that will help them to improve artistically, socially and academically.

Grant # 5 - Due to Arts, Inc.

Recommended Award: \$15,292

9300 NW 25 Street

Suite 105

Doral, Florida 33172

Performing Arts Summer Camp

District Location(s) for Project Activity: 12

Grant funds are requested to support scholarships for 12 students ages 7-13, to attend the Performing Arts Summer Camp from June 17 - August 9, 2024, at Due to Arts, Inc. located in Doral. Camp activities will include acting classes, corporal expression, dancing, etiquette, stage techniques and much more. Participants will learn discipline, consistency, focus and benefit from increased artistic ability and value-driven personal growth.

Grant # 6 - El Ingenio Inc.

Recommended Award: \$40,000

6300 SW 20th Terrace

Miami, Florida 33155

Innovative Musical Theater Camp.

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

Grant funds are requested to support scholarships for 30 students ages 6-12, to attend the Innovative Musical Theater Camp from June 10 - August 2, 2024, at Centro Mater in Little Havana. Camp activities will include a variety of arts and science disciplines. Participants will engage in acting, singing, music, science experiments, dance, art, and crafts. Participants will use an original score performed with instruments made from recyclable materials in a bilingual play.

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**Miami-Dade County Department of Cultural Affairs
FY 2023-24 Summer Arts & Science Camps for Kids (SAS-C)
Grant Award Recommendations**

Grant # 7 - Fantasy Theatre Factory, Inc.

Recommended Award: \$40,000

6103 NW 7 Avenue

Miami, Florida 33127

Fantasy Theatre Factory's Theater Arts Summer Camp

District Location(s) for Project Activity: 3

Grant funds are requested to support scholarships for 15 students ages 9-14, to attend the Fantasy Theatre Factory's Theater Arts Summer Camp from June 10 - August 2, 2024, at the Sandrell Rivers Theater in Liberty City. Camp activities will include acting, playwriting, technical production, voice, movement, dance and circus arts. Participants will engage in creating and rehearsing an original, multidisciplinary theatrical production and learn the diverse skills necessary to achieve in the arts.

Grant # 8 - Florida International University Board of Trustees

Recommended Award: \$24,583

11200 SW 8 Street

WPAC Room 110E

Miami, Florida 33199

FIU Theatre Summer Camp

District Location(s) for Project Activity: 11

Grant funds are requested to support scholarships for 12 students ages 6-17, to attend FIU Theatre Camp from July 8 - July 26, 2024, at the Wertheim Performing Arts Center on FIU's South Campus in Miami/Sweetwater. Camp activities will include public speaking, self-expression, and working collaboratively to create and perform an original production. Participants will engage in theatre crafts, writing, performance, and develop self-confidence and raise self-esteem.

Grant # 9 - Friends of the Bass Museum, Inc. dba BASS

Recommended Award: \$40,000

2100 Collins Avenue

Miami Beach, Florida 33139

IDEAS Summer Art Camps 2024

District Location(s) for Project Activity: 5

Grant funds are requested to support scholarships for 36 students ages 5-12, to attend IDEAS Summer Art Camps, from June 10 - August 9, 2024, at The Bass. Project activities will include week-long, themed visual arts activities designed to introduce campers to the IDEAS process and Design Thinking. Participants will engage in design challenges and hands-on artmaking, and benefit from the development of artmaking and 21st-century skills.

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**Miami-Dade County Department of Cultural Affairs
FY 2023-24 Summer Arts & Science Camps for Kids (SAS-C)
Grant Award Recommendations**

Grant # 10 - Homestead Youth Arts Center, Inc.

Recommended Award: \$40,000

112 North Krome Avenue

Homestead, Florida 33030

Advance through Dance Summer Camp

District Location(s) for Project Activity: 9

Grant funds are requested to support scholarships for 30 students ages 5-17, to attend the Advance through Dance Camp from June 10 - August 2, 2024, at Paramount Dance Studios in Homestead. Camp activities include learning the fundamentals of ballet, tap, jazz, lyrical and hip-hop, while also exploring the realms of visual arts, creative writing, and engaging in STEM activities. Participants will engage in a multifaceted program and learn creative problem-solving and artistic expression.

Grant #11 - IFCM Corp.

Recommended Award: \$12,877

3 Island Avenue, 3J

Miami Beach, Florida 33139

FilmGate Miami's Youth Filmmaker and Podcast Making Bootcamps

District Location(s) for Project Activity: 5

Grant funds are requested to support scholarships for 15 students ages 12-17, to attend FilmGate Miami's Youth Filmmaker and Podcast Making Bootcamp from June 17 - 28, 2024 (session 1), and July 22-August 2, 2024 (session 2), in Miami Beach. Camp activities will include learning basic skills for acting, lighting, filming, editing and sound recording. Participants will learn the necessary skills of visual and audio storytelling and create projects that can be used to add to college acceptance portfolios.

Grant # 12 - Locust Projects, Inc.

Recommended Award: \$13,059

297 NE 67th Street

Miami, Florida 33138

Locust Art Builders (LAB): Summer Art Intensive for Teens in 2024

District Location(s) for Project Activity: 3

Grant funds are requested to support scholarships for 30 students ages 15-18, to attend LAB: Summer Art Intensive for Teens from June 18 - July 27, 2024, at Locust Project's new space in Miami's Little River neighborhood. Camp activities include professional artist workshops, learning about creative careers, and building an exhibition from scratch. Participants will learn technical artistic skills, and experiment with different media, tools, and techniques.

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**Miami-Dade County Department of Cultural Affairs
FY 2023-24 Summer Arts & Science Camps for Kids (SAS-C)
Grant Award Recommendations**

Grant # 13 - Mahogany Youth Corporation

Recommended Award: \$40,000

Dr. Henry Mack K-8 WLR

Miami, Florida 33147

Connecting Youth With Nature

District Location(s) for Project Activity: 2, 9, 7, 13

Grant funds are requested to support scholarships for 20 students ages 6-18, to attend Mahogany Youth Corporation's Connecting Youth to Nature Camp from June 10 - July 26, 2024, at the Dr. Henry K. Mack K-8 School in West Little River. Camp activities include fishing, cooking, swimming, snorkeling, robotics, shark tagging, high-quality scientific research, and nature experiences. Participants will study marine science, technology, engineering, art, and math.

Grant # 14 - Marjory Stoneman Douglas Biscayne Nature Center, Inc.

Recommended Award: \$40,000

6767 Crandon Boulevard

Key Biscayne, Florida 33149

Summer by the Sea

District Location(s) for Project Activity: 7

Grant funds are requested to support scholarships for 50 students ages 8-12, to attend the Summer by the Sea Camp from June 10 - August 2, 2024, at the Marjory Stoneman Douglas Biscayne Nature Center in Crandon Park, Key Biscayne. Camp activities will include exploring South Florida habitats, kayaking, snorkeling, yoga, photography, music, dance, and art. Participants will engage in activities relating to life sciences, visual and performing arts and learn life enhancing facts and skills.

Grant # 15 - Miami City Ballet, Inc.

Recommended Award: \$40,000

2200 Liberty Avenue

Miami Beach, Florida 33139

Miami City Ballet School 2024 Summer Dance Camp

District Location(s) for Project Activity: 5

Grant funds are requested to support scholarships for 15 students ages 10-19, to attend the Miami City Ballet School 2024 Summer Dance Camp from June 24 - July 26, 2024, at Miami City Ballet Studios in Miami Beach. Camp activities will include advanced dance training and extra-curricular enrichment activities. Participants will engage in a training schedule that includes ballet technique, contemporary dance, repertory variations, and Pilates, and learn dance history and music appreciation.

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**Miami-Dade County Department of Cultural Affairs
FY 2023-24 Summer Arts & Science Camps for Kids (SAS-C)
Grant Award Recommendations**

Grant # 16 - Miami New Drama, Inc.

Recommended Award: \$40,000

1040 Lincoln Road

Miami Beach, Florida 33139

Miami New Drama Summer Theater Intensives

District Location(s) for Project Activity: 5

Grant funds are requested to support scholarships for 20 students ages 8-12, to attend the Miami New Drama Summer Theater Intensive from July 8 - August 9, 2024, at the Miami Beach Regional Library in Miami Beach. Camp activities will include courses focused on writing, voice, movement, acting, and design. Participants will engage in theater and learn the process for creating a show, tools for self-expression, and performance and technical theater training.

Grant # 17 - Miami Stage Company/Miami Children's Theater Inc.

Recommended Award: \$24,707

11155 SW 112 Avenue

Miami, Florida 33176

MCT Summer Camps 2024

District Location(s) for Project Activity: 7

Grant funds are requested to support scholarships for 45 students ages 5-18, to attend Miami Children's Theater's Creative Camps and Broadway Bound Camp from June 10 - August 3, 2024, at the Alper JCC in Kendall. Camp activities will include staging a musical theater production every four weeks. Participants will engage in all disciplines surrounding musical theater and learn singing, dancing, acting and technical theater skills.

Grant # 18 - Miami Theater Center Inc.

Recommended Award: \$40,000

9806 NE 2nd Avenue

Miami Shores, Florida 33138

MTC Musical Theater Summer Camp

District Location(s) for Project Activity: 3

Grant funds are requested to support scholarships for 20 students ages 8-14, to attend the MTC Musical Theater Summer Camp from June 10 - August 9, 2024, at the Miami Theater Center in Miami Shores. Camp activities will include acting, dance, and music. Participants will be guided by expert teaching artists to create unique shows by scripting and choreographing.

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**Miami-Dade County Department of Cultural Affairs
FY 2023-24 Summer Arts & Science Camps for Kids (SAS-C)
Grant Award Recommendations**

Grant # 19 - Moonlighter FabLab, Inc.

Recommended Award: \$22,064

1661 Pennsylvania Avenue
Miami Beach, Florida 33139
Summer STEAM Maker Camp
District Location(s) for Project Activity: 5

Grant funds are requested to support scholarships for 25 students ages 7-12, to attend the Summer STEAM Maker Camp from July 8 - August 9, 2024, at Moonlighter FabLab in Miami Beach. Camp activities will include digital fabrication, 3-D printing, 3-D and 2-D design, design thinking, circuitry, engineering, entrepreneurship and more. Participants will be challenged with a new project theme each week and learn the technical skills needed to solve the real-world problem with a project they create.

Grant # 20 - Museum of Contemporary Art, Inc.

Recommended Award: \$25,424

770 NE 125th Street
North Miami, Florida 33161
MOCA Summer Art Camps 2024
District Location(s) for Project Activity: 3

Grant funds are requested to support scholarships for 22 students ages 6-13, to attend MOCA Summer Art Camps from June 10 - August 16, 2024, at the Museum of Contemporary Art in North Miami. Camp activities will include studio arts and dynamic design. Participants will engage in 2-D and 3-D artmaking and learn drawing, painting and sculpture, digital photography, and graphic design.

Grant # 21 - Paige and Friends Helping Hands Inc.

Recommended Award: \$23,783

67 NW 183rd Street
Miami Gardens, Florida 33169
PAF Techs Coding, Robotics, AI, STEAM Camp
District Location(s) for Project Activity: 1, 1, 1

Grant funds are requested to support scholarships for 15 students ages 11-17, to attend the PAF Techs Coding, Robotics, AI, STEAM Camp from June 17 - July 26, 2024, at Miami Carol City Middle School in Carol City. Campers will engage in fun, easy to follow, hands-on lessons that align with Next Generation Science Standards facilitated by certified robotics/science teachers. Participants will learn coding, programming, spatial reasoning, robotic engineering, and computer science, along with interpersonal skills.

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**Miami-Dade County Department of Cultural Affairs
FY 2023-24 Summer Arts & Science Camps for Kids (SAS-C)
Grant Award Recommendations**

Grant # 22 - Para Bajitos Inc.

Recommended Award: \$21,295

420 SW 12th Avenue
#1005
Miami, Florida 33130
Para Bajitos Summer Camp 2024
District Location(s) for Project Activity: 6

Grant funds are requested to support scholarships for 40 students ages 6-12, to attend the Para Bajitos Summer Camp 2024 from June 10 - August 2, 2024, at the Westchester Cultural Art Center. Camp activities will include theater, visual arts, and music classes. Participants will engage in playwriting, acting, scenography, drawing, painting, rhythm, and dance. Classes will be bilingual (English and Spanish) and the final show will be performed fully in Spanish.

Grant # 23 - South Florida Youth Symphony, Inc.

Recommended Award: \$25,877

12645 SW 114 Avenue
Miami, Florida 33176
2024 Summer Music Academy
District Location(s) for Project Activity: 2

Grant funds are requested to support scholarships for 50 students ages 7-18, to attend the 2024 Summer Music Academy from June 17 - July 12, 2024, at the Miami Dade College North Campus. Camp activities will include learning to play and perform an instrument, studying the form of music, learning keyboard skills and rhythmic skills to help in musical expressions. Participants will engage in a variety of music activities and learn skills necessary to perform.

Grant # 24 - South Temple Empowerment Project, Inc.

Recommended Award: \$18,652

4400 NW 17 Avenue
Miami, Florida 33142
2024 STEAM SUMMER CAMP
District Location(s) for Project Activity: 3

Grant funds are requested to support scholarships for 30 students ages 6-14, to attend the 2024 STEAM SUMMER CAMP from June 10 - July 26, 2024, at South Temple Empowerment Project's (STEP) headquarters in Liberty City. Camp activities include arts and science projects to inspire, educate, and expose students to a variety of arts and science careers. Participants will take weekly field trips and attend classes taught by local artists that will prepare students for an artistic production and performance to showcase in STEP's gallery.

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**Miami-Dade County Department of Cultural Affairs
FY 2023-24 Summer Arts & Science Camps for Kids (SAS-C)
Grant Award Recommendations**

Grant # 25 - The Children's Voice Chorus, Inc.

Recommended Award: \$40,000

14401 Old Cutler Road

Palmetto Bay, Florida 33158

The Children's Voice Choral Camp - Making the Music Video

District Location(s) for Project Activity: 8

Grant funds are requested to support scholarships for 50 students ages 8-17, to attend The Children's Voice Choral Camp - Making the Music Video from July 8 - August 2, 2024, at the Old Cutler Presbyterian Church in Palmetto Bay. Activities will include beginning through advanced choral instruction, music theory, dance, and film and audio production. Participants will engage in music education and choral rehearsals and learn musicianship, songwriting, and vocal technique.

Grant # 26 - The Florida City Foundation, Inc.

Recommended Award: \$25,008

404 West Palm Drive

Florida City, Florida 33034

Florida City Foundation STEM Summer Camp

District Location(s) for Project Activity: 9

Grant funds are requested to support scholarships for 30 students ages 11-14, to attend the Florida City Foundation STEM Summer Camp from June 10th - August 9, 2024, at the Florida City Youth Activity Center in Florida City. Camp activities include STEM, aeroponic gardening, art, recreation, swimming, and field trips. Participants will engage in STEM, gardening, arts, creativity, and learn to be innovative art and STEM thinkers and leaders.

Grant # 27 - The Opera Atelier, Inc.

Recommended Award: \$40,000

970 SW 1st Street

Suite 408

Miami, Florida 33130

The MOZ-Art Program

District Location(s) for Project Activity: 5

Grant funds are requested to support scholarships for 20 students ages 9-17, to attend the MOZ-ART Program from June 12 - July 23, 2024, in Little Havana. Activities will include sequential training in opera, musical, and zarzuela. Participants will study singing, diction, theory, and notation, participating in coaching, and rehearsals, and culminating with productions at the Manuel Artime Theater, with additional performances of zarzuela and musical selections in various Miami-Dade venues.

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**Miami-Dade County Department of Cultural Affairs
FY 2023-24 Summer Arts & Science Camps for Kids (SAS-C)
Grant Award Recommendations**

Grant # 28 - The Salvation Army

Recommended Award: \$25,592

1907 NW 38th Street
Miami, Florida 33142
The Salvation Army Miami Music Camp
District Location(s) for Project Activity: 3

Grant funds are requested to support scholarships for 54 students ages 7-16, to attend The Salvation Army Miami Music Camp from June 10 - July 6, 2024, at North Miami Corps in Miami. Camp activities include morning and afternoon music instruction for all levels, field trips and a recital at the Little Haiti Cultural Center. Participants will study brass, piano, xylophone, string instruments, digital production and learn fundamental music and performance skills.

Grant # 29 - University of Miami

Recommended Award: \$24,017

1320 South Dixie Highway
Suite 650
Coral Gables, Florida 33146
University of Miami Science Summer Camp
District Location(s) for Project Activity: 7

Grant funds are requested to support scholarships for 25 students ages 13-17, to attend UM Science Summer Camp from June 26 - July 24, 2024, at the University of Miami in Coral Gables. Camp activities will include lectures, laboratory hands-on activities, and fun competitions related to nanotechnology, 3-D printing, sustainability as well as integrated technology/art. Participants will engage in science rich activities, and develop critical thinking, teamwork, and career development skills.

Grant # 30 - Voices of Miami, Inc

Recommended Award: \$23,829

1520 NW 2nd Street
Miami, Florida 33125
Allegro Summer Camp 2024
District Location(s) for Project Activity: 5

Grant funds are requested to support scholarships for 15 students ages 4-15, to attend the Allegro Summer Camp 2024 from June 17 - July 26, 2024, at the St. Michael the Archangel School in Miami. Camp activities include music, dance, plastic arts, and acting. Participants will engage all the artistic disciplines taught culminating in a special end of camp presentation.

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MEMORANDUM

(Revised)

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

DATE: June 4, 2024

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)
6-4-24

RESOLUTION NO. R-484-24

RESOLUTION AUTHORIZING THE FUNDING OF 30 GRANTS FOR A TOTAL OF \$900,000.00 FROM THE DEPARTMENT OF CULTURAL AFFAIRS FISCAL YEAR 2023-2024 SUMMER ARTS & SCIENCE CAMPS FOR KIDS 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 30 grants for a total of \$900,000.00 from the Fiscal Year 2023-2024 Summer Arts & Science Camps for Kids Grants Program as follows:

1	Arts Ballet Theatre of Florida, Inc.	\$40,000.00
2	ArtSouth, A Not-For-Profit Corporation	\$40,000.00
3	CodeArt, Inc.	\$13,941.00
4	Diva Arts & Entertainment, Inc.	\$40,000.00
5	Due to Arts, Inc.	\$15,292.00
6	El Ingenio Inc.	\$40,000.00
7	Fantasy Theatre Factory, Inc.	\$40,000.00
8	Florida International University Board of Trustees	\$24,583.00

9	Friends of the Bass Museum, Inc. dba BASS	\$40,000.00
10	Homestead Youth Arts Center, Inc.	\$40,000.00
11	IFCM Corp.	\$12,877.00
12	Locust Projects, Inc.	\$13,059.00
13	Mahogany Youth Corporation	\$40,000.00
14	Marjory Stoneman Douglas Biscayne Nature Center, Inc.	\$40,000.00
15	Miami City Ballet, Inc.	\$40,000.00
16	Miami New Drama, Inc.	\$40,000.00
17	Miami Stage Company/Miami Children's Theater Inc.	\$24,707.00
18	Miami Theater Center Inc.	\$40,000.00
19	Moonlighter FabLab, Inc.	\$22,064.00
20	Museum of Contemporary Art, Inc.	\$25,424.00
21	Paige and Friends Helping Hands Inc.	\$23,783.00
22	Para Bajitos Inc.	\$21,295.00
23	South Florida Youth Symphony, Inc.	\$25,877.00
24	South Temple Empowerment Project, Inc	\$18,652.00
25	The Children's Voice Chorus, Inc.	\$40,000.00
26	The Florida City Foundation, Inc.	\$25,008.00
27	The Opera Atelier, Inc.	\$40,000.00
28	The Salvation Army	\$25,592.00
29	University of Miami	\$24,017.00
30	Voices of Miami, Inc	\$23,829.00

This Board further waives the requirements of Resolution No. R-130-06 requiring all contracts to be in final form and executed by the party contracting with the County, 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 **Anthony Rodriguez**, who moved its adoption. The motion was seconded by Commissioner **Juan Carlos Bermudez** 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	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	absent
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	absent	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 4th day of June, 2024. 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.

mjs

Monica Rizo Perez
Melanie J. Spencer

SAS-C Grant Program Grant Agreement - Article I

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS SUMMER ARTS AND SCIENCE CAMPS FOR KIDS GRANT 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 (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: (FEIN:)

,

2. AMOUNT OF GRANT: \$

3. 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. GRANT START DATE:

6. GRANT END DATE:

7. PROJECT START DATE:

8. PROJECT END DATE:

9. REPORT DEADLINE:

MDC020

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

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

Juan Fernandez-Barquin, Clerk of the Court and Comptroller

ATTEST:

Deputy Clerk

Date

Director, Miami-Dade County Department of Cultural Affairs

GRANTEE: Articles I, II, III, IV and V, together with their exhibits, the 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, 2023 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 **MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS SUMMER ARTS AND SCIENCE CAMPS FOR KIDS GRANT PROGRAM** and within the scope of the budget submitted in the attached.

Printed First and Last Name of Official #1:

Title of Authorized Official #1:

Signature Authorized Official #1:

Printed First and Last Name of Official #2:

Title of Authorized Official #2:

Signature Authorized Official #2:

Approved for form and legal sufficiency by the Miami-Dade County Attorney (10/2023)

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
GENERAL TERMS AND CONDITIONS FOR SAS-C and YEP GRANTS (October, 2023) – 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:

SAS-C Grantees:

- SAS-C grantees are required to submit a Final Report within forty-five (45) days of the Project End Date, as specified in Article I.9 – Report Deadline.
- Final Reports will be reviewed by the Grant Administrator within thirty (30) days of submission via SurveyMonkey Apply. If corrections to the Final Report are required, grantees will be notified by the Grant Administrator of the deadline to make the required corrections. Failure to make the corrections by the deadline given and have a complete and correct final report on file by October 30th following the grant end date, will deem grantees ineligible to apply or be considered for funding in the subsequent grant cycle, and may result in rescindment of part or all of the grant award.

YEP Grantees:

- YEP grantees are required to submit a Final Report within thirty (30) thirty days of the Project End Date, as specified in Article I.9 – Report Deadline.
- Final Reports will be reviewed by the Grant Administrator within thirty (30) days of submission via SurveyMonkey Apply. If corrections to the Final Report are required, grantees will be notified by the Grant Administrator of the deadline to make the required corrections. Failure to make the corrections by the deadline given and have a complete and correct final report on file by August 30th following the grant end date, will deem grantees ineligible to apply or be considered for funding in the subsequent grant cycle, and may result in rescindment of part or all of the grant award.

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. All Final Report Tasks in SurveyMonkey Apply
 - 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 Child Information Forms/ data (SAS-C / YEP Category A)
 - h. 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 fifteen (15%) 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