Memorandum

MIAMI-DADE COUNTY

Date: May 5, 2009

Agenda Item No. 10(A)(1)

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: FY 2008-2009 Community Grants Program – Third Quarter Recommendations for a total of $170,000

Recommendation

It is recommended that the Board approve the funding of 36 grants for a total of $170,000 from the FY 2008-2009 Community Grants Program – Third Quarter. Attached is a list describing the projects being recommended for funding.

Scope

The impact of this agenda item is countywide.

Fiscal Impact/Funding Source

Funding for the Community Grants Program comes from Department of Cultural Affairs' proprietary revenues approved in the FY 2008-2009 budget.

Track Record/Monitor

Each recommended, non-profit cultural organization has a track record of following Departmental grant requirements and contractual conditions. Michael Spring, Director of the Miami-Dade Department of Cultural Affairs, is responsible for monitoring the grant contracts.

Background

The FY 2008-2009 Community Grants Program panel convened on March 12, 2009 to review 36 applications requesting $288,750 for the Third Quarter of the program. The Panel recommended funding 36 applicants for a total of $170,000. The Cultural Affairs Council approved these recommendations at their meeting on March 25, 2009.

The projects selected for funding represent a diversified range of activities and demographic locations. In its deliberations, the panel carefully considered and applied the Community Grants guidelines, as outlined below.

The Community Grants Program is responsive on a quarterly basis to organizations, which develop small and large-scale community-based programs, projects, events, and publications. The program is particularly sensitive to the needs of: 1) indigenous cultural neighborhood activities and projects encouraging the preservation of heritage, traditions and culture; and 2) social service organizations and cultural groups developing collaborative intervention projects.

Each applicant organization was evaluated specifically based on the following competitive review criteria: 1) quality of program; 2) administrative capability; 3) marketing strategy; 4) fundraising efforts; and 5) geographic location of event.

Assistant County Manager

MEMORANDUM
(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: May 5, 2009

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 10(A)(1)

Please note any items checked.

_____ **"4-Day Rule" ("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**

_____ **Bid waiver requiring County Mayor's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 10(A)(1)

5-5-09

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE APPROVAL OF THIRTY-SIX (36) GRANTS FOR A TOTAL OF $170,000 FROM THE DEPARTMENT OF CULTURAL AFFAIRS FY 2008-2009 COMMUNITY GRANTS PROGRAM –THIRD QUARTER WITH ARTSPRING, INC.; CAMPOSITION, INC. A/F/A FOR LA FORTUNA; CITY OF MIAMI COMMUNITY REDEVELOPMENT AGENCY; CITY OF MIAMI MODEL CITY NEIGHBORHOOD ENHANCEMENT TEAM (NET); CULTURE IN THE CITY, INC. A/F/A FOR ANIMATE OBJECTS PHYSICAL THEATER; EARTH LEARNING, INC.; EARTHMAN PROJECT, INC., THE; FIRE HAUS PROJECTS, INC.; FRIENDS OF THE JAPANESE GARDEN, INC.; FRIENDS OF THE JAPANESE GARDEN, INC. A/F/A FOR EDGEREP, INC.; FRIENDS OF THE YOUNG MUSICIANS CAMP, INC.; GALATA, INC.; GREATER MIAMI BILLFISH TOURNAMENT, INC.; HAITIAN AMERICAN YOUTH TASK FORCE, INC.; HISPANIC-AMERICAN LYRIC THEATRE, INC. A/F/A ERE BISTOURY, INC.; HISPANIC-AMERICAN LYRIC THEATRE, INC. A/F/A TEATRO FLAMENCO CARMEN RUBIO; HOLOCAUST DOCUMENTATION AND EDUCATION CENTER, INC.; HUMAN SERVICES COALITION OF DADE COUNTY, INC.; LOVEWELL INSTITUTE FOR THE CREATIVE ARTS, INC.; MASTER CHORALE OF SOUTH FLORIDA, INC.; MIAMI OVERSEAS CHINESE ASSOCIATION, INC.; MIAMI RIVER FUND, INC.; MIAMI-DADE BEACON COUNCIL, INC., THE; MIAMI-DADE COUNTY PARK AND RECREATION DEPARTMENT - DIVISION OF ARTS AND CULTURE; MIAMI-DADE PUBLIC LIBRARY FOUNDATION, INC.; MICHAEL ANN RUSSELL JEWISH COMMUNITY CENTER, INC.; MIMO BISCAYNE ASSOCIATION, INC.; MUSICAL ARTS ASSOCIATION OF MIAMI, INC.; THE; NATIONAL ART EXHIBITIONS BY THE MENTALLY ILL, INC.; NEW WORLD FESTIVAL, INC.; SIEMPRE FLAMENCO, INC.; SOCIEDAD CULTURAL SANTA CECILIA, INC.; ST. THOMAS EPISCOPAL CHURCH, INC.; URGENT, INC.; VIRGINIA KEY BEACH PARK TRUST; VIZCAYANS, INC., THE

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 approves the funding of thirty-six (36) grants for a total of $170,000 from the Department of Cultural Affairs FY 2008-2009 Community Grants Program –Third Quarter as follows:

1.	ArtSpring, Inc.	$4,504
2.	Camposition, Inc. a/f/a for La Fortuna	$2,252
3.	City of Miami Community Redevelopment Agency	$3,753
4.	City of Miami Model City Neighborhood Enhancement Team (NET)	$3,753
5.	Culture in the City, Inc. a/f/a for Animate Objects Physical Theater	$5,629
6.	Earth Learning, Inc.	$5,629
7.	Earthman Project, Inc., The	$3,378
8.	Fire Haus Projects, Inc.	$3,753
9.	Friends of the Japanese Garden, Inc.	$2,627
10.	Friends of the Japanese Garden, Inc. a/f/a for EdgeRep, Inc.	$3,753
11.	Friends of the Young Musicians Camp, Inc.	$5,629
12.	Galata, Inc.	$5,629
13.	Greater Miami Billfish Tournament, Inc.	$3,753
14.	Haitian American Youth Task Force, Inc.	$3,003
15.	Hispanic-American Lyric Theatre, Inc. a/f/a ERE Bistoury, Inc.	$3,753
16.	Hispanic-American Lyric Theatre, Inc. A/F/A Teatro Flamenco Carmen Rubio	$4,504
17.	Holocaust Documentation and Education Center, Inc.	$5,629

18.	Human Services Coalition of Dade County, Inc.	$3,753
19.	Lovewell Institute for the Creative Arts, Inc.	$4,000
20.	Master Chorale of South Florida, Inc.	$4,128
21.	Miami Overseas Chinese Association, Inc.	$6,005
22.	Miami River Fund, Inc. (MRFI)	$6,005
23.	Miami-Dade Beacon Council, Inc., The	$5,629
24.	Miami-Dade County Park and Recreation Department - Division of Arts and Culture	$5,254
25.	Miami-Dade Public Library Foundation, Inc.	$6,380
26.	Michael Ann Russell Jewish Community Center Inc	$6,380
27.	Mimo Biscayne Association, Inc.	$6,005
28.	Musical Arts Association of Miami, Inc., The	$5,629
29.	National Art Exhibitions by the Mentally Ill, Inc.	$5,629
30.	New World Festival, Inc.	$7,503
31.	Siempre Flamenco, Inc.	$5,629
32.	Sociedad Cultural Santa Cecilia, Inc.	$4,504
33.	St. Thomas Episcopal Church, Inc.	$2,750
34.	Urgent, Inc.	$3,753
35.	Virginia Key Beach Park Trust	$4,504
36.	Vizcayans, Inc., The	$5,629

in substantially the form of the agreement attached hereto and made a part hereof; and authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County; and to exercise cancellation provisions contained herein.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of May, 2009. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Stephen Stieglitz

MIAMI-DADE COUNTY

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
Community Grants Program - «QUARTERCATEGORY»

GRANT AWARD AGREEMENT - ARTICLE I

The Miami-Dade County Department of Cultural Affairs and the Cultural Affairs Council, the Mayor and the Board of County Commissioners are pleased to announce that Miami-Dade County has awarded a grant as described herein to **«ORGANIZATION»** (hereinafter referred to as the Grantee). The grant award is the result of an extensive public review process, which found that the Grantee is performing a public service through its programs and projects, and is awarded as follows:

GRANTEE AND GRANT DESCRIPTION

1.	GRANTEE:	«ORGANIZATION» (EIN#«FEDERAL_ID») «ADDRESS», «CITY», «STATE» «ZIP»
2.	AMOUNT OF GRANT:	«AWARD»
3.	PROJECT:	«PROJECT_TITLE» (as described in the program application and any revisions attached hereto)
4.	ITEMIZED PROJECT BUDGET:	(as described in the Reinstatement of Project Budget attached hereto)
5.	GRANT START DATE:	«PROJECT_START_DATE»
6.	GRANT END DATE:	«PROJECT_END_DATE»
7.	REPORT DEADLINE:	«REPORT_DUE_DATE»

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

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

_____
Clerk, Miami-Dade County
Board of County Commissioners

_____
County Mayor or County Mayor's designee

GRANTEE:

Articles I, II, III, IV and V, together with their exhibits, the Restatement of Project Budget, original application and Universal Affidavit, make up this grant award contract. In signing this article, the undersigned officials, on behalf of the Grantee, certify that they have read and will abide by the terms and considerations set forth in the General Terms and Conditions for Grants (Articles II, III, IV and V) dated April, 2008 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 Community Grants 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 (4/2008).

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
GENERAL TERMS AND CONDITIONS FOR GRANTS (April, 2008) – 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 his 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.

Minor project revisions believed to be necessary for the purpose of completing the project, but which do not substantially alter the original project, its quality, impact, or benefit to the organization, the County or its citizens, must be requested in writing to the Director sufficiently prior to implementation of revisions for the Director's approval. Minor revisions include, but are not limited to those affecting project scope, venue, timeframe and participants. 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 his consideration prior to the Grant End Date stated in Article 1.6 and that any requested changes may not exceed twenty-five percent (25%) of the total amount of the grant award. The Director will approve or disapprove the Grantee's request in writing within fourteen (14) business days of the date of receipt of the request in the Department's offices.

5. Grant End Date: The Grantee shall encumber all grant and matching funds on or before the Grant End Date as outlined in Article I.6. Any grant funds not encumbered by the Grant End Date or for which a project extension has not been requested, or any encumbered funds not expensed within forty-five (45) days of the Grant End Date shall revert to the Department and the Agreement shall be terminated in accordance with Article II.14. A project extension may be requested in writing from the Director at least thirty (30) business days prior to the Grant End Date. The Director, at his discretion, may grant an extension of up to

one (1) year of the Grant End Date so long as such extension 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 his 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 his designee by the date specified in Article 1.7. in the form specific to the program through which this grant is being awarded. **The Grantee agrees and expressly understands that in making Final Report to the Department, any deviation from the grant expense budget attached to the Agreement as the Restatement of Project Budget must be requested in writing to the Director for his consideration prior to the Grant End Date stated in Article 1.6 and that any requested changes may not exceed twenty-five percent (25%) of the total amount of the grant award.** The Director, at his 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.

With the exception of grants made through the Major Cultural Institutions Grants Program, the Grantee 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 transactions are not acceptable unless a copy of a contract, invoice, receipt or other documentation supporting such cash payment is received, marked "paid" and signed by the recipient of the cash. The Director reserves the right to request original documentation to substantiate grant expenditures.

In the case of grants made through the Major Cultural Institutions Grants Program, the Grantee shall submit an independent financial audit of the fiscal year encompassing the grant period as part of its Final Report. If an audit is not prepared in time to meet the Final Report deadline, a compilation statement encompassing the grant period prepared by an independent certified public accountant or corporate financial officer, attesting to the Grantee's financial position as reported and to the Grantee's total compliance with the provisions of the grant, may be submitted in the interim until such time as the final audit is available.

In the event that the Grantee fails to submit the required Final Report by the deadline date specified in Article 1.7., the Director may terminate the Agreement in accordance with Article II.14. Further, the Director or his 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 his 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 his 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 his 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 his 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 subsequent to 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 his 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 two (2) 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 his 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 promotional and marketing materials related to this grant including web sites, news and press releases, public service announcements, broadcast media, event programs, 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." The grantee must also use the Department's logo in marketing and publicity materials whenever possible. Please call the Department to request an electronic logo file or download it from our website (www.miamidadearts.org).

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.

Grantees through the Department's All Kids Included initiative, Summer Arts and Science Camps for Kids (SAS-C), Youth Arts Enrichment program (YEP), and Youth Arts Miami (YAM) grants programs must include The Children's Trust logo (available for download at www.thechildrenstrust.org/MediaKit.asp) and the following statement in all materials related to the grant project, including but not limited to newsletters, press releases, brochures, fliers, websites or any other materials for dissemination to the media or general public:

> "The (insert event/program name) is funded by The Children's Trust. The Trust is a dedicated source of revenue established by voter referendum to improve the lives of children and families in Miami-Dade County."
>
> 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: "The (insert event/program name) is funded in part by The Children's Trust ....."

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

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

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

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

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

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

(a) County Ordinance No. 72-82 - Miami-Dade County's Conflict of Interest and Code of Ethics Ordinance - as amended, which is incorporated herein by reference as if fully set forth herein;
(b) Section 2-8.1- of the Miami-Dade County Code - Ownership Disclosure;
(c) County Ordinance No. 90-133- Amending Sec. 2-8.1; (d)(2) - Employment Disclosure;
(d) Section 2-8.6 -of the County Code - Criminal Record;
(e) County Resolutions R-202-96, R-206-96, R-13211-99;
(f) County Ordinance No. 92-15 codified as Section 2-8.1.2 of the County Code - Employment Drug-free Workplace;
(g) County Ordinance No. 142-91 codified as Section 11A -29 et. seq. of the County Code – Family Leave; County Resolution R-385-95 - Miami-Dade County Disability Nondiscrimination Affidavit, incorporating the following Federal laws and Acts:
    (1) The Americans with Disabilities Act of 1990 (ADA), Pub.L. 101-336, 104 Stat. 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment;
    (2) Title II, Public Services;
    (3) Title III, Public Accommodation and Services Operated by Private Entities; and Section 504 of the Rehabilitation Act of 1973;
    (4) Title IV, Telecommunications;
    (5) Title V, Miscellaneous Provisions: The Rehabilitation Act of 1973,29 U.S.C. Section 794; The Federal Transit Act, as amended 49 U.S.C. Section 1612; The Fair House Act as amended, 42 U.S.C. Section 3601 - The foregoing requirements of this section shall not pertain to contracts with the United States or any department or agency thereof, or the State or any political subdivision or agency thereof or any municipality of this State;
(h) Section 2-8.1 (c) of the County Code regarding Delinquent and Currently Due Fees or Taxes;

(i) Resolution R-1206-97 regarding Welfare Reform Work Participation.

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.

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 subsequent to 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, no 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 his designee, certificates of insurance indicating that insurance has been obtained which meets the requirements as outlined below:

Miami-Dade County Department of Cultural Affairs

FY2008-2009 Community Grants Program - Third Quarter

Organization/Project Description	*FY2008-2009 Recommendation*

1 ArtSpring, Inc. — $4,504

P.O. Box 343432, Florida City, FL 33034
Organization Established in 1992
Living Gardens
April 1 - June 30, 2009

Funds are requested to support Living Garden, an innovative project that combines a theatre program for incarcerated men serving short-term sentences with a horticulture program for elderly incarcerated men servicing long-term or life sentences. At the culmination of the 12-week program, the two groups will work together, exchanging theatre and design skills learned in both programs to develop an interactive performance presentation for other inmates and the outside community.

2 Camposition, Inc. a/f/a for La Fortuna — $2,252

247 SW 8 St. Ste. 201, Miami, FL 33130
Organization Established in 2006
White Shell Girl
May 8, 2009

Funds are requested to support the presentation of White Shell Girl, a traditional cultural dance piece that tells a historic parable of the Miami River. Local professional artists from the community will be performing. The performance will be held at The Platform Miami located at 7520 NE 4th Ct. in Miami and is open to the public.

3 City of Miami Community Redevelopment Agency — $3,753

49 NW 5th Street, Miami, FL 33128
Organization Established in 1995
Historic Overtown Folklife Fridays
April 3 - May 1, 2009

Funds are requested to support the monthly Historic Overtown Folklife Fridays' pilot program. This neighborhood festival seeks to celebrate diversity and spur Overtown economic revitalization through the arts and cultural preservation. The festival is held on the 9th Street Pedestrian Mall within the Overtown Folklife Village and features live music, food, arts and crafts. This event is free and open to the public.

4 City of Miami Model City Neighborhood Enhancement Team (NET) — $3,753

1000 NW 62nd Street, Miami, FL 33150
Organization Established in
8th Annual JUNETEENTH Celebration "Moving On Up A Little Higher"
June 18th, 19th and 20th, 2009

Funds are requested to support the 8th annual Juneteenth Celebration entitled "Moving on Up A Little Higher." Juneteenth, also known as Freedom Day, is an annual holiday celebrated on June 19th in the United States marking when word finally reached the slaves that they were free. It is celebrated through historical orators, spoken word, music and dance and is free and open to the public.

5 Culture in the City, Inc. a/f/a for Animate Objects Physical Theater — $5,629

5 Island Ave, Unit 11E, Miami Beach, FL 33139
Organization Established in 2006
Atlantis
May 2, 16 & 30, 2009

Funds are requested to support 'Atlantis,' an original aerial dance production performed at The Adrienne Arsht Center's Family Fest (Downtown Miami), at North Shore Park (North Miami Beach) and in Flamingo Park for City of Miami Beach's Arts in the Park (South Beach). These events are free and open to the public and geared towards families with children.

Organization/Project Description	*FY2008-2009 Recommendation*

6 Earth Learning, Inc. — $5,629

8201 SW 99 Court, Miami, FL 33173
Organization Established in 2003
EarthFest 2009
April 19, 2009

Funds are requested to support EarthFest 2009, an outdoor all-day event of live music, spoken-word, short presentations, workshops and activities that celebrate Earth and promote a sustainable South Florida that will take place at Crandon Park. Admission is free and free parking and shuttle from Vizcaya Metro station is offered.

7 Earthman Project, Inc., The — $3,378

1800 Michigan Avenue #3, Miami Beach, FL 33139
Organization Established in 1997
2009 "Hot" Earth Concert Tour
April 1 - June 30, 2009

Funds are requested to support The Earthman Project's innovative musical, theatrical, multi-media concert series celebrating Earth Day and the power adults and children have to make our community and world a better place to live in. These innovative concerts will touch residents and tourists from areas throughout our county as they are connected with festivals and community events.

8 Fire Hause Projects, Inc. — $3,753

8000 SW 26 Street, Miami, FL 33155
Organization Established in 2007
Altered Arts Spring Festival
April 11 - June 27, 2009

Funds are requested to support the Altered Arts Spring Festival, a creative collaboration between visual and performing artists. This project has three primary components: the creation of new works between artists of different disciplines, including visual and the performing arts; exhibitions of the new works for the broad community; and educational presentations by participating arts professionals.

9 Friends of the Japanese Garden, Inc. — $2,627

2333 Brickell Avenue, #417, Miami, FL 33129
Organization Established in 1984
Celebration of the 25th Anniversary of the Japanese Gardens
April 23, 2009

Funds are requested to support celebrating the 25th anniversary of the Japanese Garden with an afternoon featuring Japanese arts and crafts, including flower-arranging, the culinary arts, poetry, and other aspects of Japanese culture. The event will be held at the Japanese Garden on the MacArthur Causeway and is open to the public.

10 Friends of the Japanese Garden, Inc. afa for EdgeRep, Inc. — $3,753

2333 Brickell Avenue, #417, Miami, FL 33129
Organization Established in 1984
The Final Hours of Norma Jean
April 10, 11, 12, 17, 18, 19, 2009

Funds are requested to support the production of "The Final Hours of Norma Jeane" by Jim Tommaney, a dramatic full-length play that explores the mystery surrounding the death of the icon of the silver screen. The work received accolades in the 2007 book about Marilyn Monroe titled "The Immortal Marilyn."

Organization/Project Description	*FY2008-2009 Recommendation*

11 Friends of the Young Musicians Camp, Inc. — $5,629

12241 SW 103rd Ave., Miami, FL 33176
Organization Established in 2004
Young Musicians' Camp: Pre-College Program
June 22 - July 17, 2009

Funds are requested to support the Pre-College Program of the Young Musicians' Camp. Talented musicians receive coaching from UM faculty and world-famous musicians, such as Professor Paul Posnak, jazz great, Ira Sullivan, Latin music expert, Mitch Frohman, the Bergonzi String Quartet, and Broadway arranger, Julian Stein. The program culminates in a free public concert.

12 Galata, Inc. — $5,629

916 West Palm Drive, Florida City, FL 33034
Organization Established in 2000
One People, One Community Multi-Cultural Street Festival
May 2, 2009

Funds are requested to support the "One People, One Community Multi-Cultural Street Festival" in downtown Florida City. This free festival is a collaborative effort among multiple organizations whose goals are to promote unity and community collaboration among diverse cultures, as well as pride and cross-cultural understanding within the Anglo-American, African-American, Hispanic, Haitian and other ethnicities within the deep South Dade community.

13 Greater Miami Billfish Tournament, Inc. — $3,753

PO Box 1036, Key Biscayne, FL 33149
Organization Established in 1983
Baywalk Arts Festival
April 2 -5, 2009

Funds are requested to support the Baywalk Arts Festival, which takes place as part of the Yamaha Contender Miami Billfish Tournament. Created as a way to entertain and educate the broader community and families, the arts & crafts festival was developed as an additional component of the tournament's daily dock festivities which are free and open to the public.

14 Haitian American Youth Task Force, Inc. — $3,003

555 NW 87th Street, Miami, FL 33150
Organization Established in 2002
Ninth Annual Haitian American Cultural Celebration
April 4 - May 29, 2009

Funds are requested to support the 9th Annual Haitian American Cultural Celebration including Haitian Folkloric Dance Classes, Student Empowerment Workshop and culminating in the 9th annual event celebrating Haitian culture, student achievement and empowerment. These events will take place at the North Miami Senior High and MDC North Campus and are open to the public.

15 Hispanic-American Lyric Theatre, Inc. a/f/a ERE Bistoury, Inc. — $3,753

9130 S.W. 123 Ave. Ct., Miami, FL 33186
Organization Established in 1987
Dance Video Project "Schizo Bolo"
June 6, 2009

Funds are requested to support "Schizo Bolo" an interdisciplinary project that combines both modern dance concerts and video images showing the schizophrenic urban realities of the life in today's world. The end result is a stunning creation where the visual, the dance and music are glued together giving a sense of collective madness. The performance will take place at the 801 Projects Theater in Miami.

Organization/Project Description	*FY2008-2009 Recommendation*

16 Hispanic-American Lyric Theatre, Inc. A/F/A Teatro Flamenco Carmen Rubio

$4,504

9130 S.W. 123 Ave. Ct., Miami, FL 33186
Organization Established in 1987
"Lazos de Amor" (Ties of Love) Flamenco Ballet
June 6 -7, 2009

Funds are requested to support the flamenco ballet "Lazos de Amor" (Ties of Love) based on original flamenco musical themes. The ballet takes place in Cordoba, Spain in the year 1513 and tells the love story between a young Jewish man and a gypsy. "Lazos de Amor" was originally presented in September, 2007 at the Teatro de las Bellas Artes with great success where the two scheduled performances will again take place.

17 Holocaust Documentation and Education Center, Inc.

$5,629

2031 Harrison Street, Hollywood, FL 33020
Organization Established in 1980
Student Awareness Day
April 1, 2009

Funds are requested to support Student Awareness Day, a prejudice reduction program for Miami-Dade private, public and parochial high school students. The symposium, where students sit and talk with Holocaust Survivors, will raise awareness of the dangers of prejudice, discrimination, and hatred using the universal lessons of the Holocaust and other genocides.

18 Human Services Coalition of Dade County, Inc.

$3,753

260 NE 17th Terrace, Ste. 200, Miami, FL 33132
Organization Established in 1995
Community Crossroads Summit
April 4, 2009

Funds are requested to support a major community summit that will bring together prospective, emerging and experienced local community "change makers" from economically and culturally diverse backgrounds. At this engaging gathering, all attendees will participate in interactive arts activities and will learn tools for civic and community change, including storytelling and community dialogue. This summit's themes include economic prosperity and jobs and environmental sustainability and healthy communities. It launches a 3-year series of summits.

19 Lovewell Institute for the Creative Arts, Inc.

$4,000

1000 Corporate Dr., Suite 340, Ft. Lauderdale, FL 33334
Organization Established in 1989
Spring Break Musical Production Camp
April 6 - 10, 2009

Funds are requested to support a week-long musical production camp for middle school-aged children (ages 10-14) to be carried out during the Spring Recess. Thirty students will work with professional artists to write, produce and perform an original musical production to take place at the River Cities Community Charter School auditorium in Miami and open to the public.

20 Master Chorale of South Florida, Inc.

$4,128

6278 N. Federal Highway, #351, Ft. Lauderdale, FL 33308
Organization Established in 2003
Performance of Concert "Made in America"
April 26, 2009

Funds are requested to support the performance of "Made in America," a collection of compositions by American composers, with orchestra, at Trinity Episcopal Cathedral in Miami. The concert features Leonard Bernsteins's beloved "Chichester Psalms" and Morten Lauridsen's "Lux Aeterna" and other showcase American pieces. This event is open to the public.

Organization/Project Description	*FY2008-2009 Recommendation*

21 Miami Overseas Chinese Association, Inc. — $6,005

2340 NW 27th Ave., Miami, FL 33142
Organization Established in 2003
Miami Hong Kong Dragon Boat Festival Championship
April 25 & 26, 2009

Funds are requested to support the annual Miami Hong Kong Dragon Boat Festival, which prides itself on promoting Chinese and other Asian cultures through the sport of Dragon Boat Racing. The festival features Asian culture through art, Japanese drumming and martial arts demonstrations, Red Lantern dances and the Moonstone Circus where famous Chinese acrobats will perform. Admission to the event is free and open to the public.

22 Miami River Fund, Inc. (MRFI) — $6,005

c/o Robert King High, 1407 NW 7th Street, Ste. D, Miami, FL 33125
Organization Established in 1998
Miami Riverday 2009
April 4, 2009

Funds are requested to support the 13th annual Miami Riverday Festival, a unique event celebrating the natural resource and cultural heritage of the Miami River which flows 5.5 miles through Miami's urban core including Downtown, Overtown, Little Havana, Allapatah, Melrose, Spring Gardens, etc. The free festival features a variety of events for the entire family such as, live music, storytelling for children, folk-art, environmental information booths, boat tours and water taxi rides, historical re-enactments, a maritime exhibit and local cuisine. The event is free and open to the public.

23 Miami-Dade Beacon Council, Inc., The — $5,629

80 SW 8th Street, Suite 2400, Miami, FL 33130
Organization Established in 1986
Arts and Business Initiative: Cultural Exchange with Italy's Biblioteca Ambrosiana
June 1-June 30, 2009

Funds are requested to support a virtual tour of Italy's famed Biblioteca Ambrosiana, which houses masterpieces of Da Vinci, Botticelli and other masters at the Miami Dade College Freedom Tower. This month-long community event includes a free educational outreach program for students and seniors with lectures and a study-guide. Through the arts and business initiative, the Beacon Council is committed to prompting Miami-Dade County's great cultural treasures and furthering Miami-Dade's reputation as a world-class arts center.

24 Miami-Dade County Park and Recreation Department - Division of Arts and Culture — $5,254

275 NW 2nd Street, Suite 550, Miami, FL 33128
Organization Established in 1929
Calabash Visual Arts Festival
May 9, 2009

Funds are requested to support the production of the 3rd Annual Calabash Visual Arts Festival, a day-long free event in Liberty City highlighting the work of local working artists in that community. Presented in partnership with Kuumba Artist Collective, Calabash Visual Arts Festival includes art for sale, lectures, art demonstrations, and activities for children.

25 Miami-Dade Public Library Foundation, Inc. — $6,380

101 West Flagler Street, Miami, FL 33130
Organization Established in 2002
Art of Storytelling
April 27 - May 3, 2009

Funds are requested to support "The Art of Storytelling" which is a weeklong celebration of this art form. This year will be enhanced with a cultural exchange and collaboration with Toronto, Canada's Public Library. During this cultural and professional exchange, librarians and storytellers will research and perform their craft in each others' countries concluding with a weeklong series of professional artistic workshops, library visits, and international storytelling festival at the Miami-Dade Library's main branch. In its 9th year, this program attracts both a national and international audience.

Organization/Project Description	*FY2008-2009 Recommendation*

26 Michael Ann Russell Jewish Community Center Inc — $6,380

18900 NE 25 Avenue, North Miami Beach, FL 33180
Organization Established in 1987
Festival Yachad 2009 - Israeli Folk Dance Festival
May 31 and June 6, 2009

Funds are requested to support the JCC's annual Israeli Folk Dance Festival featuring 500 dancers from the JCC's Bamachol Dance Academy along with 200 dancers from invited Israeli dance groups from Latin America, Israel, Canada, and the USA. Festival Yachad will include two shows in North Miami Beach and they are open to the public.

27 Mimo Biscayne Association, Inc. — $6,005

686 NE 74th Street, Miami, FL 33138
Organization Established in 2007
Cinco De Mimo Festival
May 1-3, 2009

Funds are requested to support the 2nd Annual Cinco de MiMo Festival that will feature street performers, cultural exhibits, craft vendors, and walking and bus tours highlighting the Miami Modern style of design. The festival brings cultural awareness to this historically designated district and is free and open to the public.

28 Musical Arts Association of Miami, Inc., The — $5,629

200 S. Biscayne Blvd., Suite 3300, Miami, FL 33131
Organization Established in 2006
The Cleveland Orchestra Miami Residency Education and Outreach Program
April 2, 2009

Funds are requested to support The Cleveland Orchestra Miami Residency education and outreach program. Nearly 4,000 public school fifth-graders will be bussed to and from the Arsht Center to experience this reknowned symphony live. Study guides and CDs are given ahead of time to help teachers prepare and enhance the students' experience.

29 National Art Exhibitions by the Mentally Ill, Inc. — $5,629

P.O. Box 350891, Miami, FL 33135
Organization Established in 1988
21th Annual National Art Exhibit
May 1 - 31, 2009

Funds are requested to support the highly acclaimed NAEMI 21st Annual Art Exhibit, held at the Miami Center for the Photographic Arts. This month long exploration into a unique creative process showcases the work of 55 distinctively fascinating works by 20 artists with mental disabilities and provides Miami with creative presentations and performances.

30 New World Festival, Inc. — $7,503

1008 Alhambra Circle, Coral Gables, FL 33134
Organization Established in 1980
Mainly Mozart Festival XV - MMF 2009
May 10, 17, 24, 31 and June 7, 14, 21, 28, 2009

Funds are requested to support the Mainly Mozart Festival 2009, the 16th consecutive year that this series of chamber music will be played in Coral Gables' Westin Colonnade Hotel. The eight-concert series which began in Coral Gables to fill the summer musical vacuum centers principally on the music of Mozart, his contemporaries of the classical period in the history of music, and his artistic successors. The Festival which features the best Florida and international ensembles and soloists, has a very affordable admission and also has a concert that is free for children and adults who accompany them.

Organization/Project Description	*FY2008-2009 Recommendation*

31 Siempre Flamenco, Inc. — $5,629

8935 Byron Avenue, Surfside, FL 33154
Organization Established in 2002
4th Festival of Flamenco Song in Miami
March 3- May 10, 2009

Funds are requested to support the 4th Festival of Flamenco Song in Miami. This unique festival aims to honor a cultural heritage, and in so doing, pass it down to future generations. The Festival will consist of one main concert event that will be held at the Manual Artime Theater, plus several educational events that will be held at the Centro Cultural Espanol and Jakmel Art Gallery. These will include a free lecture/demonstration on flamenco, master classes in singing, guitar and dance and a special class for children.

32 Sociedad Cultural Santa Cecilia, Inc. — $4,504

7860 SW 32nd Street, Miami, FL 33155
Organization Established in 1996
2009 Concert Series
May 3, June 13, June 20 & July 4, 2009

Funds are requested to support the 2009 Concert Series. Performances will feature both classical music and folkloric music from Latin America performed at different venues in the underserved neighborhood of Little Havana at the Manuel Artime Theater and in the United Methodist Church in Weschester.

33 St. Thomas Episcopal Church, Inc. — $2,750

5690 North Kendall Drive, Coral Gables, FL 33156
Organization Established in 1977
Concerts at St. Thomas - All Stops Out!
May 16, 2009

Funds are requested to support a concert celebrating the International Year of the Organ. The evening will include choral works sung by massed local choirs and organ performances, all under the baton of internationally recognized organist and conductor, Dr. John Fenstermaker. The concert forms part of the "Concerts at St. Thomas" in Coral Gables and is open to the public.

34 Urgent, Inc. — $3,753

1600 NW 3rd Ave. Bldg. D, Miami, FL 33136
Organization Established in 1994
Rites of Passage International Convention & Unite for Peace Festival
May 1-3, 2009

Funds are requested to support the Rites of Passage International Convention & Unite for Peace Festival 2009. This three day event will provide youth a powerful opportunity to be creative, to perform, and to contribute to their community. This event will be held at the Hilton Miami Downtown with a parade from the Little Haiti Cultural Campus to downtown.

35 Virgina Key Beach Park Trust — $4,504

4020 Virginia Beach Drive, Miami, FL 33149
Organization Established in 1999
Green - Fun in the Sun Youth Festival
April 25, 2009

Funds are requested to support the Green Fun in the Sun Youth Festival on historic Virginia Key Beach Park from noon to 8 pm. This event is a celebration of outdoor activities, environmental initiatives, ocean conservation and healthy alternatives for the youth of the community. This event is free and open to the community with a cost of $3 entry fee for parking.

Organization/Project Description	*FY2008-2009 Recommendation*
36 Vizcayans, Inc., The 3251 South Miami Avenue, Miami, FL 33129 Organization Established in 1957 Toy Piano Day at Vizcaya ("Kun") April 26, 2009	$5,629

Funds are requested to support Toy Piano Day at Vizcaya (Kun"), a meditative spectacle for 64 toy pianos. The program will engage 64 musicians, local music students, and other community members in a public performance of 32 toy piano duets on the Museum grounds. The event will be open to the public with paid admission and 100 free tickets will be distributed to local students.

MIAMI-DADE COUNTY
BOARD OF COUNTY COMMISSIONERS
OFFICE OF THE COMMISSION AUDITOR

Legislative Notes

Agenda Item: 10(A)1

File Number: 090812

Committee(s) of Reference: Board of County Commissioners

Date of Analysis: April 23, 2009

Commission District: Countywide

Summary
This resolution approves thirty-six (36) grant awards for a total of $170,000 from the FY2008-09 Community Grants Program (CGP)-Third Quarter.

Background and Relevant Legislation
The CGP is a quarterly program that provides funding to non-profit organizations that develop small to medium scale community based arts programs, projects and events (i.e. fairs, parades, neighborhood festivals, conferences and publications). This program is particularly appropriate for projects which encourage the preservation of heritage and cultural traditions, social service organizations and cultural groups developing collaborative intervention projects.

Policy Change and Implication
Of the thirty-six (36) grant awards for this program, the following are first time recipients:

- Camposition, Inc. a/f/a for La Fortuna
- City of Miami Community Redevelopment Agency
- City of Miami Model City Neighborhood Enhancement Team (NET)
- Friends of the Japanese Garden, Inc.
- Friends of the Japanese Garden, Inc. afa for EdgeRep, Inc.
- Hispanic-American Lyric Theatre, Inc. A/F/A Teatro Flamenco Carmen Rubio
- Lovewell Institute for the Creative Arts, Inc.
- Miami-Dade Beacon Council, Inc., The
- Musical Arts Association of Miami, Inc., The
- Virginia Key Beach Park Trust
- The Vizcayans, Inc.,

Budgetary Impact
The CGP is funded from the Department of Cultural Affairs proprietary revenues approved in the FY2008-2009 budget.

Prepared by: Mia B. Marin