

MEMORANDUM

Agenda Item No. 8(C)(1)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

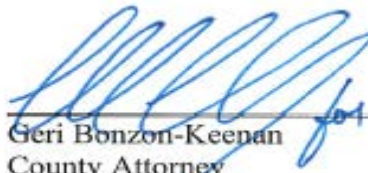
DATE: October 21, 2025

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution authorizing the funding of 23 grants for a total of \$141,000.00 from the Department of Cultural Affairs Fiscal Year 2024-2025 Community Grants Program – fourth 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-1016-25

The accompanying resolution was prepared by the Cultural Affairs Department and placed on the agenda at the request of Prime Sponsor Senator René García.



Geri Bonzon-Keenan
County Attorney

GBK/ks

Memorandum



Date: October 21, 2025

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: Fiscal Year 2024-2025 Community Grants Program - Fourth Quarter
Recommendations for a total of \$141,000.00

Executive Summary

This item is requesting that the Board of County Commissioners approve the recommendations of the Fiscal Year 2024-2025 Community Grants Program - Fourth Quarter (supporting events and activities in July, August and September), totaling \$141,000.00 in grants for 23 applicants. The Community Grants Program (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. The Miami-Dade County Department of Cultural Affairs (Department) 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 recommendations are made by the Community Grants Program Panel and the Cultural Affairs Council. The funds were allocated via the Fiscal Year 2024-2025 Miami- Dade County budget.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the funding of 23 grants, totaling \$141,000.00, from the Fiscal Year 2024-2025 Community Grants Program – Fourth 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/or County 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 the Department of Cultural Affairs' approved departmental revenues, as adopted in the Fiscal Year 2024-2025 County budget, identified in Ordinance 24-102 attachment H page 46 and amended in the Mid-year Supplemental Budget Adjustment, Ordinance 25-46 attachment K page 22. Cultural grants funding is supported by a number of revenue sources that combine to provide the resources for these grants and programs including Tourist Development Tax (TDT), TDT Reserve, Carryover, Convention Development Tax (CDT), The Children's Trust and General Fund. Community Grants are disbursed through Department Fund S1031, Department: CU02010000, Account: 5606150000, Grant: No Grant, Project: CU_GTS_CGP, Activity: Grants.

Track Record/Monitor

Each recommended organization has a track record for responding to Departmental grant requirements and contractual conditions. Marialaura Leslie, Director of the 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, social media platforms, open workshops and on the Department's website. Interested applicants are encouraged to attend free in-person and virtual workshops that are held throughout the year that 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, knowledgeable and understand that it is essential to make applicants of all sizes and backgrounds feel welcomed and well-served. Applications are fairly and thoroughly evaluated pursuant to the published review criteria in public meetings by volunteers who serve on the program's review panel, and applicants are strongly 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 April 24, 2025 and recommended funding all 23 applicants for a total of \$141,000.00. The Cultural Affairs Council convened on June 18, 2025, wherein the Fiscal Year 2024-2025 Community Grants Program – Fourth Quarter recommendation to fund 23 applicants for a total of \$141,000.00 was approved unanimously.

The projects selected for funding represent a diversified range of activities and demographic locations. In their deliberations, the Panel and Council carefully considered and applied 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 has submitted the grant agreements to the grantees for their execution and such agreements will be executed by the County following Board approval. This “dual track” approach saves from one to two months of time in providing funding support to projects that have been evaluated through a thorough and already lengthy grants review process. As a safeguard, the Department negotiates the grant agreements by closely adhering to the descriptions of projects that are summarized in the list of grant projects attached to this memorandum to ensure that County grant funds are used strictly for the activities that are listed in this memorandum and represented in the subsequent grant agreements.

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



Cathy Burgos, LCSW
Chief Community Services Officer

**Miami-Dade County Department of Cultural Affairs
FY 2024-2025 Community Grants (CG) – 4th Quarter
Grant Award Recommendations**

1- 4 A Tempo Ensemble, Inc.

Recommended Award: \$6,635

8011 W 6 Avenue, C
Hialeah, Florida 33014
American Classical Composers Music Concert
7/6/2025 - 7/6/2025

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

Funds are requested to support the “American Classical Composers Music Concert,” a free musical performance suitable for all ages showcasing the stylistic diversity of American classical music, from symphonic masterpieces like Appalachian Spring and Rhapsody in Blue to operatic selections from Porgy and Bess and Einstein on the Beach. The program will feature works by renowned composers such as Aaron Copland, George Gershwin, Samuel Barber, Florence Price, and Leonard Bernstein, performed by local musicians. Creative planning, rehearsals and administrative coordination will take place in District 13, culminating in a public concert at the Miami Beach Community Church.

2- Algo Nuevo Incorporated

Recommended Award: \$6,635

66 W Flagler Street, #900, PMB 10320
Miami, Florida 33130
Música Para el Alma (Music for the Soul) Summer Performances
7/20/2025 - 9/21/2025

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

Funds are requested to support the interactive theatrical experience of “Música Para el Alma (Music for the Soul) Summer Performances,” a monthly multidisciplinary community showcase. The program will feature public open-mic sessions, performances by the Rescued Artists, a diverse collective of Miami-Dade seniors including musicians, singers, dancers, drag performers, and poets and live music by the Algo Nuevo Band. Program planning, cast and crew rehearsals, and logistical management will take place in District 5 with the events scheduled to take place at Tropical Restaurant La Casa Del Churrasco in Hialeah, a non-traditional neighborhood cultural venue.

3- Beatriz Valdes Studio, Inc.

Recommended Award: \$4,423

10702 NW 77 Street
Medley, Florida 33178
Manteca
7/11/2025 - 7/20/2025

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

Funds are requested to support “Manteca,” a dramatic theatrical comedy, set during Cuba's "Special Period"—a severe economic crisis that followed the collapse of the Soviet Union in 1991. The play explores themes of survival, family, and resilience, and will be performed by a cast of local and international artists. The play will feature original Cuban music by Miami-based musicians Jesús Pupo and Danay Suárez. Pre-production activities, including planning and rehearsals, will be conducted in District 12, with the final public theatrical performance taking place at the historic Tower Theater in Little Havana.

**The districts identified for each grantee indicate the location(s) of the majority of the organizer's performance(s)/event(s)/project(s) and the grantee's corporate address. Please note 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 2024-2025 Community Grants (CG) – 4th Quarter
Grant Award Recommendations**

4- Caro Events, Inc.

Recommended Award: \$6,635

7900 SW 148 Avenue, #1
Miami, Florida 33193
Concertazo in the Summer
8/22/2025 - 8/22/2025

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

Funds are requested to support "Concertazo in the Summer," a musical concert featuring a blend of opera, zarzuela, musical theater, and operetta. Performed by local and international artists, the event will showcase works by renowned composers such as Giuseppe Verdi, Giacomo Puccini, Manuel de Falla, Franz Lehár, and Andrew Lloyd Webber. Artistic development and performance rehearsals will take place in District 11, culminating in a public concert at St. Dominic Catholic Church, located in the Flagami neighborhood.

5- Center for Social Change, Inc. a/f/a Maria Gabriela Esquivel

Recommended Award: \$6,635

2103 Coral Way, #200
Miami, Florida 33145
Costa Rica & USA: A Fusion Through Music
9/28/2025 - 9/28/2025

District Location(s) for Project Activity: 5, 11

Funds are requested to support "Costa Rica & USA: A Fusion Through Music," a musical performance and visual art exhibition suitable for all ages. This interactive, multi-sensory experience, presented in celebration of Hispanic Heritage Month, will feature original artwork and music by Miami-Dade artist Gabriela Esquivel, along with performances by local musicians. Artistic planning and rehearsals will take place in District 5, culminating in a live musical performance at the Miami Beach Botanical Garden.

6- Chinese Language Teachers Association of South Florida, Inc.

Recommended Award: \$6,635

11000 Ellison Wilson Road
North Palm Beach, Florida 33408
2025 Chinese Culture Festival
9/27/2025 - 9/27/2025

District Location(s) for Project Activity: 11

Funds are requested to support the "2025 Chinese Culture Festival," an immersive cultural event celebrating Chinese traditions. The festival will feature live musical and dance performances, along with hands-on interactive activities such as a Chinese crafts workshop, calligraphy demonstrations, dumpling-making, and a Chinese language student showcase. The event will take place at the Graham Center Ballroom at Florida International University's (FIU) main campus in Westchester. All grant funds will be used for activities occurring in Miami-Dade County.

**The districts identified for each grantee indicate the location(s) of the majority of the organizer's performance(s)/event(s)/project(s) and the grantee's corporate address. Please note 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 2024-2025 Community Grants (CG) – 4th Quarter
Grant Award Recommendations**

7- Concerned African Women, Inc.

Recommended Award: \$4,423

18425 NW 2 Avenue, #350
Miami, Florida 33169
Concerned African Women 2025 Summer Showcase
8/1/2025 - 8/1/2025

District Location(s) for Project Activity: 1

Funds are requested to support “Concerned African Women 2025 Summer Showcase,” a celebration of African culture through performances in drumming, dance, and multidisciplinary arts. This event will highlight cultural pride, creativity, and community connection, offering an educational and artistic experience rooted in the presentation of African traditions by students from Miami-Dade County. The performance will take place at the Miami Norland Senior High School Auditorium in Miami Gardens.

8- Creative Media Group, Inc.

Recommended Award: \$3,089

856 Euclid Avenue, #29
Miami Beach, Florida 33139
Creative Media Film Festival
9/20/2025 - 9/21/2025

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

Funds are requested to support the “Creative Media Film Festival,” a free two-day outdoor community event showcasing short films created by local Miami-Dade County youth. The festival will feature film screenings, panel discussions, workshops, and networking opportunities with industry professionals for aspiring and emerging young filmmakers. Creative development, logistical management and administrative oversight will take place in District 5 with the main event taking place at 1-800-Lucky, a non-traditional cultural venue in Wynwood that includes a food hall and event space.

9- Culture and Community Association, Inc.

Recommended Award: \$6,635

1518 Palermo Avenue
Coral Gables, Florida 33134
Musical and Cultural Souvenirs of the World - Season 24-25
7/19/2025 - 9/13/2025

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

Funds are requested to support the 14th annual “Musical and Cultural Souvenirs of the World” series, consisting of two musical performances intended for a senior audience but open to all ages. The first concert, “Music Inspired by Paintings,” will feature pianist Adolfo Vidal and tenor Carlos Silva. The second concert, “Music from Spain,” will showcase music and dance performances by local artists, including guitarist and singer David Neira and Ballet Flamenco by Carmen Rubio. Creative planning, rehearsals and administrative coordination will take place in District 6, culminating in public concerts at the Chapel of the Venerable Bede at the University of Miami.

**The districts identified for each grantee indicate the location(s) of the majority of the organizer’s performance(s)/event(s)/project(s) and the grantee’s corporate address. Please note 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 2024-2025 Community Grants (CG) – 4th Quarter
Grant Award Recommendations**

10- Fine Art of Hip Hop, Inc.

Recommended Award: \$3,000

7522 SW 143 Avenue
Miami, Florida 33183
Hip Hop Celebration Day
8/11/2025 - 8/11/2025

District Location(s) for Project Activity: 3, 10

Funds are requested to support “Hip Hop Celebration Day,” a mural unveiling featuring a collaborative art piece by local and international artists in celebration of Hip Hop. This community event, suitable for all ages, will highlight the core elements of Hip Hop: MCing, DJing, breakdancing, and graffiti. It will also include workshops, panel discussions, and performances by local artists, along with appearances from iconic figures such as KRS-One, DJ Kool Herc, Grandmaster Flash, and Melle Mel. Artistic planning, logistical planning and administrative coordination will take place in District 10 with the culminating event taking place at The Print Shop in Wynwood.

11- Foundation for Emerging Technologies and Arts, Inc. a/f/a Soundologia

Recommended Award: \$6,635

2363 North Bay Road
Miami, Florida 33140
Soundologia Anthology Festival
9/26/2025 - 9/26/2025

District Location(s) for Project Activity: 3

Funds are requested to support the “Soundologia Anthology Festival,” a contemporary and experimental music festival featuring live performances by local and international artists. The event will showcase contemporary classical music, electro-acoustic compositions, and experimental jazz. The festival will take place at The Bridge Miami.

12- Friends of the Japanese Garden, Inc. a/f/a International Brotherhood of Magicians, Ring 45, Inc.

Recommended Award: \$6,635

10830 SW 84 Street, E-1
Miami, Florida 33173
The Art of Magic: Celebrating Over 100 Years of Sharing the Art of Magic
9/20/2025 - 9/21/2025

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

Funds are requested to support “The Art of Magic: Celebrating Over 100 Years Sharing the Art of Magic,” a series of educational lectures on the history and artistic importance of magic, along with performances for underprivileged children. Pre-production planning and performance rehearsals will be conducted in District 10, with the final performances taking place at the South Miami/Coral Gables Elks Lodge #1676, the South Miami Branch Library, and the Coral Gables Library.

**The districts identified for each grantee indicate the location(s) of the majority of the organizer’s performance(s)/event(s)/project(s) and the grantee’s corporate address. Please note 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 2024-2025 Community Grants (CG) – 4th Quarter
Grant Award Recommendations**

13- Ipadapo Productions, Inc.

Recommended Award: \$6,635

7901 4 Street N
St. Petersburg, Florida 33702
África en el Caribe (Africa in the Caribbean)
7/3/2025 - 7/3/2025

District Location(s) for Project Activity: 6

Funds are requested to support “África en el Caribe,” a multidisciplinary performance celebrating the profound influence of African traditions on Caribbean music and dance. This program will feature live performances and educational presentations that highlight the vibrant connections between African heritage and Caribbean cultures. The event aims to educate, entertain, and foster cultural appreciation, strengthen community engagement, and preserve ancestral traditions. The performance will take place at Teatro Trail / Trail Theater. All grant funds will be used for activities occurring in Miami-Dade County.

14- Jazz Education Community Coalition, Inc.

Recommended Award: \$6,635

2100 Van Buren Street, #301
Hollywood, Florida 33020
Groovin' on a Sunday Afternoon
9/28/2025 - 9/28/2025

District Location(s) for Project Activity: 5

Funds are requested to support “Groovin on a Sunday,” a free, public music festival featuring performances by the Jazz Education Community Coalition (JECC) and other community-based youth groups. The event will take place at the Miami Beach Botanical Gardens. All grant funds will be used for activities occurring in Miami-Dade County.

15- Les Ailes Du Desir Foundation, Inc. d/b/a Miami Circus Arts Center

Recommended Award: \$6,635

1395 NW 22 Street
Miami, Florida 33142
Soirée des Arts: In the Heart of Miami
9/21/2025 - 9/21/2025

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

Funds are requested to support “Soirée des Arts: In the Heart of Miami,” a family-friendly multimedia presentation featuring a blend of aerial acrobatics performed by multi-talented artists from around the world, as well as theater, dance, and music performances by Cirque du Soleil artists. Creative planning, rehearsals and administrative coordination will take place in District 3, culminating in a public performance at the Manuel Artime Theater in Little Havana.

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**Miami-Dade County Department of Cultural Affairs
FY 2024-2025 Community Grants (CG) – 4th Quarter
Grant Award Recommendations**

16- Lost Girls Theatre, Inc. a/f/a Celeste Landeros

Recommended Award: \$6,635

6310 SW 79 Street, #9
South Miami, Florida 33143
The Last Songs of My Mother and Tonton
8/2/2025 - 8/10/2025

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

Funds are requested to support the original production of the folklore musical “The Last Songs of My Mother and Tonton,” by local Miami-Dade artist Celeste Landeros. This immersive performance, inspired by real-life events involving Miami residents, explores themes of cultural loss, identity, and the intersection of Black and European histories, while highlighting cross-cultural friendships. Pre-production activities, including planning and rehearsals, will be conducted in District 7, with the final production taking place at the Little Haiti Cultural Complex.

17- National Tropical Botanical Garden, Inc.

Recommended Award: \$6,635

3530 Papalina Road
Kalaheo, Hawaii 96741
The Sky and the Sea
7/1/2025 - 8/31/2025

District Location(s) for Project Activity: 7

Funds are requested to support “The Sky and the Sea,” an immersive, family-friendly art exhibition curated by Miami-based artists Isabel Infante and Megan James. The exhibition explores the interdependence of humanity and the environment through air, water, and ecological stewardship. It will take place at the Fairchild-Sweeney House at The Kampong of the National Tropical Botanical Garden. All grant funds will support activities taking place in Miami-Dade County.

18- Puerta de Oro de Colombia, Inc.

Recommended Award: \$6,635

25050 SW 114 Avenue
Princeton, Florida 33032
World Folklore Day Celebration
8/23/2025 - 8/23/2025

District Location(s) for Project Activity: 5

Funds are requested to support the “World Folklore Day Celebration,” a cultural event dedicated to promoting and preserving global folkloric traditions, with a special focus on Afro-Colombian heritage. This celebration fosters cultural diversity and appreciation through music and dance, and will feature a tribute to Martina Camargo, a renowned figure in Afro-Colombian music. The event will take place at the Manuel Artime Theater in Little Havana. All grant funds will be used for activities occurring in Miami-Dade County.

**The districts identified for each grantee indicate the location(s) of the majority of the organizer’s performance(s)/event(s)/project(s) and the grantee’s corporate address. Please note 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 2024-2025 Community Grants (CG) – 4th Quarter
Grant Award Recommendations**

19- South Florida Chamber Ensemble, Inc.

Recommended Award: \$6,635

6011 NW 68 Street
Parkland, Florida 33067
The Colors of Our World
7/1/2025 - 9/25/2025

District Location(s) for Project Activity: 1, 2, 4, 5, 6, 13

Funds are requested to support “The Colors of Our World,” a free, family-friendly summer music concert series focused on positive mental health. The series will feature arts integration programs for children, including fables, music, dance, and instrument-making. It will take place at the Adult Activity Center in Coral Gables, North Hialeah Elementary School, Highland Oaks Park, Country Village Park, Arcola Lakes Senior Center, Arcola Lakes Branch Library, Northeast Dade - Aventura Branch Library, Miami Beach Regional Library, North Central Branch Library, and North Glade Park. All grant funds will be used for activities occurring in Miami-Dade County.

20- South Florida Educational Development Center, Inc.

Recommended Award: \$6,635

2860 Somerset Drive, #K103
Lauderdale Lakes, Florida 33311
I Told My Story, True Story Dat
9/20/2025 - 9/20/2025

District Location(s) for Project Activity: 1

Funds are requested to support “I Told My Story, True Story Dat,” an original five-act play that highlights the stories of four Miami-Dade County families spanning four generations. Performed by local youth actors, the play reflects the culturally diverse heritage of the county, exploring themes of migration and assimilation from childhood to adulthood. The performance will take place at the Holy Family Episcopal Church Auditorium. All grant funds will support activities within Miami-Dade County.

21- The Miami Foundation, Inc. a/f/a Commissioner Miami Corp.

Recommended Award: \$6,635

40 NW 3 Street, #305
Miami, Florida 33128
Remembering Rainbow Village
9/13/2025 - 9/13/2025

District Location(s) for Project Activity: 3, 4

Funds are requested to support “Remembering Rainbow Village,” a free, family-friendly multidisciplinary art event led by Miami-based, Overtown native, and visual artist Reginald O’Neal. The event will celebrate the history of Rainbow Village through historian-led discussions, visual art exhibitions, live performances, and storytelling. Creative planning and production oversight will take place in District 4. The event will take place at the intersection of NW 3rd Ave and 20th Street.

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**Miami-Dade County Department of Cultural Affairs
FY 2024-2025 Community Grants (CG) – 4th Quarter
Grant Award Recommendations**

22- The Video Consortium, Inc.

Recommended Award: \$6,635

209 Navajo Street
Miami Springs, Florida 33166
Miami Stories: Making Documentary Work
7/1/2025 - 9/30/2025

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

Funds are requested to support Miami Stories: Making Documentary Work, a series of documentary screenings and workshops. Each screening will showcase films by and about Miami residents, followed by workshop discussions led by Miami artists. Creative planning and logistical management will take place in District 6 with the culminating event activities taking place at the Coral Gables Art Cinema and Shirley's at Gramps in downtown Miami, a non-traditional cultural venue.

23- Time and Harmony, Inc.

Recommended Award: \$6,635

120 SW 8 Avenue, #1005
Miami, Florida 33130
Time and Harmony Concert Series
8/22/2025 - 9/27/2025

District Location(s) for Project Activity: 5

Funds are requested to support the "American Classical Composers Music Concert," a free musical performance suitable for all ages showcasing the stylistic diversity of American classical music, from symphonic masterpieces like Appalachian Spring and Rhapsody in Blue to operatic selections from Porgy and Bess and Einstein on the Beach. The program will feature works by renowned composers such as Aaron Copland, George Gershwin, Samuel Barber, Florence Price, and Leonard Bernstein, performed by local musicians. The concert will take place at the Miami Beach Community Church.

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



MEMORANDUM

(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: October 21, 2025

FROM: 
Glen 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 ____, majority plus one ____, 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) ____, 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)
10-21-25

RESOLUTION NO. R-1016-25

RESOLUTION AUTHORIZING THE FUNDING OF 23 GRANTS FOR A TOTAL OF \$141,000.00 FROM THE DEPARTMENT OF CULTURAL AFFAIRS FISCAL YEAR 2024-2025 COMMUNITY GRANTS PROGRAM – FOURTH 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 23 grants for a total of \$141,000.00 from the Fiscal Year 2024-2025 Community Grants Program – Fourth Quarter as follows:

Fiscal Year 2024-2025 Community Grants Program – Fourth Quarter

1	4 A Tempo Ensemble, Inc.	\$6,635.00
2	Algo Nuevo Incorporated	\$6,635.00
3	Beatriz Valdes Studio, Inc.	\$4,423.00
4	Caro Events, Inc.	\$6,635.00
5	Center for Social Change, Inc. a/f/a Maria Gabriela Esquivel	\$6,635.00
6	Chinese Language Teachers Association of South Florida, Inc.	\$6,635.00
7	Concerned African Women, Inc.	\$4,423.00
8	Creative Media Group, Inc.	\$3,089.00
9	Culture and Community Association, Inc.	\$6,635.00
10	Fine Art of Hip Hop, Inc.	\$3,000.00
11	Foundation for Emerging Technologies and Arts, Inc. a/f/a Soundologia	\$6,635.00

12	Friends of the Japanese Garden, Inc. a/f/a International Brotherhood of Magicians, Ring 45, Inc.	\$6,635.00
13	Ipadapo Productions, Inc.	\$6,635.00
14	Jazz Education Community Coalition, Inc.	\$6,635.00
15	Les Ailes Du Desir Foundation, Inc. d/b/a Miami Circus Arts Center	\$6,635.00
16	Lost Girls Theatre, Inc. a/f/a Celeste Landeros	\$6,635.00
17	National Tropical Botanical Garden, Inc.	\$6,635.00
18	Puerta de Oro de Colombia, Inc.	\$6,635.00
19	South Florida Chamber Ensemble, Inc.	\$6,635.00
20	South Florida Educational Development Center, Inc.	\$6,635.00
21	The Miami Foundation, Inc. a/f/a Commissioner Miami Corp.	\$6,635.00
22	The Video Consortium, Inc.	\$6,635.00
23	Time and Harmony, Inc.	\$6,635.00

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 but not limited to amending the grant agreements to correct any non-material errors or to address minor project revisions of a non-material nature, and exercising the cancellation provisions contained therein.

The foregoing resolution was offered by Commissioner **Marleine Bastien**, 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:

Anthony Rodriguez, Chairman	aye		
Kionne L. McGhee, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Sen. René García	aye	Oliver G. Gilbert, III	aye
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Natalie Milian Orbis	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 21st day of October, 2025. 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.

mmg

Melissa M. Gallo



MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
FY 2024-2025 «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, 2024
8. GRANT END DATE: September 30, 2025
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

County Mayor or County Mayor's Designee

GRANTEE:

Articles I, II, III, IV and V, together with their exhibits, the Restatement of Project Budget, original application and Universal Affidavit, make up this grant award contract. In signing this article, the undersigned officials, on behalf of the Grantee, certify that they have read and will abide by the terms and considerations set forth in the General Terms and Conditions for Grants (Articles II, III, IV and V) dated July, 2025 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 (July, 2025) – 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. Grantee acknowledges that additional funds may become available to Grantee from the County after the effective date of this Agreement, but the County has no obligation whatsoever to provide Grantee with any funds beyond the amount of the grant set forth in Article 1.2. 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. If additional funds become available, the County will send written notice to the Grantee of the additional amount of funds awarded to Grantee along with a request that Grantee provide an updated budget to replace the Restatement of the Project Budget referenced in 1.4 and section 4 below and an updated project description to update the Project Description referenced in Article 1.3 and section 3 below. The County, through the Director (following consultation with the Cultural Affairs Council) shall have the sole and absolute discretion to approve, disapprove or request revisions to Grantee’s proposed updated budget and project description. Upon the approval by the Director of the Grantee’s updated budget and project description, this Agreement shall be amended accordingly to add the additional grant funds to the total amount of this grant award.

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

By entering into this Contract, the Grantee and its Subcontractors are jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled "Employment Eligibility." The Grantee affirms that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Grantee; (b) it has required all Subcontractors to this Contract to register and use the E-Verify system to verify the work authorization status of all new employees of the Subcontractor; (c) it has an affidavit from all Subcontractors to this Contract attesting that the Subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for duration of the Contract.

If County has a good faith belief that Grantee has knowingly violated Section 448.09(1), Florida Statutes, then County shall terminate this contract in accordance with Section 448.095(5)(c), Florida Statutes. In the event of such termination the Grantee agrees and acknowledges that it may not be awarded a public contract for at least one (1) year from the date of such termination and that Grantee shall be liable for any additional costs incurred by the County because of such termination.

In addition, if County has a good faith belief that a Subcontractor has knowingly violated any provisions of Sections 448.09(1) or 448.095, Florida Statutes, but Grantee has otherwise complied with its requirements under those statutes, then Grantee agrees that it shall terminate its contract with the Subcontractor upon receipt of notice from the County of such violation by Subcontractor in accordance with Section 448.095(5)(c), Florida Statutes.

Any challenge to termination under this provision must be filed in the Circuit or County Court by the County, Grantee, or Subcontractor no later than twenty (20) calendar days after the date of contract termination. Public and private employers must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection.

Human Trafficking

By entering into, amending, or renewing this Contract, including, without limitation, a grant agreement or economic incentive program payment agreement (all referred to as the "Contract"), as applicable, the Grantee is obligated to comply with the provisions of Section 787.06, Florida Statutes ("F.S."), "Human Trafficking," as amended, which is deemed as being incorporated by reference in this Contract. All definitions and requirements from Section 787.06, F.S., apply to this Contract.

This compliance includes the Grantee providing an affidavit that it does not use coercion for labor or services. This attestation by the Grantee shall be in the form attached as the Human Trafficking Affidavit (the "Affidavit"), which is attached hereto as **Attachment 1** and must be executed by the Grantee and provided to the County when entering, amending, or renewing this Contract.

This Contract shall be void if the Grantee submits a false Affidavit pursuant to Section 787.06, F.S., or the Grantee violates Section 787.06, F.S., during the term of this Contract, even if the Grantee was not in violation at the time it submitted its Affidavit.

Countries of Concern

By entering into this Contract, the Grantee affirms that it is not in violation of Section 287.138, Florida Statutes, titled Contracting with Entities of Foreign Countries of Concern Prohibited. The Grantee further affirms that it is not giving a government of a foreign country of concern, as listed in Section 287.138, Florida Statutes, access to an individual's personal identifying information if: a) the Grantee is owned by a government of a foreign country of concern; b) the government of a foreign country of concern has a controlling interest in the Grantee; or c) the Grantee is organized under the laws of or has its principal place of business in a foreign country of concern as is set forth in Section 287.138(2)(a)-(c), Florida Statutes. This affirmation by the Grantee shall be in the form attached to this Agreement as Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit, which is attached hereto as **Attachment 2** and incorporated herein by reference. For purpose of this agreement the term "Foreign Country of Concern" shall mean the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

Florida Public Records

1. Grantee acknowledges that the County is subject to Chapter 119 of the Florida Statutes, known as the "Public Records Law". As such, items considered to be public records under the Public Records Law related to this Agreement shall be disclosed by the County upon a public records request in accordance with law.
2. **IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUA CUSTODIAN OF PUBLIC RECORDS ATTENTION:**
3. Where a Grantee is a "contractor," as defined in Florida Statutes, Section 119.0701, meaning that Grantee has entered into a contract for services with the County and is acting on behalf of the County as provided under Florida Statutes, Section 119.011(2), the following shall apply:
 - a. Grantee shall comply with the Florida public records law, specifically to:

- i. Keep and maintain public records required by the County to perform the service.
 - ii. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
 - iv. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County upon completion of the Agreement, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the Agreement, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.
- b. A request to inspect or copy public records relating to this Agreement for services must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Grantee of the request, and the Grantee must provide the records to the County or allow the records to be inspected or copied within a reasonable time.
 - i. If a Grantee does not comply with the County's request for records, the County shall enforce these requirements in accordance with the Agreement.
 - ii. A Grantee who fails to provide the public records to the County within a reasonable time may be subject to penalties under Florida Statutes, Section 119.10.
 - c. The Grantee shall be liable in any civil action brought due to Grantee's violation of Florida's public records laws, and shall indemnify the County in accordance with Section II(d) herein.

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.