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MEMORANDUM

Agenda Item No. 8(C)(1)

TO:	Honorable Chairman Oliver G. Gilbert, III and Members, Board of County Commissioners	DATE:	May 2, 2023
FROM:	Geri Bonzon-Keenan County Attorney	SUBJECT:	Resolution authorizing the funding of 35 grants for a total of \$900,000.00 from the Department of Cultural Affairs Fiscal Year 2022-2023 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. F	R-386-23	

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

11 Nonher For Geri Bonzon-Keenan

County Attorney

GBK/gh



Date:	May 2, 2023
То:	Honorable Chairman Oliver G. Gilbert, III and Members, Board of County Commissioners
From:	Daniella Levine Cava Daniella Levine Cava Mayor
Subject:	FY 2022-2023 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 (Board) approve the recommendations of the Summer Arts & Science Camps for Kids (SAS-C) Grants Program totaling \$900,000.00 for 35 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 Fiscal Year 2022-2023 County Budget.

Recommendation

It is recommended that the Council approve the funding of 35 grants for a total of \$900,000.00 for the FY 2022-2023 Summer Arts & Science Camps for Kids (SAS-C) Grants Program. In addition, it is recommended that Resolution R-No. 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 Mayor and 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 2022-2023 Summer Arts & Science Camps for Kids Grants Program is derived from funds granted to the Department from The Children's Trust (\$825,000) and funds from departmental proprietary revenues (\$75,000) and approved in the Department of Cultural Affairs FY 2022-2023 budget. All grant award recommendations are contingent upon approval by the Miami-Dade County Board of County Commissioners and 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.

Honorable Chairman Oliver G. Gilbert, III and Members, Board of County Commissioners Page No. 2

Track Record/Monitor

Each nonprofit cultural organization recommended for funding has a track record for responding to Department grant requirements and contractual conditions. Michael Spring, Director of the Miami-Dade County Department of Cultural Affairs, 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 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 of Cultural Affairs 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

Honorable Chairman Oliver G. Gilbert, III and Members, Board of County Commissioners Page No. 3

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.

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

The FY 2022-2023 SAS-C Grants Panel convened on February 23, 2023 and made these funding recommendations. The Cultural Affairs Council is scheduled to meet on March 15, 2023 to review the grant recommendations.

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Morris Copeland Chief Community Services Officer

MDC005

Miami-Dade County Department of Cultural Affairs FY 2022-23 Summer Arts & Science Camps for Kids (SAS-C) Grant Award Recommendations

<u>Grant # 1 - Adrienne Arsht Center Trust, Inc. d/b/a Adrienne Arsht Center for the Performing Arts of Miami-</u> <u>Dade County</u> Award: \$ 40,000

1300 Biscayne Boulevard Miami, Florida 33132 AileyCamp Miami 2023 District Locations(s) for Project Activity: 3

Grant funds are requested to support 10 scholarships for 10 students ages 11-14, to attend AileyCamp Miami 2023 from June 19 to July 29, 2023 at the Adrienne Arsht Center for the Performing Arts of Miami-Dade County in Miami. Camp activities will include daily classes in dance, creative communications, and personal development. Participants will engage in ballet, jazz, modern, and West African dance technique lessons and learn the importance of social relations, healthy eating, and exercise.

Grant # 2 - Area Performance Gallery, Inc. d/b/a Area Stage Company

5701 Sunset Drive Miami, Florida 33143 *ASC's 2023 Summer Theatre Scholarship Program* District Locations(s) for Project Activity: 7, 3, 11

Grant funds are requested to support 30 full scholarships and 16 partial scholarships for 46 students ages 6-22, to attend the Summer Conservatory from June 19 to August 18, 2023 at the Area Stage Company in South Miami. Camp activities will include musical theatre, acting, voice, dance, technical theatre, music theory, harmonization, musical theatre history and repertoire, audition skills, and musicianship, and live presentations in front of general audiences.

Grant # 3 - Arts Ballet Theatre of Florida, Inc. 15939 Biscayne Boulevard Suite 286 North Miami Beach, Florida 33160 Arts Ballet Summer Programs District Locations(s) for Project Activity: 4

Grant funds are requested to support 30 scholarships for 30 students ages 6-17, to attend the Arts Ballet Summer Programs from June 5 to August 19, 2023 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.

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Award: \$ 24,690

MDC006

Miami-Dade County Department of Cultural Affairs FY 2022-23 Summer Arts & Science Camps for Kids (SAS-C) Grant Award Recommendations

Grant # 4 - ArtSouth, A Not-For-Profit Corporation

5825 SW 68 Street Suite 2, #202 South Miami, Florida 33143 ArtSouth's Creative Arts Summer Camp District Locations(s) for Project Activity: 8, 10

Grant funds are requested to support 56 scholarships for 56 students ages 6-15, to attend ArtSouth's Creative Arts Summer Camp from June 19 to August 11, 2023 at Miami Dade College Homestead Campus, Young Men's Preparatory Academy in Wynwood and Sweet Home Academy in Perrine. Camp activities will include arts activities. 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 # 5 - Dibia DREAM, Inc.

3246 North Miami Avenue #370892 Miami, Florida 33127 SPARK Summer Institute District Locations(s) for Project Activity: 2

Grant funds are requested to support 100 scholarships for 100 students ages 6-18, to attend the SPARK Summer Institute from June 19 to August 4, 2023 at the Arcola Lake Elementary in Miami. Camp activities will include visual/performing arts, financial literacy, STEM, and sports. Participants will engage in STEM projects, teamworkfocused activities, peer and adult mentorship, lectures with subject matter experts, and learn engineering, design, art, life skills, science, dance, music, and fitness.

<u>Grant # 6 - Diva Arts & Entertainment, Inc.</u> 4331 NW 194 Street Miami, Florida 33055 *Diva Arts and Academics for Excellence Youth Summer Camp* District Locations(s) for Project Activity: 1, 3

Grant funds are requested to support 35 scholarships for 35 students ages 5-14, to attend the Arts and Academics for Excellence Youth Summer Camp from June 19 to August 4, 2023 at Diva Arts Dance Studio in Miami Gardens. Camp activities will include dance, personal development, fashion design, literacy, life skills, science and technology. Participants will engage in an integrated curriculum that will help them to improve artistically, socially, and academically.

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Award: \$ 24,784

Award: \$40,000

Grant # 7 - El Ingenio Inc.

6300 SW 20 Terrace Miami, Florida 33155 *Innovative Musical Theater Camp* District Locations(s) for Project Activity: 5

Grant funds are requested to support 10 full and 20 partial scholarships for 30 students ages 6-12, to attend the Innovative Musical Theater Camp from June 12 to August 11, 2023 at Centro Mater in Little Havana. Camp activities will include disciplines of art and science. Participants will engage in acting, singing, musical and science experiments, composition, dance, arts and crafts. They will make instruments from recyclable materials and use them to play an original score in a production.

<u>Grant # 8 - enFAMILIA, Inc.</u> 16090 SW 293 Drive Homestead, Florida 33033

Homestead, Florida 33033 Art-in-Action Summer Camp District Locations(s) for Project Activity: 9

Grant funds are requested to support 40 scholarships for 40 students ages 6 to 14, to attend the Art-in-Action Summer Camp from June 19 to July 28, 2023 at the Everglades Community Center in Florida City. Camp activities will include drawing, painting, dancing, and guitar basics. Participants will engage in visual arts, music, dance, and theatre and learn teamwork, problem-solving, and listening skills that build self-confidence through creative selfexpression.

Grant # 9 - Fantasy Theatre Factory, Inc.

6103 NW 7 Avenue Miami, Florida 33127 Fantasy Theatre Factory's Theater Arts Summer Camp District Locations(s) for Project Activity: 3

Grant funds are requested to support 30 scholarships for 30 students ages 7-12, to attend the Fantasy Theatre Factory's Theater Arts Summer Camp from June 12 to August 4, 2023 at the Sandrell Rivers Theater in Miami's Liberty City. Camp activities will include acting, play-writing, technical production, voice, movement, dance and circus arts. Participants will engage in creating and rehearsing an original, multi-disciplinary theatrical production and learn the diverse skills necessary to achieve in the arts.

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MDC007

Award: \$ 24,308

Award: \$40,000

MDC008

Miami-Dade County Department of Cultural Affairs FY 2022-23 Summer Arts & Science Camps for Kids (SAS-C) Grant Award Recommendations

Grant # 10 - Florida International University Board of Trustees

11200 SW 8 Street WPAC Room 110E Miami, Florida 33199 *FIU Theatre Summer Camp* District Locations(s) for Project Activity: 11

Grant funds are requested to support 4 scholarships for 4 students ages 6-14, to attend the FIU Theatre Camp from July 10 to July 28, 2023 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. Campers will create and perform an original production. Participants will engage in theatre crafts, writing, performance, and via theatre develop self-confidence and self-esteem.

Grant # 11 - Friends of the Bass Museum, Inc. 2100 Collins Avenue Miami Beach, Florida 33139 IDEAS Summer Art Camps 2023 District Locations(s) for Project Activity: 5

Grant funds are requested to support 36 scholarships for 36 students ages 5-12, to attend IDEAS Summer Art Camps, from June 12 to August 18, 2023 at The Bass in Miami Beach. Project activities will include week-long, themed visual arts activities designed to introduce participants to the IDEAS process and design thinking. Participants will engage in design challenges and hands-on artmaking, and benefit from training in 21st-century art-making skills.

Grant # 12 - Homestead Youth Arts Center, Inc. 112 North Krome Avenue Homestead, Florida 33030 Advance through Dance Summer Camp District Locations(s) for Project Activity: 9

Grant funds are requested to support 35 scholarships for 35 students ages 5-17, to attend the Advance through Dance Summer Camp from June 12 to August 11, 2023 at Paramount Dance Studios in Homestead. Project activities will include learning the fundamentals of ballet, jazz, lyrical, and improvisation. Participants will engage in interactive classes that incorporate coping strategies and self-expression, helping alleviate stress/anxiety, while helping them reach a level of fitness that is unparalleled by other activities.

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Award: \$ 24,648

Award: \$ 24,886

Award: \$6,048

Grant # 13 - IFCM Corp.

3 Island Avenue 3J Miami Beach, Florida 33139 *FilmGate Miami's Youth Filmmaker and Podcast Making Bootcamps* District Locations(s) for Project Activity: 5

Grant funds are requested to support 15 scholarships for 15 students ages 12-17, to attend FilmGate's Young Filmmaker and Podcast Bootcamp from June 12 to August 4, 2023 at the Downtown Media Center. Participants will learn all aspects of filmmaking/podcasting including writing, acting, editing, and sound recording. Projects can be used to add to college acceptance portfolios.

Grant # 14 - Locust Projects, Inc.

3852 North Miami Avenue Miami, Florida 33127 Locust Art Builders (LAB): Summer Art Intensive for Teens in 2023 District Locations(s) for Project Activity: 3

Grant funds are requested to support 25 scholarships for 25 students ages 15-18, to attend LAB: Summer Art Intensive for Teens from June 26 to July 22, 2023 at Locust Project's new space in Miami's Little River neighborhood. Camp activities include professional artists' workshops, learning about creative careers, building an exhibition from scratch, learning technical artistic skills, and experimenting with different media, tools, and techniques.

Grant # 15 - Mahogany Youth Corporation

1060 NW 85 Street Miami, Florida 33150 *Connecting Youth With Nature* District Locations(s) for Project Activity: 2, 9, 7

Grant funds are requested to support 20 scholarships for 20 students ages 6-18, to attend Connecting Youth With Nature from June 12 to August 4, 2023 at the Dr. Henry K. Mack K-8 School in the West Little River neighborhood. Camp activities include fishing, cooking, swimming, snorkeling, robotics, shark tagging, high-quality scientific research, Khan Academy, and nature experiences. Participants will study marine biology, with an emphasis on sponges, fish, and water.

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MDC009

Award: \$ 12,785

Award: \$40,000

Award: \$11,627

Grant # 16 - Marjory Stoneman Douglas Biscayne Nature Center, Inc. 6767 Crandon Boulevard Key Biscayne, Florida 33149 Summer by the Sea District Locations(s) for Project Activity: 7

Grant funds are requested to support 50 scholarships for 50 students ages 8-12, to attend the Summer by the Sea Camp from June 12 to August 4, 2023 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 # 17 - Miami City Ballet, Inc.

2200 Liberty Avenue Miami Beach, Florida 33139 *Miami City Ballet School 2023 Summer Dance Camp* District Locations(s) for Project Activity: 5

Grant funds are requested to support 15 scholarships for 15 students ages 10-19, to attend Miami City Ballet School 2023 Summer Dance Camp from June 26 to July 28, 2023 at Miami City Ballet Studios in Miami Beach. Participants will engage in advanced dance training as part of a syllabus that includes ballet technique, contemporary dance, repertory variations, Pilates, and flamenco, and learn dance history, music appreciation, while developing peer relationships through fun social activities.

Grant # 18 - Miami Music Festival, Inc.

1440 Ocean Drive Miami Beach, Florida 33139 *Miami Music Festival Youth Program* District Locations(s) for Project Activity: 2

Grant funds are requested to support 20 scholarships for 20 students ages 12-18, to attend the Miami Music Festival Youth Program from June 21 to July 24, 2023 at the Temple Emanu-El in Miami Beach. Camp activities will include daily music instruction through voice lessons, masterclasses, rehearsals, and performances. Participants will engage in the performing arts in music and learn advanced fundamentals on their vocal instrument while gaining valuable performance experience.

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MDC010

Award: \$40,000

Award: \$24,180

Award: \$23,670

Grant # 19 - Miami Stage Company/Miami Children's Theater, Inc. 11155 SW 112 Avenue Miami, Florida 33176 *MCT Summer Camps 2023* District Locations(s) for Project Activity: 7

Grant funds are requested to support 50 scholarships for 50 students ages 6-18, to attend Creative Camps and Broadway Bound camps from June 12 to August 5, 2023 at the Alper JCC in Kendall. Camp activities will include training in both the artistic and technical aspects of musical theater. Participants will engage in a finished production at the end of their four-week session and will learn music, acting, dance and theater tech.

Grant # 20 - Miami Theater Center, Inc. 9806 NE 2nd Avenue Miami Shores, Florida 33138 *Miami Theater Center's Musical Theater Summer Camp* District Locations(s) for Project Activity: 3

Grant funds are requested to support 50 scholarships for 50 students ages 6-15, to attend the MTC's Musical Theater Summer Camp from June 13 to August 12, 2023 at the Miami Shores Presbyterian Church and Miami Theater Center in Miami Shores. Camp activities will include playwriting, costume/set design, tech production, singing/musical composition, choreography/dance and acting. Participants will engage in multi-disciplinary training and skills needed to present.

Grant # 21 - Moonlighter FabLab, Inc. 1744 NW 22 Street Miami, Florida 33142 Summer STEAM Maker Camp District Locations(s) for Project Activity: 5

Grant funds are requested to support 35 scholarships for 35 students ages 7-12, to attend the Summer STEAM Maker Camp from July 10 to August 4, 2023 at Moonlighter FabLab in Miami Beach. Camp activities will include weekly themed design and engineering challenges. Participants will engage in science, technology, engineering, art, and mathematics and learn 3D printing, circuitry, design thinking, sustainability, and more.

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Award: \$ 24,775

Award: \$ 20,079

MDC012

Miami-Dade County Department of Cultural Affairs FY 2022-23 Summer Arts & Science Camps for Kids (SAS-C) Grant Award Recommendations

Grant # 22 - Museum of Contemporary Art, Inc. 770 NE 125th Street North Miami, Florida 33161 *MOCA Summer Art Camps 2023* District Locations(s) for Project Activity: 3

Grant funds are requested to support 22 scholarships for 22 students ages 6-13, to attend MOCA Summer Art Camps from June 12 to August 18, 2023 at the Museum of Contemporary Art in North Miami. Camp levels will include studio arts and dynamic design. Participants will engage in 2D and 3D art-making and learn drawing, painting and sculpture, digital photography, and graphic design.

Grant # 23 - Paige and Friends Helping Hands Inc.

2740 NW 209 Terrace Miami Gardens, Florida 33056 *PAF Techs Coding, Robotics, Drone, STEM Camp* District Locations(s) for Project Activity: 1

Grant funds are requested to support 25 scholarships for 25 students ages 12-17, to attend the PAF Techs Coding, Robotics, Drone, STEM Camp from June 12 to July 17, 2023 at Miami Carol City Middle School in Miami Gardens. Camp activities will include hands-on activities, team building and making meaningful connections with likeminded friends. Participants will engage in STEM activities, learn coding, build robots, and learn to fly drones.

Grant # 24 - PARA BAJITOS INC

420 SW 12th Avenue #1005 Miami, Florida 33130 Para Bajitos Theater Summer Camp Bilingual District Locations(s) for Project Activity: 5

Grant funds are requested to support 50 scholarships for 50 students ages 6-12, to attend the Para Bajitos Theater Summer Camp Bilingual from June 12 to August 8, 2023 at the Westchester Cultural Arts Center in Miami. Camp activities will include theater and visual arts classes. Participants will engage in arts disciplines such as screenwriting, scenography, costume design, and acting. Classes will be bilingual (English and Spanish). The students will be performing in fully Spanish for the final show.

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Award: \$ 24,903

Award: \$ 20,659

MDC013

Miami-Dade County Department of Cultural Affairs FY 2022-23 Summer Arts & Science Camps for Kids (SAS-C) Grant Award Recommendations

Grant # 25 - PATH: Preserving, Archiving & Teaching Hiphop, Inc.

10917 NW 12 Court Miami, Florida 33167 PATH Hip Hop Summer Academy 2023 District Locations(s) for Project Activity: 2, 3, 5

Grant funds are requested to support 25 scholarships for 25 students ages 16-22, to attend the PATH Hip Hop Summer Academy from July 10 to August 11, 2023 at Miami-Dade Main Public Library in downtown Miami. Camp activities will include creative and academic coaching, wellness, masterclasses, arts administration, and art critique. Participants will engage in music production, songwriting/recording, graffiti art, creative movement, digital design and learn creative, personal, and professional development skills.

<u>Grant # 26 - S.E.E.K Foundation, Inc.</u> 990 Biscayne Boulevard Office 503 Miami, Florida 33132 *STEAMtastic Summer Camp 2023* District Locations(s) for Project Activity: 1

Grant funds are requested to support 30 scholarships for 30 students ages 8-14, to attend the STEAMtastic Summer Camp from June 20 to July 28, 2023 at Bunche Park Complex in Miami Gardens. Camp activities will focus on robotics, podcasting, cryptocurrency, cyber security, abstract painting and more.

<u>Grant # 27 - South Florida Youth Symphony, Inc.</u> 12645 SW 114 Avenue Miami, Florida 33176 *South Florida Youth Symphony Summer Music Academy* District Locations(s) for Project Activity: 2

Grant funds are requested to support 39 scholarships for 39 students ages 7-16, to attend the South Florida Youth Symphony Summer Music Academy from June 12 to July 14, 2023 at Miami Dade College North Campus in Northwest Miami-Dade County. Camp activities will include music, reading, and social skills. Participants will engage in learning techniques on musical instruments, playing together in ensembles, understanding music theory, and learning the skills to create music and perform in concert.

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Award: \$23,866

Award: \$23,330

Grant # 28 - South Temple Empowerment Project, Inc.

4400 NW 17 Avenue Miami, Florida 33142 2023 STEAM SUMMERCAMP District Locations(s) for Project Activity: 3

Grant funds are requested to support 40 scholarships for 40 students ages 5-14, to attend 2023 STEAM Summer Camp from June 12 to August 4, 2023 in Liberty City. Camp activities will explore the arts/sciences through fun and engaging projects and also provide a supportive and nurturing environment for campers to develop their creativity and critical thinking skills. In addition, the camp will give campers the opportunity to meet other likeminded campers and make new friends.

<u>Grant # 29 - The Children's Voice Chorus, Inc.</u> 14401 Old Cutler Road Palmetto Bay, Florida 33158 *The Children's Voice Choral Camp - Making the Music Video* District Locations(s) for Project Activity: 8

Grant funds are requested to support 75 scholarships for 75 students ages 8-18, to attend the Children's Voice Choral Camp - Making the Music Video from July 10 to August 4, 2023 at the Old Cutler Presbyterian Church in Palmetto Bay. Camp activities will include beginning through advanced choral instruction, music theory, dance, film and audio production. Participants will engage in music education and choral rehearsals and learn musicianship skills, songwriting skills and vocal technique.

Grant # 30 - The Florida City Foundation, Inc.

404 West Palm Drive Florida City, Florida 33034 *Florida City Foundation STEM Summer Camp* District Locations(s) for Project Activity: 9

Grant funds are requested to support 30 scholarships for 30 students ages 11-14, to attend the Florida City Foundation STEM Summer Camp from June 12 to August 11, 2023 at the Florida City Youth Activity Center. Camp activities include STEM, robotics, gardening, recreation, swimming, and field trips. Participants will engage in creative and enriching activities and learn to be innovative STEM thinkers and leaders.

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Award: \$40,000

Award: \$40,000

Award: \$23,840

Grant # 31 - The Opera Atelier, Inc.

Award: \$ 24,580

970 SW 1st Street Suite 408 Miami, Florida 33130 *The MOZ-Art Program: Musical, Opera and Zarzuela Immersion* District Locations(s) for Project Activity: 5

Grant funds are requested to support 20 scholarships for 20 students ages 9-17, to attend the MOZ-Art Program from June 12 to July 23, 2023 in Little Havana. Activities will include sequential training in opera, musical, and zarzuela. Participants will study singing, diction, theory, 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.

Grant # 32 - The Salvation Army, a Georgia Corporation for the Miami Area Command Award: \$17,674

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

Grant funds are requested to support 44 scholarships for 44 students ages 6-16, to attend The Salvation Army Miami Music Camp from June 19 to July 15, 2023 at the North Miami Corps located between the Little River and Little Haiti neighborhoods. Campers receive instruction in brass, music production, piano, xylophone, guitar, drum line, dance, drama, and visual art, choosing primary and elective concentrations. Camp includes three field trips and a closing recital. Participants will develop music, performance, and creative expression skills.

Grant # 33 - The Trayvon Martin Foundation, Inc.

15800 NW 42 Avenue Miami Gardens, Florida 33054 *TMF Summer Drone and S.T.E.M Camp* District Locations(s) for Project Activity: 1 Award: \$23,100

Grant funds are requested to support 30 scholarships for 30 students ages 12-17, to attend the Trayvon Martin Foundation (TMF) Summer Drone and S.T.E.M. Camp from June 19 to August 4, 2023 at St. Thomas University in Miami Gardens. Campers will be provided with a variety of opportunities to explore, experiment, investigate, and invent new products through structured hands-on experiments and scientific record documentation.

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Grant # 34 - University of Miami

Award: \$ 23,190

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

Grant funds are requested to support 25 scholarships for 25 students ages 13-17, to attend UM Science Summer Camp from June 26 to July 24, 2023 at the University of Miami in Coral Gables. Camp activities will include lectures, laboratory hands-on activities, and fun competitions related to nanotechnology, 3D printing, and sustainability as well as integrated technology/art. Participants will engage in science-rich activities, and develop critical thinking, teamwork, and career development skills.

Grant # 35 - Voices of Miami, Inc. 1520 NW 2 Street Miami, Florida 33125 Allegro Summer Camp District Locations(s) for Project Activity: 5 Award: \$ 23,254

Grant funds are requested to support 40 scholarships for 40 students ages 4-15, to attend the Allegro Summer Camp from June 19 to August 4, 2023 at St. Michael Archangel School in Little Havana. Camp activities will include music, art, and acting. Participants will engage in workshops, music classes, body expression, dance, acting and plastic arts, and group activities through an exchange of mutual experiences.

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MEMORANDUM

(Revised)

TO:Honorable Chairman Oliver G. Gilbert, IIIDATE:and Members, Board of County CommissionersDATE:

Bonzon-Keenan

County Attorney

FROM:

E: May 2, 2023

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	Agenda Item No. 8(C)(1)
Veto		5-2-23
Override		

RESOLUTION NO. R-386-23

RESOLUTION AUTHORIZING THE FUNDING OF 35 GRANTS FOR A TOTAL OF \$900.000.00 FROM THE DEPARTMENT OF CULTURAL AFFAIRS FISCAL YEAR 2022-2023 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 AGREEMENTS TO EXERCISE GRANT AND 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 35 grants for a total of

\$900,000.00 from the Fiscal Year 2022-2023 Summer Arts & Science Camps for Kids Grants

Program as follows:

1	Adrienne Arsht Center Trust, Inc. d/b/a Adrienne Arsht Center for the Performing Arts of Miami-Dade County	\$40,000.00
2	Area Performance Gallery, Inc. d/b/a Area Stage Company	\$24,733.00
3	Arts Ballet Theatre of Florida, Inc.	\$24,690.00
4	ArtSouth, A Not-For-Profit Corporation	\$40,000.00
5	Dibia DREAM, Inc.	\$24,784.00
6	Diva Arts & Entertainment, Inc.	\$24,223.00
7	El Ingenio Inc.	\$24,308.00

		Agenda Item No. 8(C)(1) Page No. 2
8	enFAMILIA, Inc.	\$24,682.00
9	Fantasy Theatre Factory, Inc.	\$40,000.00
10	Florida International University Board of Trustees	\$ 6,048.00
11	Friends of the Bass Museum, Inc.	\$24,648.00
12	Homestead Youth Arts Center, Inc.	\$24,886.00
13	IFCM Corp.	\$12,785.00
14	Locust Projects, Inc.	\$11,627.00
15	Mahogany Youth Corporation	\$40,000.00
16	Marjory Stoneman Douglas Biscayne Nature Center, Inc.	\$40,000.00
17	Miami City Ballet, Inc.	\$24,180.00
18	Miami Music Festival, Inc.	\$23,670.00
19	Miami Stage Company/Miami Children's Theater Inc.	\$23,500.00
20	Miami Theater Center Inc.	\$24,775.00
21	Moonlighter FabLab, Inc.	\$20,079.00
22	Museum of Contemporary Art, Inc.	\$24,903.00
23	Paige and Friends Helping Hands Inc.	\$23,202.00
24	PARA BAJITOS INC	\$20,659.00
25	PATH: Preserving, Archiving & Teaching Hiphop, Inc.	\$24,784.00
26	S.E.E.K Foundation, Inc.	\$23,866.00
27	South Florida Youth Symphony, Inc.	\$23,330.00
28	South Temple Empowerment Project, Inc	\$23,840.00
29	The Children's Voice Chorus, Inc.	\$40,000.00
30	The Florida City Foundation, Inc.	\$40,000.00

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31	The Opera Atelier, Inc.	\$24,580.00
32	The Salvation Army, a Georgia Corporation for the Miami Area Command	\$17,674.00
	-	\$23,100.00
33	The Trayvon Martin Foundation, Inc.	
34	University of Miami	\$23,190.00
35	Voices of Miami, Inc.	\$23,254.00.

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 Eileen Higgins who moved its adoption. The motion was seconded by Commissioner Marleine Bastien and upon being put to a vote, the vote was as follows:

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

,

Agenda Item No. 8(C)(1) Page No. 4

The Chairperson thereupon declared this resolution duly passed and adopted this 2nd day of May, 2023. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



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

LUIS G. MONTALDO, CLERK AD INTERIM

Basia Pruna

By: Deputy Clerk

Approved by County Attorney as to form and legal sufficiency.



Monica Rizo Perez



FY 2022-2023 – Summer Arts & Science Camps for Kids- (SAS-C)

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 **[NAME OF GRANTEE]** (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:

MIAMIDADE

COUNTY

- 2. AMOUNT OF GRANT:
- 3. PROJECT:
- 4. ITEMIZED PROJECT BUDGET: (as described in the Restatement of Project Budget attached hereto)
- 5. GRANT START DATE:
- 6. GRANT END DATE:
- 7. REPORT DEADLINE:

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/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 October, 2022 as provided with the grant award package, and with those provisions outlined in the notarized and attached Universal Affidavit. Further, the Grantee agrees that the funded project will be executed in substantially the form outlined in the original application as approved for funding; in accordance with the program guidelines of the **SUMMER ARTS & SCIENCE CAMPS FOR KIDS (SAS-C)** program and within the scope of budget submitted in the attached Restatement of Project Budget.

(Grantee's Corporate Seal)

Signature Authorized Official #1

Printed Name/Title Authorized Official #1

Signature Authorized Official #2

Printed Name/Title Authorized Official #2

Approved for form and legal sufficiency by the Miami-Dade County Attorney (10/2022).

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS GENERAL TERMS AND CONDITIONS FOR SAS-C and YEP GRANTS (October, 2022) – ARTICLES II, III, IV and V

ARTICLE II

1. <u>Parties</u>: 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. <u>Amount and Payment of Grant Award</u>: 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. <u>Project Description</u>: 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. <u>Project Budget</u>: 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.

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5. <u>Grant End Date</u>: 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. <u>Report Deadline</u>: 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 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. <u>Program Monitoring and Evaluation</u>: 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 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. <u>Bank Accounts</u>: 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. <u>Accounting and Financial Review</u>: 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. <u>Publicity and Credits:</u> 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 Page 3 of 11 General Terms and Conditions for SAS-C and YEP Grants (10/2022)



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: <u>The Children's Trust Media Kit & Logos</u>.

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. <u>Liability and Indemnification</u>: 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. <u>Assignment</u>: 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. <u>Compliance with Laws</u>: 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
Page 4 of 11
General Terms and Conditions for SAS-C and YEP Grants (10/2022)

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 <u>not</u> 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. <u>Remedies</u>: 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. <u>Indulgence Will Not Be A Waiver of Breach</u>: 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. <u>Written Notices</u>: 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. <u>Captions Used in the Agreement</u>: 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. <u>Contract Represents Total Agreement</u>: 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, Page 6 of 11 General Terms and Conditions for SAS-C and YEP Grants (10/2022)

Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division; or.

2. The Company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida," issued by the State of Florida Department of Insurance and is a member of the Florida Guaranty Fund.

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

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

ARTICLE IV - TERMINATION

If, for any reason, the Grantee shall fail to fulfill in a timely and proper manner its obligations under the Agreement, or should violate any of the covenants, agreements, or stipulations of the Agreement, the County shall thereupon have the right to terminate the Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

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

ARTICLE V - SPECIAL CONDITIONS

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

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

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

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

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

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

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

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

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

Article II.4: Project Budget – ¶ 2:

Indirect Administrative Costs

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

Article II.5: Grant End Date – ¶ 2:

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

Article II.6: Report Deadline – ¶ 5:

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

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

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

Contract Compliance Issues include:

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

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

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

- 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:
 <u>https://www.miamidadearts.org/sites/default/files/files/inline/cwd_priority_pops_definitions_samis_quide_2016</u>
- 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
 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

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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 a. Number of actual days attended	• SAS-C • YEP Cat A	<=10%	11-20%	-3 points Mgt/Fin Capability	21-30%	-5 points Mgt/Fin Capability	>30%	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:

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- o 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)
- o Child's Current Grade Range (Elementary, Middle, High School, Not in School)
- o Child's Current School
- Disabilities served
- $\circ \quad \text{Disability Type} \\$
- \circ Dependency
- Delinquency

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

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