

**MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS**  
**GENERAL TERMS AND CONDITIONS FOR SAS-C and YEP GRANTS (October, 2023) – ARTICLES II, III, IV and V**

**ARTICLE II**

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

2. **Amount and Payment of Grant Award:** The total amount of the grant is specified in Article I.2. By making this grant, Miami-Dade County assumes no obligation to provide financial support of any type whatever in excess of the total grant amount. Cost overruns are the sole responsibility of the Grantee. Grant funds will be supplied to the Grantee once the award is approved and subject to the conditions and limitations as outlined in the Agreement and its accompanying articles and attachments.

Miami-Dade County’s obligation to pay the award under the Agreement is contingent upon an appropriation by the Miami-Dade County Mayor and the Board of County Commissioners and on the availability of funds. In the event that County funds on which the Agreement is dependent do not materialize or are withdrawn, the Agreement is terminated and the County has no further liability to the Grantee, beyond that already incurred by the termination date. In the event of a County revenue shortfall, the total grant will be reduced accordingly. Such termination or reduction of the total grant shall not affect the responsibility of the Grantee under the Agreement as to those funds distributed.

3. **Project Description:** The Grantee may use the grant only for the purposes which are specifically described in Article I.3, designated “Project,” as documented in the Grantee’s program application and in accordance with the published guidelines of the grant program through which this grant is being awarded. Any necessary changes in the scope of the project are cited in the attached Restatement of Project Budget. Further, it is expressly understood and agreed that the Grantee’s program(s) supported by these grant funds must be open and accessible to the public, provide public exposure and benefit the public unless otherwise noted under Article V, “Special Conditions,” of the Agreement.

Amendments to this Agreement and/or project revisions believed to be necessary for the purpose of completing the project, but which do not increase the amount of the grant award or substantially alter the original project, its quality, impact, or benefit to the organization, the County or its citizens, must be submitted/requested in writing to the Director sufficiently prior to implementation of revisions for the Director’s execution (in the case of an amendment) or approval (in the case of a revision). Revisions include, but are not limited to those affecting project scope, venue, artistic selections, program titles, timeframe and participants and transition to virtual programs and/or other program delivery strategies. The Director will make the final determination on revisions within fourteen (14) business days of the date of receipt of the request in the Department of Cultural Affairs’ offices.

4. **Project Budget:** The Grantee agrees to demonstrate fiscal stability and the ability to administer grant funds responsibly and in accordance with standard accounting practices by developing and adhering to a project budget that is based upon reasonable revenue development and expenditures projected to accomplish the project covered under the Agreement. This budget is referenced in Article 1.4 and is attached to the Agreement as the Restatement of Project Budget, and the Grantee agrees that all expenditures will be subject to the terms of the Agreement and will not significantly deviate from the budget included as a part of the Grantee’s program application or funding request information provided to the Miami-Dade County Department of Cultural Affairs. **The Grantee agrees and expressly understands that any grant budget revisions including line-item changes necessary for the purpose of completing the project must be requested in writing to the Director for their consideration prior to the Grant End Date stated in Article I.6 and that any requested changes may not exceed fifty percent (50%) of the total amount of the grant award.** The Director will approve or disapprove the Grantee’s request in writing within fourteen (14) business days of the date of receipt of the request in the Department’s offices.

**5. Grant End Date:** The Grantee shall encumber all grant and matching funds on or before the Grant End Date as outlined in Article I.6. Any grant funds not encumbered by the Grant End Date or for which a project extension has not been requested, or any encumbered funds not expended within forty-five (45) days of the Grant End Date shall revert to the Department and the Agreement shall be terminated in accordance with Article II.14. A project extension may be requested in writing from the Director at least thirty (30) business days prior to the Grant End Date. The Director, at their discretion, may grant up to two (2) one (1) year extensions of the Grant End Date so long as such extensions will not significantly alter the project including its quality, impact, or benefit to the organization, the County or its citizens.

**6. Report Deadline:** To demonstrate that the Grantee has used the grant award for the project as approved (Article I.3.) and the Itemized Project Budget (Article I.4.) as attached to the Agreement as the Restatement of Project Budget, and has met and fulfilled all requirements as outlined in the Agreement, original application, and any other substantive materials as may be attached or included as a condition to this grant award, the Grantee must submit to the Director or their designee, a written Final Report documenting that the Grantee is meeting or has fulfilled all project and financial requirements. This report is to be received by the Director or their designee by the date specified in Article I.9. in the form specific to the program through which this grant is being awarded. **The Grantee agrees and expressly understands that in making Final Report to the Department, any deviation from the grant expense budget attached to the Agreement as the Restatement of Project Budget must be requested in writing to the Director for their consideration prior to the Grant End Date stated in Article I.6 and that any requested changes may not exceed fifty percent (50%) of the total amount of the grant award.** The Director, at their sole discretion, may require the Grantee to submit interim reports demonstrating progress on the project and accounting for project expenses to date. The Director may also require that a compilation statement or independent financial audit encompassing the entire grant period and accounting for the expenditure of grant funds be prepared by an independent certified public accountant at the expense of the Grantee.

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

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

If the Grantee fails to submit the required Final Report by the deadline date specified in Article I.9., the Director may terminate the Agreement in accordance with Article II.14. Further, the Director or their designee must approve this report before the Grantee is deemed to have met all conditions of the grant award.

**7. Program Monitoring and Evaluation:** The Director or their designee may monitor and conduct an evaluation of the Grantee's operations and the project for which this grant is provided, which may include visits by County representatives to:

observe the project or Grantee's programs, procedures, and operations; discuss the Grantee's programs with the Grantee's personnel; and/or evaluate the public impact of these funded events and activities.

Upon request, the Grantee shall provide the Director with notice of all meetings of its Board of Directors or governing board, general activities, and project-related events. In the event the Director or their designee conclude, as a result of such monitoring and/or evaluation, that the Grantee is not in compliance with the terms of the Agreement, is not fulfilling other program requirements or stipulations for which this Grant has been provided or for other reasons which significantly impact on the Grantee's ability to fulfill the conditions of this grant award, the Director or their designee must provide in writing to the Grantee, within thirty (30) days of the date of said monitoring/evaluation, notice of the inadequacy or deficiencies noted which may significantly impact on the Grantee's ability to complete the project or fulfill the terms of the Agreement within a reasonable time frame. If Grantee refuses or is unable to address the areas of concern within thirty (30) days of receipt of such notice, the Director, at their discretion, may take other actions, which may include the withholding, reduction or rescission of grant funds until such time as the Grantee can demonstrate that such issues have been corrected.

Further, in the event that the Grantee refuses or is unable to address the areas of concern and the grant award has been disbursed in full or in part, then the Director may request the return of the full or partial grant payment. At the Director's sole discretion, a Grantee found to be deficient or in default of a previous grant contract may be declared permanently ineligible to apply to the Department of Cultural Affairs' grants programs. Reinstating the Grantee's eligibility to apply is also at the Director's sole discretion and may only be considered after all deficient areas on prior grants having been addressed to the satisfaction of the Director.

If Grantee is not in compliance with the conditions of any other County agreement, the Director, at their discretion, may take other actions, which may include the withholding, reduction or rescission of grant funds until such time as the Grantee can demonstrate that such issues have been corrected.

**8. Bank Accounts:** Monies received pursuant to the Agreement shall be kept in accounts in established Florida banks, credit unions or savings and loan associations whose identity shall be disclosed in writing, with the identity and title of individuals whom the Grantee authorizes to withdraw or write checks on grant funds from the banking institution identified on the "Bank Account Disclosure" form submitted by the Grantee. These accounts need not be accounts which are segregated from other accounts maintained by the Grantee. However, it is highly recommended that the Grantee maintain a separate account for these grant funds.

**9. Accounting and Financial Review:** The Grantee must keep accurate and complete books and records for all receipts and expenditures of this grant award and any matching funds required in conformance with reasonable general accounting standards. These books and records, as well as all documents pertaining to payments received and made in conjunction with this grant, such as vouchers, bills, invoices, receipts and canceled checks, shall be retained in Miami-Dade County in a secure place and in an orderly fashion by the Grantee for at least five (5) years after: the Grant End Date specified in Article I.6.; the expiration of an extended grant period as approved by the Director; the completion of a County requested or mandated audit or compliance review; the conclusion of a legal action involving the grant award, the Grantee and/or project or activities related to the grant award.

The Director or their designee may examine these books, records and documents at the Grantee's offices or other approved site under the direct control and supervision of the Grantee during regular business hours and upon reasonable notice. Furthermore, the Director may, upon reasonable notice and at the County's expense, audit or have audited all financial records of the Grantee, whether or not purported to be related to this grant.

**10. Publicity and Credits:** The Grantee must include the following credit line in all printed and electronic promotional and marketing materials related to this grant including websites, news and press releases, public service announcements, broadcast media, event programs, videos, and publications: **"With the support of the Miami-Dade County Department of Cultural Affairs and the Cultural Affairs Council, the Miami-Dade County Mayor and Board of County Commissioners."** For radio, television and/or online broadcast, we require the following voice-over language: **"This program is supported in part by the Miami-Dade County Department of Cultural Affairs."** For television and online broadcast, display of the County logo and the "[www.miamidadearts.org](http://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](http://www.miamidadearts.org) under Grantee

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

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

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

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

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

**11. Liability and Indemnification:** It is expressly understood and intended that the Grantee, as the recipient of grant funds, is not an officer, employee or agent of Miami-Dade County, its Board of County Commissioners, its Mayor, the Department of Cultural Affairs or the Cultural Affairs Council. Further, for purposes of the Agreement and the grant project or activity, the parties hereto agree that the Grantee, its officers, agents and employees are independent contractors.

The Grantee shall take all actions as may be necessary to ensure that its officers, agents, employees, assignees and/or subcontractors shall not act as nor give the appearance of that of an agent, servant, joint venturer, collaborator or partner of the Department of Cultural Affairs, the Cultural Affairs Council, the Miami-Dade County Mayor, the Miami-Dade County Board of County Commissioners, or its employees.

The Grantee agrees to be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in the Agreement, including entering into subcontracts with vendors for services and commodities, provided that it is understood by the Grantee that Miami-Dade County shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract, and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

The Grantee shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, law suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Agreement by the Grantee or its employees, agents, servants, partners, principals or subcontractors. The Grantee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the County, where applicable including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The Grantee expressly understands and agrees that any insurance protection required by the Agreement or otherwise provided shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the County or its officers, employees, agents and instrumentalities as herein provided.

**12. Assignment:** The Grantee is not permitted to assign this grant award or any portion thereof. Any purported assignment will render this grant null and void and the Grantee shall be subject to immediate rescission of the full amount of the grant award and reimbursement by the Grantee of its full value to the County.

**13. Compliance with Laws:** It shall be a contractual obligation of the Grantee hereunder, that during the term of the Agreement, the Grantee agrees to abide by and be governed by all applicable federal, state and county laws and the terms of grants made to Miami-Dade County and the Miami-Dade County Department of Cultural Affairs and Cultural Affairs Council, of which this grant is a sub grant, including, but not limited to the following Miami-Dade County Ordinances, Resolutions, sections

of the County Code and federal laws: County Ordinance No. 72-82 - Miami-Dade County's Conflict of Interest and Code of Ethics Ordinance - as amended, which is incorporated herein by reference as if fully set forth herein;

- (a) Section 2-8.1- of the Miami-Dade County Code - Ownership Disclosure;
- (b) County Ordinance No. 90-133- Amending Sec. 2-8.1; (d)(2) - Employment Disclosure;
- (c) Section 2-8.6 -of the County Code - Criminal Record;
- (d) County Ordinance No. 92-15 codified as Section 2-8.1.2 of the County Code - Employment Drug-free Workplace;
- (e) County Ordinance No. 142-91 codified as Section 11A -29 et. seq. of the County Code – Family Leave;
- (f) County Resolution R-385-95 - Miami-Dade County Disability Nondiscrimination Affidavit, incorporating the following Federal laws and Acts:
  - (1) The Americans with Disabilities Act of 1990 (ADA), Pub.L. 101-336, 104 Stat. 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment;
  - (2) Title II, Public Services;
  - (3) Title III, Public Accommodation and Services Operated by Private Entities; and Section 504 of the Rehabilitation Act of 1973;
  - (4) Title IV, Telecommunications;
  - (5) Title V, Miscellaneous Provisions: The Rehabilitation Act of 1973, 29 U.S.C. Section 794; The Federal Transit Act, as amended 49 U.S.C. Section 1612; The Fair House Act as amended, 42 U.S.C. Section 3601 - The foregoing requirements of this section shall not pertain to contracts with the United States or any department or agency thereof, or the State or any political subdivision or agency thereof or any municipality of this State;
- (g) Section 2-8.1 (c) of the County Code regarding Delinquent and Currently Due Fees or Taxes

The Grantee has certifiably indicated compliance with these laws, ordinances, and resolutions by properly executing the affidavits attached hereto.

Further, all funded activities must provide equal access and equal opportunity in employment and services, and may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation or physical ability, in accordance with Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972 as amended (42 U.S.C. 2000d et seq.), the Americans with Disabilities Act (ADA) of 1990, Section 504 of the Rehabilitation Act of 1973, and Miami-Dade County ordinances No. 97-170, § 1, 2-25-97 and No. 98-17, § 1, 12-1-98.

#### E-Verify

Effective January 1, 2021, section 448.095(e) of the Florida Statutes requires all public employers, contractors and subcontractors, including The Children's Trust providers, to use the E-Verify system to establish the authorization of new employees, including all new subcontractors and professional services consultants, to work in this country. Providers must also obtain and keep an affidavit from its subcontractors affirming that the subcontractors do not employ, contract or subcontract with any individuals who are not authorized to work in the US.

Providers who have been found to violate the statute will have their agreement or contract terminated, and not renewed for at least a year, per Florida Statutes. If a provider's subcontractor has violated the statute, the provider must immediately terminate the subcontractor.

The E-Verify system is Internet-based and operated by the Department of Homeland Security that verifies the employment eligibility of employees. For more information on E-Verify and 448.095(e), F.S. (2020), go to <https://www.e-verify.gov/>.

**14. Remedies:** In the event the Grantee shall fail to materially conform with any of the provisions of the Agreement or its attachments referenced herein, the Director may withhold or cancel all, or any, unpaid installments of the grant upon giving five (5) calendar days written notice to the Grantee, and the County shall have no further obligation to the Grantee under the Agreement. Further, in the event of a material breach of any term or condition of the Agreement, upon five (5) calendar days

written demand by the Director, the Grantee shall repay to Miami-Dade County all portions of the grant which have been received by the Grantee, but which have not actually been disbursed by the Grantee as of the date that the written demand is received.

In the event this grant is canceled, or the Grantee is requested to repay grant funds because of a breach of the Agreement, the Grantee may be declared permanently ineligible to apply to the Department of Cultural Affairs' grants programs. Reinstating the Grantee's eligibility to apply is also at the Director's sole discretion and may only be considered after all deficient areas on prior grants having been addressed to the satisfaction of the Director. Further, the Grantee will be liable to reimburse Miami-Dade County for all unauthorized expenditures discovered after the expiration of the grant period. The Grantee will also be liable to reimburse the County for all lost or stolen grant funds.

Grant funds which are to be repaid to Miami-Dade County pursuant to this Section or other Sections in the Agreement, are to be repaid by delivering to the Director a certified check for the total amount due, payable to the Miami-Dade County Board of County Commissioners.

These provisions do not waive or preclude the County from pursuing any other remedy, which may be available to it under the law.

**15. Indulgence Will Not Be A Waiver of Breach:** The indulgence of either party with regard to any breach or failure to perform any provision of the Agreement shall not be deemed to constitute a waiver of the provision or any portion of the Agreement either at the time the breach or failure occurs or at any time throughout the term of the Agreement.

**16. Written Notices:** Any written notices required under the Agreement will become effective when delivered in person or upon the receipt of a certified letter addressed to the Grantee at the address specified in Article I.1 of the Agreement, and to the Director when addressed as follows: Director, Miami-Dade County Department of Cultural Affairs, 111 NW First Street, Suite 625, Miami, Florida 33128.

**17. Captions Used in the Agreement:** Captions as used in the Agreement are for convenience of reference only and should not be deemed or construed as in any way limiting or extending the language or provisions to which such captions may refer.

**18. Contract Represents Total Agreement:** The Agreement, including its special conditions and attachments, represents the whole and total agreement of the parties. No representations, except those contained within the Agreement and its attachments, are to be considered in construing its terms. Other than as specified in this agreement as delegated to the Director, no other modifications or amendments may be made to the Agreement unless made in writing, signed by both parties, and approved by appropriate action by the Miami-Dade County Board of County Commissioners and Mayor.

### **ARTICLE III - INSURANCE**

The Grantee must maintain and shall furnish upon request to the Director or their designee, certificates of insurance indicating that insurance has been obtained which meets the requirements as outlined below:

1. Workers Compensation Insurance for all employees of the Grantee as required by Florida Statute 440.
2. Commercial General Liability Insurance in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.
3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the project, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

The insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

1. The Company must be rated no less than "B" as to the management, and no less than "Class V" as to financial strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company,

- Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division;  
or,
2. The Company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida," issued by the State of Florida Department of Insurance and is a member of the Florida Guaranty Fund.

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

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

#### **ARTICLE IV - TERMINATION**

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

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

#### **ARTICLE V - SPECIAL CONDITIONS**

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

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

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

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

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

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

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

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

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

## **Article II.4: Project Budget – ¶ 2:**

### **Indirect Administrative Costs**

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

## **Article II.5: Grant End Date – ¶ 2:**

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

## **Article II.6: Report Deadline – ¶ 5:**

SAS-C Grantees:

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

YEP Grantees:

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



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

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

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

### **Contract Compliance Issues include:**

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

- For SAS-C, Final Reports are due within forty-five (45) days of the project completion date.
- For YEP, Final Reports are due within thirty (30) days of the project completion date.
- Final Reports will not be recorded as being submitted to the Department of Cultural Affairs until all required reporting components are submitted via the Department's online grants system, which include:
  - a. All Final Report Tasks in SurveyMonkey Apply
  - b. Final Report Expense Summary Template
  - c. Copies of cancelled checks or bank issued evidence of payments, together with corresponding invoices/receipts
  - d. 3 support documents related to the funded project, such as:
    - i. brochures / flyers
    - ii. press releases / news clips / advertisements
    - iii. sample photos or other media documenting project activities
    - iv. parent / student / teacher surveys or testimonials
  - e. Student Roster Template(s) (SAS-C / YEP Category A)
  - f. Youth Arts & Science Pre- and Post- Assessments (SAS-C / YEP Category A)
  - g. The Children's Trust Child Information Forms/ data (SAS-C / YEP Category A)
  - h. Student Attendance Log / Records (SAS-C / YEP Category A)

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

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

- a. At least fifteen (15%) percent of the total number of children/youth contracted to be served must be children/youth with disabilities. For definitions and more information on reporting about children with disabilities go to:

[https://www.miamidadearts.org/sites/default/files/files/inline/cwd\\_priority\\_pops\\_definitions\\_samis\\_guide\\_2016-17.pdf](https://www.miamidadearts.org/sites/default/files/files/inline/cwd_priority_pops_definitions_samis_guide_2016-17.pdf)

- 4) **Insufficient Student Data (missing, incomplete, inaccurate, or insufficient attendance and/or pre/post assessments) (SAS-C / YEP Category A)**
- 5) **Failure to attend the required All Kids Included (AKI) Professional Development Workshop on Inclusion Strategies for Children and Youth with Disabilities as described in the SAS-C program guidelines (SAS-C)**

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

SAS-C and YEP Contract Compliance Infraction Policy								
Compliance Issue	Grant Program	Grace Period	Infraction	Penalty	Infraction	Penalty	Infraction	Penalty
1) Late reporting	<ul style="list-style-type: none"> <li>• SAS-C</li> <li>• YEP Cat A</li> <li>• YEP Cat B</li> <li>• YEP Cat C</li> </ul>	<=7 days	8-14 days	-3 points Mgt/Fin Capability	15-44 days	-5 points Mgt/Fin Capability	>44 days	1 year Ineligible
2) Total number of children/youth contracted to be served	<ul style="list-style-type: none"> <li>• SAS-C</li> <li>• YEP Cat A</li> </ul>	<=5%	6-10%	-3 points Mgt/Fin Capability	11-15%	-5 points Mgt/Fin Capability	>15%	1 year Ineligible
3) Number of children/youth with disabilities contracted to be served	<ul style="list-style-type: none"> <li>• SAS-C</li> <li>• YEP Cat A</li> </ul>	<=5%	6-10%	-3 points Mgt/Fin Capability	11-15%	-5 points Mgt/Fin Capability	>15%	1 year Ineligible
4) Insufficient Data	<ul style="list-style-type: none"> <li>• SAS-C</li> <li>• YEP Cat A</li> </ul>	<=10%	11-20%	-3 points Mgt/Fin Capability	21-30%	-5 points Mgt/Fin Capability	>30%	1 year Ineligible
a. Number of actual days attended	<ul style="list-style-type: none"> <li>• SAS-C</li> <li>• YEP Cat A</li> </ul>	<=5%	6-10%	-3 points Mgt/Fin Capability	11-15%	-5 points Mgt/Fin Capability	>15%	1 year Ineligible
b. Pre-Assessments	<ul style="list-style-type: none"> <li>• SAS-C</li> <li>• YEP Cat A</li> </ul>	<=5%	6-10%	-3 points Mgt/Fin Capability	11-15%	-5 points Mgt/Fin Capability	>15%	1 year Ineligible
c. Post-Assessments	<ul style="list-style-type: none"> <li>• SAS-C</li> <li>• YEP Cat A</li> </ul>	<=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	<ul style="list-style-type: none"> <li>• SAS-C</li> </ul>	n/a	1 or more hours late	-3 points Mgt/Fin Capability	2 or more hours late	-5 points Mgt/Fin Capability	*absent	1 year Ineligible

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

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

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

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

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

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

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