

Memorandum



Date: April 22, 2008

To: Honorable Chairman Bruno A. Barreiro and Members
Board of County Commissioners

From: George M. Burgess
County Manager

A handwritten signature in black ink, appearing to read "Burgess", written over the printed name of the County Manager.

Subject: Memorandum in response to Commissioner Javier Souto's request for information on the Museum projects: Miami Art Museum and Miami Science Museum

Supplement to
Agenda Item No. 9A29A

The attached memorandum was provided to Chairman Bruno A. Barreiro to respond to a request for information from Commissioner Javier Souto on the Museum projects: Miami Art Museum and Miami Science Museum. A copy of the memorandum was provided to Commissioner Souto.

Attachments

A handwritten signature in black ink, appearing to read "Alex Muñoz", written over a horizontal line.

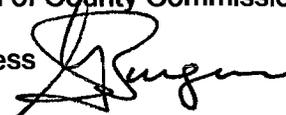
Alex Muñoz
Assistant County Manager

Memorandum



DATE: MAR 31 2008

TO: Honorable Bruno A. Barreiro
Chairman, Board of County Commissioners

FROM: George M. Burgess
County Manager 

SUBJECT: Information for Senator Javier Souto, Commissioner, Regarding the Museum projects:
Miami Art Museum and Miami Science Museum

Thank you for providing the memorandum of March 14, 2008 from Commissioner Souto requesting more information and posing new questions regarding the Museum projects' Memorandum of Understanding (MOU) and the Building Better Communities General Obligation Bond Grant (BBC) agreements for the Miami Art Museum (MAM) and the Miami Science Museum (MSM). I also want to express my appreciation for your efforts to have this matter heard by Board of County Commissioners (the Board) and I regret that these items have not been placed on the Recreation and Cultural Affairs (RCA) Committee agenda since they were ready in January. I have shared this information with the Museums and while they are appreciative of your assistance they are also very concerned about the effect that the delay in moving these items forward is having on their fundraising efforts.

The Museums are also appreciative of the Commissioner's apologies to them for not moving these items forward and regret that Commissioner Souto's concerns did not come up when the Museums met with him to provide a briefing on the MOU and BBC Grant Agreements. I have been told by the Museums that donors are citing this lack of willingness by the Chairman of the RCA committee to consider these items in a public forum as a serious detriment to their development and fundraising efforts. In addition to the BBC funds, the Museums must also raise a significant amount of private funding to make these projects a reality. The great museums of major American cities are usually collaborations between the private sector and either government, institutions of higher education or not-for-profit organizations. These museums will not be built and operated without significant private sector support and the delay in these projects is jeopardizing this support. Consequently, this report and those attached: Museum Agenda Item (Attachment A), Additional Information Regarding the Museum of Science and the Miami Art Museum (Attachment B) and Socio-economic Public Health Indicators for current and proposed expansion areas of SEOPW and Omni Redevelopment Areas (Attachment C), address all of Commissioner Souto's concerns and it is imperative that we move this item forward.

Background

Although reported previously I must reiterate that more than two years ago, the City of Miami contracted with Cooper, Robertson & Partners to work with the MAM, the MSM and the County to develop a masterplan for the redevelopment of Bicentennial Park. The product of this work is a site plan for the approximately 29-acre Bicentennial Park that features specific locations for developing new art and science museums on a total of 8 acres (4 acres for each museum) and a 21-acre park design. The masterplan overview has been provided to the RCA committee. These efforts and the resulting agreements pending Board review were finalized to enable us to present them at the RCA committee and fulfill the will of the voters as expressed in the Countywide Building Better Communities General Obligation Bond referendum that received overwhelming approval from the voters. Specifically, question # 8, "CONSTRUCT AND IMPROVE CULTURAL, LIBRARY, AND MULTICULTURAL EDUCATIONAL FACILITIES" which included funding and language for the construction of the Museums in Bicentennial Park and was approved by 65.4% of the voters.

The Museums' agenda item (Attachment A) was first placed on the January 18, 2008 RCAC. During the pre-briefing, Committee Chairman Souto expressed concern regarding the MOU and BBC Grant Agreements and at the meeting provided a memorandum to me requesting additional information. The January 18, 2008 RCA committee meeting was then cancelled. As a result, the Museums' agenda item was placed on the February 11, 2008 RCA committee agenda along with a Manager's report (Attachment B) responding to Commissioner Souto's memorandum requesting additional information. Per Commissioner Souto's request, the Museums' agenda item was then removed from the February 11th RCA committee agenda. After a detailed report from my office at the RCA committee meeting, the Manager's report was accepted. I must also add that when the report and presentation were provided at the February RCA committee meeting, my staff asked if there were any questions regarding the report or the Community Redevelopment Area (CRA) and no discussion or questions were raised on either issue. We then attempted to place the Museums' agenda item on the March 17, 2008 RCA committee agenda, but the item was removed from the agenda.

Additional Responses to Memorandum of March 14th

The March 14th, 2008, memorandum you forwarded from Commissioner Souto states that he will place the MOU and BBC Grant Agreements on the April RCA committee agenda if he receives in writing full and detailed responses that satisfy the concerns that he has expressed in the January 18th memorandum and in his latest memorandum of March 14th. I am happy to provide these responses again; I herein also respond to or clarify previous responses to the Commissioner's most recent questions.

Commissioner Souto's Questions:

Why are we still being asked to waive the requirement which requires control of the property by the entity receiving GOB dollars, instead of waiting until the leases for the properties are executed and then coming before the Commission? How much longer will it take to execute these leases?

Response:

This information was provided in the report presented at the RCA committee on February 11th. At that time we provided the following information also included in attachment B for your reference:

"The requirement of property control is included in the BBC Administrative Rules, a document approved by the Board of County Commissioners. The voters of Miami-Dade County did not approve this property control provision or the Administrative Rules. The Administrative Rules were developed by staff as guidelines for BBC projects and continue to be reviewed for possible revisions as we gain more experience with implementing BBC projects. The recommendation to waive site control is being made only for the first BBC grant agreements for each of the museums in order to sustain momentum on the design phase of these projects. Site control must be resolved before any additional BBC funds are released. These initial BBC grant allocations for each museum cover very limited amounts of their total grant funds: \$235,000 for the MAM (less than a quarter of one percent of MAM's total BBC funding of \$100 million); and \$3.3 million for the MSM (less than 2% of the MSM's total BBC funding of \$175 million)."

"The City of Miami's significant formal actions indicate that the sites for each museum are secure. For instance, the City Commission has approved grant funds for the development of the museums and has approved the master plan for Bicentennial Park, delineating four-acre sites per museum. Additionally, maps and architectural drawings have been developed and provided to the County, identifying the boundaries of each museum site. These documents are included in Exhibit C of the MOU agenda item which consists of the MOU, the Museum Site Plan and the Museum Park Design Development Documents (the detailed architectural drawings are on file with the County Clerk of the Board)."

Additionally, it is important to emphasize that the MOU is the document that sets forth the main framework and business terms for the development of the Museums' projects. As such, the decision to not finalize the leases now was made purposefully so that we could provide the Committee and the Board with the MOU outlining the overall relationships among the parties and receive input and approval before finalizing the leases. This would allow the Museums, City and County to address any policy direction received. As a prerequisite to recommending leases to its Board, the City also wanted to confirm that the County's commitment to provide funding to the Museums was still in place; the County's formal approval of the BBC grant agreements would accomplish this. We are not releasing the Museums of this site control requirement; we are simply allowing the projects to take a step forward in order to avoid increase construction costs and delays. The leases will be finalized and executed as a precondition to any subsequent BBC grant agreements being brought to the County Commission.

Commissioner Souto's Questions:

"The Manager's response on February 11th never addressed the issue of the City of Miami leasing the land comprising the foot print of the museums to the Miami Sports and Exhibition Authority (MSEA), which in turn would execute a lease with the museums for the same land comprising the foot print of the museums. I would like our County Attorney to place on the record, why the City of Miami does not execute the lease of this park land directly to the museum and if they could execute this lease directly with the museum without a referendum of the Voters of the City of Miami."

Response:

A response as to why MSEA was used as the leasing agent was provided in the report that went to the February 11th RCA committee (Attachment B) and is also provided below for your reference. Additionally, staff reported on this at Committee and no inquiries were received. As with all Committee items, the MOU and BBC grant agreements were reviewed by the Office of the County Attorney and deemed legally sufficient to be considered by the RCA committee and the Board.

"The decision to utilize the MSEA as the leaseholder for the museum sites was made by the City of Miami in concurrence with both museums. It is our understanding that the City has utilized MSEA as an agency for site management of City-owned property in other agreements with non-profit organizations (e.g., for the City property on Watson Island upon which the Miami Children's Museum was built)."

It is important to point out that the BBC referendum language did not include any requirements in regard to the ownership of the Museums' buildings. In fact, most of the cultural projects included in the BBC ballot question #8 provide funding to cultural facilities that are not owned by the County.

In regard to the development of the MOU, this agreement was negotiated and developed over approximately 18 months among five parties and many different terms and scenarios were discussed and drafted in order to explore all options. The goal was to provide the Board with an agreement that is in the best interest of the County. The ownership of the buildings by the Museums minimizes the County's risk and exposure. The financial arrangement contemplated in the MOU only includes BBC grant funding to the Museums for construction of these facilities. Furthermore, the Museums have indicated that there is a fundraising advantage to their ownership of the buildings. The MOU also contains provisions for the buildings to be used as museums for a 99-year renewable term to ensure that these facilities would serve the public for generations to come. The goal of the BBC was to provide Museums to the public - not for the County to own and operate them. The ownership terms in the draft MOU were changed in the fall of 2007 after MAM officials asked the City to consider using the same model as the Miami Children's Museum as it facilitated development of the project in terms of fundraising and procurement. Although the County Attorney can

address the other part of the Commissioner's questions on the record, we have been advised by the City that the use of MSEA as the leasing agent would not require a referendum.

Commissioner Souto's Questions:

"What happens... if they default on their loans?"

Response:

The Museums are raising private matching funds for their projects rather than utilizing loans to finance the private funding component. In regard to fundraising and contractual commitments by the Museums, the MOU contains default provisions as do the BBC Grant Agreements. We are glad to address the specifics of this and we are well aware of the risks involved with any major public-private sector development project. Our decision to bring these agreements forward in part was based on the significant fundraising progress being made by the Museums. The MAM reports that it has raised sufficient private funds to build their buildings. The MSM reports that they were on schedule to raise the necessary private funds until the items were withheld from the RCA Committee's consideration.

Commissioner Souto's Questions:

"Have the museums set aside sufficient privately raised funds to sustain their operations for at least four years?"

Response:

The fundraising goals set by each of the Museums include operational and capital endowments to address their start-up and ongoing operating and maintenance costs. The County has also provided annual subsidies to the Museums through the budget process for over 20 years. As noted in the cover memo for the MOU and the BBC Grant Agreements, the County will work with the Museums on their operating budgets, present these budgets to the Board over the next three years and take into account the progress being made on private operating endowment support. The primary focus of the Museums now however, is to secure the capital dollars. These campaigns are built on momentum and results. The funds will not be secured if the seed money offered by the County is not provided. To date the development efforts have been supported by private sector donors, demonstrating the strong financial commitment of the boards and supporters of the Museums.

In addition, each of the Museums is committed to designing, constructing and operating their facilities to achieve Leadership in Energy and Environmental Design (LEED) Green Building certification, thereby achieving significant energy and operational efficiencies.

Commissioner Souto's Questions:

"Have the CRA monies been eliminated from the Museum Park project, and if not, where is the CRA information I requested on January 18th, which is required by law prior to expanding the CRA? Will the issue concerning the use of CRA money for the park, come back to this Board for approval, or is it now solely under the jurisdiction of the City of Miami?"

Response:

The CRA monies are not part of the Museum's MOU or BBC Grant Agreements presented to the RCA committee for consideration. The funding is mentioned in the agenda item in the interest of full disclosure, since part of the CRA funds will be used by the City to develop the park portion of Bicentennial Park. The Museums are not receiving these CRA funds and their projects do not include CRA funding. The construction of the Museums can proceed without the CRA expansion. The analysis of the socio-economic and public health data will be part of the CRA Finding of Necessity (FON) and will be presented to the Board for its review and approval and is not part of Museums' development. I have provided additional CRA information under separate cover further responding to questions from Commissioner Souto in advance of

the completion of the FON (Attachment C). The MOU also contains minimum standards for the development of the park by the City. We are happy to discuss this further at committee as we were prepared to do so at the February 11th RCA committee meeting. For these reasons and since the Museum projects are not tied to the approval of the CRA this analysis should not prevent the Museum agenda item from being heard at the RCA committee in April.

In closing, it is important to note that the Museums are not part of the Global Agreement. Their efforts pre-date the discussion of the Global Agreement and as noted previously, their public funding was included in the BBC question in 2004. I am available to discuss this with you at your convenience.

Attachments

c: Honorable Carlos Alvarez, Mayor
Honorable Javier Souto, Chairman, Recreation and Cultural Affairs Committee
R.A. Cuevas, Jr., County Attorney
Kay Sullivan, Clerk of the Board

Date: January 18, 2008

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George J. Burgess
County Manager

Subject: *Building Better Communities* General Obligation Bond Program – Execution of GOB Grant Agreements with the Miami Art Museum of Dade County Association, Inc. (MAM), GOB Project No. 296; and the Museum of Science, Inc. (MSM), GOB Project -No. 297; and a Memorandum of Understanding among Miami-Dade County, the City of Miami, the Miami Sports and Exhibition Authority, MAM, MSM and the Historical Association of South Florida, Inc. (HASF)

RCA
Agenda Item No. 3(H)

Recommendation

It is recommended that the Board of County Commissioners (Board) adopt the attached resolution approving the terms of and authorizing the Mayor or his designee to execute separate *Building Better Communities* General Obligation Bond Program (the "BBC GOB Program") grant agreements by and between the County and the Miami Art Museum of Dade County Association, Inc., (MAM), a Florida not-for-profit, for GOB Project No. 296, in the amount of \$235,000 (Exhibit A to the resolution) and the Museum of Science, Inc. (MSM), a Florida not-for-profit, for GOB Project No. 297, in the amount of \$3.3 million (Exhibit B to the resolution) to fund the initial design and site engineering-related expenses associated with the development of the two museums at Museum Park (aka Bicentennial Park). The difference between the proposed Grant Agreements and the standard BBC GOB Program grant agreement is the deletion that grantees demonstrate site control as a pre-condition to receiving this first installment of BBC GOB Program funds. The funding will come from the first BBC GOB Program bond sale.

In addition, the attached resolution approves the terms of and authorizes the Mayor or his designee to execute a Memorandum of Understanding (MOU) (Exhibit C to the resolution) by and among Miami-Dade County, the City of Miami (the "City"), the Miami Sports and Exhibition Authority (MSEA), MAM, MSM and HASF setting out certain responsibilities among the parties involved in the implementation of Museum Park.

Scope

Although the MAM and the MSM/HASF museums will be located in County Commission District 3, these projects will have countywide impact.

Fiscal Impact/Funding Source

The BBC GOB Program has an allocation of \$100 million for MAM and \$175 million for MSM/HASF. Each museum will be responsible for any cost overruns to its respective project. Furthermore, the complementary work by the City to develop the Museum Park will be funded from \$68 million generated by the Omni Community Redevelopment Agency (CRA), subject to the expansion of the CRA boundaries in accordance with the Global Agreement recently approved by both the Board and the City Commission.

Track Record/Monitor

The two museums are not-for-profits in good standing with Miami-Dade County. Each museum will be responsible for the implementation of its project with oversight provided by the Miami-Dade Department of Cultural Affairs. The Office of Capital Improvements will be the monitoring agency.

Background

On November 2, 2004 voters approved eight ballot questions authorizing the issuance of general obligation bonds to fund more than 300 capital improvements throughout the County over the next 15 to 18 years. GOB Project No. 296, included a total allocation of \$100 million to fund the development of a new MAM and GOB Project No. 297 included an allocation of \$175 million to fund the development of a new MSM/HASF, all to be built on City-owned Bicentennial Park.

MAM

The MAM presently occupies approximately 33,000 square feet in the Miami-Dade Cultural Center, a County-owned facility adjacent to the Stephen P. Clark Center in downtown Miami. The Museum has long outgrown its present facilities. In 2006, the Museum had total attendance of 62,000 visitors. Attendance is estimated by the Museum to be 190,000 at the new museum.

Project Description

GOB Project No. 296, as approved by the Board on July 20, 2004 and the voters on November 2, 2004, was clearly intended to be built at Bicentennial Park (now known as Museum Park) based on the project's approved description. The Museum will occupy approximately four acres of City land and will include 151,000 square feet of indoor space (to be built in two phases), under-building parking and outdoor art components that will be free of charge. The interior space will be complemented by outdoor public spaces and outdoor art components. The Museum will present exhibitions, expand its art collections and offer educational programs for the benefit, enjoyment and education of the public.

The current overall project budget for the 121,000 square foot Phase 1 of the Museum is \$220 million (\$131 million for the building, \$70 million for an operating endowment and \$19 million for transitional expenses). The remaining 30,000 square feet will be constructed in Phase II, which is currently not scheduled. The \$100 million from the BBC GOB Program will be used for a portion of the cost of construction of the building. Private contributions will fund most of the remaining costs. The Museum has done considerable programming and conceptual design work and started their schematic design in October 2007. Construction is scheduled to start in October 2009 with the opening presently scheduled for fiscal year 2012. Currently, the County's contribution totals approximately 35% of the MAM's operational budget. The operating budget for the new facility is estimated at \$12.9 million. Over the next three years, we will work with the MAM to present revised budget proposals reflective of the MAM's increased operational costs to the Board for consideration. Such proposals will factor in, to the extent possible, expected private operating endowment support, administrative revenues, and grant funds.

Selection of the Design Team

In September 2006, MAM selected the firm of Herzog & de Meuron as its design architect. The design architect will be involved primarily in conceptual and preliminary design while the executive architect, to be named, will develop the detailed construction and permit plans. On June 6, 2006, the Board approved Ordinance No. 06-88 amending Section 2-8.2.10 of the Code of Miami-Dade County which allows municipalities and not-for-profits implementing a BBC GOB Program-funded project to use their own procurement procedures. The intention is for MAM to own the facility. This is expected to facilitate the ongoing fundraising efforts and makes MAM totally responsible for any cost overruns. As a result, County

procurement procedures do not apply. Nevertheless, MAM has followed the County process and on April 11, 2007 went before the County's Small Business Affairs Review Committee for the recommendation of Community Business Enterprise (CBE) goals for six relevant design professions. Although not required, MAM has committed to assign approximately 15% of that design work to CBEs.

MSM

The MSM presently occupies approximately 60,000 square feet in a County-owned facility on land that is part of Vizcaya Museum and Gardens on South Bayshore Drive. The Museum has long outgrown its present facilities across from Vizcaya. In 2006, the Museum had an attendance of 200,000 visitors. Attendance is estimated by the Museum to reach 500,000 once the new museum opens downtown.

Project Description

GOB Project No. 297, as approved by the Board on July 20, 2004 and the voters on November 2, 2004, was clearly intended to be built at Bicentennial Park (now known as Museum Park) based on the project's approved description. The Museum will occupy approximately four acres of City land and will include up to 250,000 square feet of indoor space and approximately 100,000 square feet of outdoor museum space. The Museum will house a Planetarium, an Aquarium, a Wildlife Center, interactive exhibition spaces and a Learning Center.

The current estimated cost of the Museum is \$288 million (\$260 million for the building and \$28 million for transitional expenses) of which \$175 million will come from the BBC GOB Program. Private contributions will fund most of the remaining cost. The Museum has done considerable programming work and expects to start its detail design as soon as the GOB grant agreements and MOU are executed. Construction is scheduled to start no later than 18 months after the execution of the agreements with the opening presently scheduled for 2012. Currently, the County's contribution totals approximately 11% of the MSM's operational budget. The operating budget for the new facility is estimated at \$16 million. Over the next three years, we will work with the MSM to present revised budget proposals reflective of the MSM's increased operational costs to the Board for consideration. Such proposals will factor in, to the extent possible, expected private operating endowment support, administrative revenues, and grant funds.

Selection of the Design Team

On May 4, 2007 the MSM selected the firm of Grimshaw Architects as its design architect and Rodriguez and Quiroga as its executive architect. Both architects will be involved throughout the project. As previously mentioned, on June 6, 2006, the Board approved Ordinance No. 06-88 amending Section 2-8.2.10 of the Code of Miami-Dade County allowing municipalities and not-for-profits implementing BBC GOB Program-funded projects to use their own procurement procedures. The intention is for MSM to own the facility. This is expected to facilitate the on-going fundraising efforts and makes MSM totally responsible for any cost overruns. As a result, County procurement procedures do not apply. Nevertheless, MSM has followed County process and on August 29, 2007 went before the County's Small Business Affairs Review Committee for the recommendation of Community Business Enterprise (CBE) goals. Although not required, MSM has committed to assign approximately 15% of its design work to CBEs.

Memorandum of Understanding

More than two years ago, the City of Miami contracted with Cooper, Robertson & Partners to work with MAM, MSM and the County to develop a master plan for the redevelopment of Bicentennial Park. A product of this work is a site plan for the approximately 29-acre Bicentennial Park that features specific locations for developing new art and science museums on a total of 8 acres (4 acres for each museum) and a 21-acre park design.

While this work was progressing, the City, the museums and the County began discussions regarding the contractual relationships necessary for developing the Museum Park project. The County, the City, MSEA, MAM, and MSM/HASF are parties to the attached MOU (Exhibit C) that has been developed to set forth the central business terms of the Museum Park project.

For the purpose of the GOB grant agreements with MAM and MSM, it is important to highlight the fact that the MOU reflects the concurrence of all of the parties to the location of the museums on approximately 8 acres at Bicentennial Park near I-395. The leases and sub-leases referenced in the MOU for these museum parcels are not finalized yet. However, the fact that the MOU represents consensus among all of the parties regarding the museums' locations (site control) provides sufficient confidence now to recommend the waiver of BBC GOB Program requirements regarding control of the property and to allocate the limited BBC GOB Program funds for these projects covered in the grant agreements. This will provide resources necessary to maintain the momentum necessary for the success of these projects. It should be noted that the City of Miami already has allocated funds to the museums from its Homeland Defense Bond Program to help cover capital project planning expenses to date. Future allocations of BBC GOB Program grant funds are subject to the museums demonstrating satisfactory control of the property for the development of their projects.

Highlights of other key business terms covered by the MOU include:

- Each of the museums will serve as developer of its capital project, selecting firms and entering into agreements for design and construction of its building. The City of Miami will serve as developer for the park.
- Each of the museums will own and operate the improvements built on its designated 4-acre parcel in Bicentennial Park (i.e., the museum facilities). The HASF will have space in the MSM facility for exhibits and programs.
- The City will lease the museum parcels to the MSEA and MSEA will execute sub-leases for each parcel with each museum for a series of automatically renewable terms, totaling 99 years. This parallels the land arrangements made by the City and MSEA for the development of the Miami Children's Museum on Watson Island. Exhibit B to the MOU is the Museum Park Site Plan identifying the museum parcels.
- Each museum is committing to a Cost Overrun Guaranty that requires MAM and the MSM to be solely responsible to pay all costs in excess of the County's allocation of BBC GOB Program funds.
- The County will be responsible for re-opening the Bicentennial Park MetroMover Station and improvements to Pump Station #2 considered necessary by the Miami-Dade Water and Sewer Department.
- The City of Miami has not identified sufficient funds to implement the park improvements in the Cooper, Robertson & Partners' master plan; the pending first amendment to the Omni Redevelopment Area Interlocal Agreement would provide the City with funds to help cover park development costs.
- Among the outstanding issues that the museums, the City and MSEA have committed to resolve in subsequent agreements include: the disposition of the museum buildings at the termination of the leases/sub-leases; the responsibility for costs of environmental remediation that may exceed the \$2 million committed by the City of Miami; and the details of identifying and assigning responsibility for shared infrastructure costs (e.g., roadways and utilities that are used by both the museums and the park).
- The MOU is a non-binding agreement that sets forth the framework for developing more detailed, binding agreements that are called for in the MOU (e.g., the leases/sub-leases; a master development agreement; a master operating agreement).

Other Issues

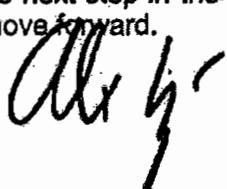
The BBC GOB Program Administrative Rules require that grantees demonstrate site control as a pre-condition to receiving a grant. This requirement is included in the standard Grant Agreement executed by the County and BBC GOB Program stakeholders. Although all parties firmly expect that the museums will

be built at Museum Park, the lease between the City and MSEA and the corresponding sub-leases between MSEA and the museums are not in place. We recommend that the Board approve the proposed Grant Agreements which do not require site control for the limited purpose of allowing the museums to continue moving forward. No further funds beyond the \$235,000 initial grant amount for MAM and \$3.3 million to MSM/HASF will be committed without the resolution of the site control issue. Payments to the museums under these agreements will be made on a reimbursement basis in accordance with the BBC GOB Program Administrative Rules. Spending the balance of the GOB total allocations will be authorized through the execution of subsequent grant agreements as the work progresses. We will report to the Board on the progress of these projects at least on a quarterly basis.

As part of the BBC GOB Program grant review process, under direct oversight from my office, the Office of Capital Improvement and the Department of Cultural Affairs will perform certain due diligence and evaluation to ascertain that the Museums are ready and capable of implementing the projects. This effort will include a review of the project budgets and schedules, as well as a review of the necessary additional funding sources. We will not execute the grant agreements until we are satisfied that these projects are ready to move forward.

We have had considerable discussions regarding how the County will monitor this project. The primary oversight responsibility on behalf of the County will rest with the Miami-Dade Department of Cultural Affairs with support from the Office of Capital Improvements. My office will be directly involved in overseeing these efforts. The County will likely also retain the services of a dedicated "owner's representative" to provide more in-depth oversight.

Finally, these grant agreements and the MOU are instruments necessary to implement the decision the Board made in July 2004 when it approved the two museums for inclusion in the 2004 BBC GOB Program referendum. The voters overwhelmingly endorsed that decision by the Board with a resounding "yes" vote in November of that year. The recent favorable action by the Board on the Global Agreement establishes the financial framework that will help the City to fund its responsibilities under the MOU. This item authorizes the next step in the development process for the two museums and ensures that both projects continue to move forward.



Assistant County Manager



MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

DATE: February 5, 2008

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

SUBJECT: Agenda Item No.

- 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 Manager'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

Agenda Item No. _____

Veto _____

Override _____

RESOLUTION NO.

RESOLUTION APPROVING TERMS OF AND AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE SEPARATE BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND GRANT AGREEMENTS WITH THE MIAMI ART MUSEUM OF DADE COUNTY ASSOCIATION, INC. (MAM) AND THE MUSEUM OF SCIENCE, INC. (MSM) TO FUND INITIAL DESIGN AND SITE ENGINEERING EXPENSES ASSOCIATED WITH THE DEVELOPMENT OF THE TWO MUSEUMS AT MUSEUM PARK; AND APPROVING TERMS OF AND AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A MEMORANDUM OF UNDERSTANDING AMONG THE COUNTY, THE CITY OF MIAMI, THE MIAMI SPORTS AND EXHIBITION AUTHORITY (MSEA), MAM, MSM AND THE HISTORICAL ASSOCIATION OF SOUTH FLORIDA, INC.

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by this reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the terms of and authorizes the Mayor or his designee to execute (i) the Building Better Communities General Obligation Bond Program Grant Agreement by and between the County and the Miami Art Museum of Dade County Association, Inc. (the "MAM") in substantially the form attached hereto as Exhibit A; (ii) the Building Better Communities General Obligation Bond Program Grant Agreement by and between the County and the Museum of Science, Inc. (the "MSM") in substantially the form attached hereto as Exhibit B; and (iii) the Memorandum of Understanding by and among the County, the City of Miami, the Miami Sports and Exhibition

Authority, MAM, MSM and the Historical Association of Southern Florida, Inc., in substantially the form attached hereto as Exhibit C.

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:

Bruno A. Barreiro, Chairman	
Barbara J. Jordan, Vice-Chairwoman	
Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Jose A. Martinez	Dennis C. Moss
Dorin 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 February, 2008. 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.

GBK

Geri Bonzon-Keenan

**MIAMI-DADE COUNTY
BUILDING BETTER COMMUNITIES
GRANT AGREEMENT**

New Miami Art Museum Facility / GOB Project Number 296-70428

This Agreement (the "Agreement") by and between Miami-Dade County, a political subdivision of the State of Florida (the "County"), through its governing body, the Board of County Commissioners of Miami-Dade County, Florida (the "Board") and Miami Art Museum of Dade County Association, Inc., a Florida nonprofit corporation (the "Grantee") is entered into this ____ day of _____, 2008.

WITNESSETH:

WHEREAS, on July 20, 2004, the Board adopted Resolution Nos. R-912-04, R-913-04, R-914-04, R-915-04, R-916-04, R-917-04, R-918-04 and R-919-04 authorizing the issuance of \$2.926 billion in general obligation bonds for capital projects and on November 2, 2004, a majority of those voting approved the bond program (the "BBC GOB Program"); and

WHEREAS, the aforementioned Resolutions include specific projects such as but not limited to development, improvement, rehabilitation, restoration or acquisition of real property; and

WHEREAS, the Grantee is undertaking the construction of a new art museum for presenting exhibitions, expanding its art collections and offering educational programs and a sculpture garden as part of the Museum Park Project (the "Project") which was specifically approved as part of the BBC GOB Program or is eligible for funding from one of the programs to be funded under the BBC GOB Program and is described more specifically in Exhibit 1 to this Grant Agreement; and

WHEREAS, the new Miami Art Museum Facility is estimated to cost \$131,000,000 (the "Total Project Cost") and will be funded from the sources listed in Exhibit 1; and

WHEREAS, the new Miami Art Museum Facility / GOB Project Number 296-70428 is eligible for funding from the BBC GOB Program in a total amount not to exceed \$100,000,000 (the "Funding Allocation"); and

WHEREAS, pursuant to the terms of this Agreement the County has agreed to allocate \$235,000 from the Series A Bonds for the Project (the "Funding Cycle Allocation"); and

WHEREAS, the Project physically improves an area, facility, resource or site to increase its ability or capacity to serve the public; and

WHEREAS, the County and the Board of Directors of the Grantee have authorized, by resolution, their respective representatives to enter into this Agreement for

each Funding Cycle Allocation describing their respective roles in the funding for the Project costs with respect to such Funding Cycle Allocation,

NOW THEREFORE, pursuant to Resolution No. R-595-05, which specifically authorizes the County Manager to execute such agreements and other required contracts and documents, to expend Building Better Communities bond funds received for the purpose described in the approved funding allocation, and in consideration of the mutual promises and covenants contained herein and the mutual benefits to be derived from this Agreement, the parties hereto agree as follows:

Section 1. Parties, Effective Date and Term: The parties to this Agreement are the Grantee and the County. The County has delegated the responsibility of administering this grant to the County Manager, or his designee, who shall be referred to herein as the "County Manager."

This Agreement shall take effect upon execution and shall terminate upon the completion of the Project, including the completion of all final closeout documentation.

Section 2. Amount of Funding Cycle Allocation and Payment Schedule: A Project funding plan identifying the Funding Allocation to be funded by the County solely from BBC GOB Program proceeds and the costs to be funded by the Grantee through written project funding commitments from third parties is attached as Exhibit 1. Included shall be a projected timetable for each Funding Cycle Allocation and the amount funded to date, if any. The County agrees to provide solely from the BBC GOB Program proceeds for the Funding Cycle Allocation an amount equal to \$235,000. This amount represents a portion of the amount necessary to complete the Project. By making this grant, Miami-Dade County assumes no obligation to provide financial support of any type whatever in excess of the Funding Allocation. Cost overruns are the sole responsibility of the Grantee. The Funding Cycle Allocation shall be provided in accordance with the Administrative Rules which are attached as Attachment 1 ("Administrative Rules") and incorporated in this Agreement by this reference. In the event that the Funding Cycle Allocation is not expended on schedule, additional allocations may be delayed for one calendar year or more depending on the bond schedule, in accordance with the Administrative Rules and Section 22 of this Agreement.

Payment(s) of Funding Cycle Allocation funds will be made to the Grantee pursuant to the reimbursement provisions in the Administrative Rules and its Exhibits.

Miami-Dade County shall only be obligated to reimburse the Grantee provided the Grantee is not in breach of this Agreement and the Grantee has demonstrated that it has adequate funds to complete the Project. The County shall administer, in accordance with the appropriate regulations, the funds available from the BBC GOB Program as authorized by Board Resolutions. Any and all reimbursement obligations of the County shall be fully subject to and contingent upon the availability of funding solely from the BBC GOB Program funds. The Grantee shall be solely responsible for submitting all documentation, as required by this Agreement and by the Administrative Rules, to the County Manager.

Section 3. Project Description: The Grantee may only use the Funding Cycle Allocation for the purpose of purchasing, building, renovating and/or equipping facilities.

for the Project as specifically described in Exhibit 1. Further, it is expressly understood and agreed, that the Grantee's Project which is supported by Funding Cycle Allocation must be open and accessible to the public, provide public exposure and benefit the public unless otherwise noted under Section 25 of this Agreement.

For at least thirty (30) years from the completion of the Project, the Grantee shall use the facility and/or equipment acquired and/or improved under the Project for activities benefitting the public, and for no other purposes. The Grantee agrees to: a) maintain the Project; b) keep the Project open to all Miami-Dade County residents; and (c) allow all Miami-Dade County residents equal access and use of the Project.

If the Grantee wishes to revise the Project for the purpose of completing the Project and such revisions substantially alter the original Project, the Grantee must request in writing that the County Manager review and approve such revisions. Grantee's request must be given at least fourteen (14) days prior to implementation of revisions. The County Manager will make the final determination on revisions within fourteen (14) business days of the date of receipt of the request in the County Manager's offices.

Section 4. Project Budget: The Grantee agrees to demonstrate fiscal stability and the ability to administer the Funding Cycle Allocation 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 complete the Project within the Total Project Cost. This Project budget is attached as Exhibit 1. Further, Grantee agrees that all expenditures will be subject to the terms of this Agreement. If Grantee wishes to revise the budget for the purpose of completing the Project, including line item changes, and such revisions substantially alter the original Project, the Grantee must request in writing that the County Manager review and approve such revisions. Grantee's request must be given at least fourteen (14) days prior to implementation of the revisions. The County Manager will make the final determination on revisions within fourteen (14) business days of the date of receipt of the request in the County Manager's offices.

Section 5. Expenditure Deadline: The Grantee shall spend or commit all of the Funding Cycle Allocation and matching funds on or before December 31, 2009 (the "Expenditure Deadline"). Any Funding Cycle Allocation funds not spent or committed by the Expenditure Deadline or for which a Project extension has not been requested shall revert to the County and this Agreement shall be terminated in accordance with the provisions of this Agreement. A Project extension may be requested in writing from the County Manager at least thirty (30) business days prior to the Expenditure Deadline. The County Manager, at his discretion, may grant an extension of up to one (1) year from the Expenditure Deadline 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. Additional extensions may be authorized by the County Manager if the Grantee can document in a written request sufficient Project progress and cause for such an extension to be warranted.

Section 6. Report Deadline: To demonstrate that the Funding Cycle Allocation has been used in accordance with the Project Description and Project budget information as outlined in Exhibit 1 and that Grantee has met and fulfilled all requirements as outlined in this Agreement, exhibits, and/or other substantive materials as may be attached or

Included as a condition to this Funding Cycle Allocation award, the Grantee must submit to the County Manager, a written report documenting that the Grantee is meeting or has fulfilled all Project and financial requirements. This report is to be received by the County Manager monthly. The Grantee shall also submit a written report to the County Manager on or prior to September 30th of each year from the time of the execution of this Agreement through the termination of this Agreement demonstrating that the Grantee is fulfilling, or has fulfilled, its purpose, and has complied with all applicable municipal, Miami-Dade County, state and federal requirements. The County Manager may also request that a compilation statement or independent financial audit and accounting for the expenditure of Funding Cycle Allocation funds be prepared by an independent certified public accountant at the expense of the Grantee.

In the event that the Grantee fails to submit the required reports as required above, the County Manager may terminate this Agreement in accordance with Section 15. Further, the County Manager must approve these reports for the Grantee to be deemed to have met all conditions of the grant award.

Section 7. Program Monitoring and Evaluation: The County Manager may monitor and conduct an evaluation of the Grantee's operations and the Project, 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 the Project. Upon request, the Grantee shall provide the County Manager with notice of all meetings of its Board of Directors or governing board, general activities and Project-related events. In the event the County Manager concludes, as a result of such monitoring and/or evaluation, that the Grantee is not in compliance with the terms of this Agreement or the Administrative Rules or for other reasons which significantly impact on the Grantee's ability to fulfill the conditions of this Funding Cycle Allocation award, then the County Manager 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 this 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 from the County Manager, then the County Manager, at his discretion, may take other actions which may include reduction or rescission of the Funding Cycle Allocation award, or withholding Funding Cycle Allocation funds until such time as the Grantee can demonstrate that such issues have been corrected. Further, in the event that the Grantee does not expend the Funding Cycle Allocation for the Project or uses any portion of the Funding Cycle Allocation for costs not associated with the Project and the Grantee refuses or is unable to address the areas of concern, then the County Manager may request the return of the full or partial Funding Cycle Allocation award. The County Manager may also institute a moratorium on applications from the Grantee to County grants programs for a period of up to one (1) year or until the deficient areas have been addressed to the satisfaction of the County Manager, whichever occurs first.

If the Project involves construction work, the Grantee shall: notify the County Manager of any applicable federal labor compliance requirements regarding procurement and pre-award procedures prior to scheduling pre-construction conferences; submit to the County Manager all plans and specifications and receive the approval of the County Manager

prior to issuance and implementation; and comply with all applicable provisions of municipal, state, federal and County laws, regulations and rules.

Section 8. Bank Accounts and Bonding: Monies received pursuant to this 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 Funding Cycle Allocation funds from the banking institution identified on the "Bank Account Disclosure" form submitted by the Grantee. These accounts must be segregated from other accounts maintained by the Grantee. All persons authorized to withdraw funds from the Funding Cycle Allocation account must be bonded by a reputable licensed firm.

Section 9. Accounting and Financial Review: The Grantee must keep accurate and complete books and records for all receipts and expenditures of this Funding Cycle Allocation 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 the Funding Cycle Allocation, 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 three (3) years after the later of: the Expenditure Deadline specified in Section 5; the extended Expenditure Deadline, as approved by the County Manager, if any; the completion of a County requested or mandated audit or compliance review; or the conclusion of a legal action involving the Funding Cycle Allocation award, the Grantee and/or Project or activities related to the Funding Cycle Allocation award.

The County Manager 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 County Manager 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.

Pursuant to Section 2-1076 of the Miami-Dade County Code the County shall have the right to engage the services of an independent private-sector Inspector general ("IPSIG") to monitor and investigate compliance with the terms of this Agreement. The Office of the **MIAMI-DADE COUNTY INSPECTOR GENERAL (IG)** shall have the authority and power to review past, present and proposed County programs, accounts, records, contracts and transactions, and contracts such as this Agreement for improvements some cost of which is funded with County funds.

As such, the IG may, on a random basis, perform audits on this Agreement throughout the duration of said Agreement (hereinafter "random audits"). This random audit is separate and distinct from any other audit by the County.

The IG shall have the power to retain and coordinate the services of an IPSIG who may be engaged to perform said random audits, as well as audit, investigate, monitor, oversee, inspect, and review the operations, activities and performance and procurement process including, but not limited to, project design, establishment of bid specifications, bid submittals, activities of the Grantee and contractor and their respective officers,

agents and employees, lobbyists, subcontractors, materialmen, staff and elected officials in order to ensure compliance with contract specifications and detect corruption and fraud. The IG shall have the power to subpoena witnesses, administer oaths and require the production of records. Upon ten (10) days written notice to the Grantee (and any affected contractor and materialman) from IG, the Grantee (and any affected contractor and materialman) shall make all requested records and documents available to the IG for inspection and copying.

The IG shall have the power to report and/or recommend to the Board whether a particular project, program, contract or transaction is or was necessary and, if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Monitoring of an existing project or program may include reporting whether the project is on time, within budget and in conformity with plans, specifications, and applicable law. The IG shall have the power to analyze the need for, and reasonableness of, proposed change orders.

The IG is authorized to investigate any alleged violation by a contractor of its Code of Business Ethics, pursuant Miami-Dade County Code Section 2-8.1.

The provisions in this section shall apply to the Grantee, its contractors and their respective officers, agents and employees. The Grantee shall incorporate the provisions in this section in all contracts and all other agreements executed by its contractors in connection with the performance of this Agreement. Any rights that the County has under this Section shall not be the basis for any liability to accrue to the County from the Grantee, its contractors or third parties for such monitoring or investigation or for the failure to have conducted such monitoring or investigation and the County shall have no obligation to exercise any of its rights for the benefit of the Grantee.

Section 10. Publicity and Credits: The Grantee must include the following credit line in all promotional marketing materials related to this funding including web sites, news and press releases, public service announcements, broadcast media, programs, and publications: "THIS PROJECT IS SUPPORTED BY THE BUILDING BETTER COMMUNITIES BOND PROGRAM AND THE MAYOR AND BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY."

Section 11. Naming Rights and Advertisements: In the event that any naming rights or advertisement space is offered on a facility constructed or improved with BBC GOB Program funds, then Miami-Dade County's name, logo, and slogan shall appear on the facility at least once. Lettering used for Miami-Dade County will be no less than 75% of the size of the largest lettering used for any sponsor or advertiser.

Section 12. Liability and Indemnification: It is expressly understood and intended that the Grantee, as the recipient of BBC GOB Program funds, is not an officer, employee or agent of Miami-Dade County, its Board of County Commissioners, its Mayor, nor the Miami-Dade County Department administering the Funding Cycle Allocation award. Further, for purposes of this Agreement, the Project or activity, the parties hereto agree that the Grantee, its officers, agents and employees are independent contractors and solely responsible for the Project.

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 administering this Grant, the Miami-Dade County Mayor, the Miami-Dade County Board of County Commissioners, or its employees. No party or its officers, elected or appointed officials, employees, agents, independent contractors or consultants shall be considered employees or agents of any other party, nor to have been authorized to incur any expense on behalf of any other party, nor to act for or to bind any other party, nor shall an employee claim any right in or entitlement to any pension, workers' compensation benefit, unemployment compensation, civil service or other employee rights or privileges granted by operation of law or otherwise, except through and against the entity by whom they are employed.

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 complete the Project, including entering into subcontracts with vendors for services and commodities, provided that it is understood by the Grantee that the 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, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Grantee or its employees, agents, servants, partners, principals, subconsultants or subcontractors. 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. Grantee expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Grantee 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.

Section 13. Assignment: The Grantee is not permitted to assign this Agreement or any portion thereof. Any purported assignment will render this Agreement null and void and subject to immediate rescission of the full amount of the Funding Cycle Allocation award and reimbursement by the Grantee of its full value to the County.

Section 14. Compliance with Laws: It shall be a contractual obligation of the Grantee hereunder and the Grantee agrees to abide by and be governed by all Applicable Laws necessary for the development and completion of the Project. "Applicable Law" means any applicable law (including, without limitation, any environmental law), enactment, statute, code, ordinance, administrative order, charter, tariff, resolution, order, rule, regulation, guideline, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, or other direction or requirement of any governmental authority, political subdivision, or any division or department thereof, now existing or hereinafter enacted, adopted, promulgated, entered, or issued. Notwithstanding the foregoing, "Applicable Laws" and "applicable laws" shall expressly include, without limitation, all applicable zoning, land use, DRI and Florida Building Code

requirements and regulations, all applicable impact fee requirements, all requirements of Florida Statutes, specifically including, but not limited to, Section 255.05 related to payment and performance bonds, Section 255.20 related to contractor selection and Section 287.055 related to competitive selection of architects and engineers, all requirements of Chapters 119 and 286 of the Florida Statutes, all disclosure requirements imposed by Section 2-8.1 of the Miami-Dade County Code, all requirements of Miami-Dade County Ordinance No. 90-133 (amending Section 2-8.1), County Resolution No R-754-93 (Insurance Affidavit), County Ordinance No. 92-15 (Drug-Free Workplace), and County Ordinance No. 91-142 (Family Leave Affidavit), execution of public entity crimes disclosure statement, Miami-Dade County disability non-discrimination affidavit, and Miami-Dade County criminal record affidavit, all applicable requirements of Miami-Dade County Ordinance No. 90-90 as amended by Ordinance 90-133 (Fair Wage Ordinance), Section 2-11.15 of the Code (Art In Public Places), the requirements of Section 2-1701 of the Code and all other applicable requirements contained in this Agreement.

The Grantee shall comply with Miami-Dade County Resolution No. R-385-98 which creates a policy prohibiting contracts with firms violating the Americans with Disabilities Act of 1990 and other laws prohibiting discrimination on the basis of disability and shall execute a Miami-Dade County Disability Non-Discrimination Affidavit confirming such compliance.

The Grantee covenants and agrees with the County to comply with Miami-Dade County Ordinance No. 72-82 (Conflict of Interest), Resolution No. R-1049 93 (Affirmative Action Plan Furtherance and Compliance), and Resolution No. R-185-00 (Domestic Leave Ordinance).

All records of the Grantee and its contractors pertaining to the Project shall be maintained in Miami-Dade County and, upon reasonable notice shall be made available to representatives of the County. In addition, the Office of Inspector General of Miami-Dade County shall have access thereto for any of the purposes provided in Sec. 2-1076 of the Code of Miami-Dade County.

The Grantee shall cause each contract to include a provision that contractor shall comply with all requirements of Section 2-1076 as provided in Section 9 herein, and that contractor will maintain all files, records, accounts of expenditures for contractor's portion of the Work and that such records shall maintained within Miami-Dade County and County shall have access thereto as provided in this Agreement.

The Grantee has certifiably indicated compliance to certain Applicable Laws by properly executing the affidavits attached hereto. See affidavits for specific provisions and declarations described.

Section 15. Breach, Opportunity to Cure and Termination:

- (a) Each of the following shall constitute a default by the Grantee:
- (1) If the Grantee uses the Funding Cycle Allocation for costs not associated with the Project (i.e. Ineligible costs), and the Grantee fails to cure its default within thirty (30) days after written notice of the default is

given to the Grantee by the County; provided, however, that if not reasonably possible to cure such default within the thirty (30) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice if within thirty (30) days after such written notice the Grantee commences diligently and thereafter continues to cure.

(2) If the Grantee shall breach any of the other covenants or provisions in this Agreement other than as referred to in Section 15(a)(1) and the Grantee fails to cure its default within thirty (30) days after written notice of the default is given to the Grantee by the County; provided, however, that if not reasonably possible to cure such default within the thirty (30) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice if within thirty (30) days after such written notice the Grantee commences diligently and thereafter continues to cure.

(b) Each of the following shall constitute a default by the County:

(1) If the County shall breach any of the covenants or provisions in this Agreement and the County fails to cure its default within thirty (30) days after written notice of the default is given to the County by the Grantee; provided, however, that if not reasonably possible to cure such default within the thirty (30) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice if within thirty (30) days after such written notice the County commences diligently and thereafter continues to cure.

(c) Remedies:

(1) Upon the occurrence of a default as provided in Section 15(a)(1) and such default is not cured within the applicable grace period, in addition to all other remedies conferred by this Agreement, the Grantee shall reimburse the County, in whole or in part as the County shall determine, all funds provided by the County hereunder.

(2) Either party may institute litigation to recover damages for any default or to obtain any other remedy at law or in equity (including specific performance, permanent, preliminary or temporary injunctive relief, and any other kind of equitable remedy).

(3) Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default.

(4) Any failure of a party to exercise any right or remedy as provided in this Agreement shall not be deemed a waiver by that party of any claim for damages it may have by reason of the default.

(d) Termination:

(1) Notwithstanding anything herein to the contrary, either party shall have the right to terminate this Agreement, by giving written notice of termination to the other party, in the event that the other party is in material breach of this Agreement.

- (2) Termination of this Agreement by any Party is not effective until five (5) business days following receipt of the written notice of termination.
- (3) Upon termination of this Agreement pursuant to Section 15(d)(1) above, no party shall have any further liability or obligation to the other party except as expressly set forth in this Agreement; provided that no party shall be relieved of any liability for breach of this Agreement for events or obligations arising prior to such termination.

In the event this grant is canceled or the Grantee is requested to repay Funding Cycle Allocation funds because of a breach of this Agreement, the Grantee will not be eligible to apply to the County for another grant for a period of one (1) year, commencing on the date the Grantee receives the notice in writing of the breach of this Agreement. Further, the Grantee will be liable to reimburse Miami-Dade County for all unauthorized expenditures discovered after the expiration or termination of this Agreement. The Grantee will also be liable to reimburse the County for all lost or stolen Funding Cycle Allocation funds.

Funding Cycle Allocation funds which are to be repaid to the County pursuant to this Section or other sections in this Agreement, are to be repaid by delivering to the County Manager a certified check for the total amount due payable to 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.

Section 16. Waiver: There shall be no waiver of any right related to this Agreement unless in writing and signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time or of any other right under this Agreement. Waiver by any party of any breach of any provision of this Agreement shall not be considered as or constitute a continuing waiver or a waiver of any other breach of the same or any other provision of this Agreement.

Section 17. Written Notices: Any notice, consent or other communication required to be given under this Agreement shall be in writing, and shall be considered given when delivered in person or sent by facsimile or electronic mail (provided that any notice sent by facsimile or electronic mail shall simultaneously be sent personal delivery, overnight courier or certified mail as provided herein), one business day after being sent by reputable overnight carrier or 3 business day after being mailed by certified mail, return receipt requested, to the parties at the addresses set forth below (or at such other address as a party may specify by notice given pursuant to this Section to the other party):

The County:
George M. Burgess, County Manager
Miami-Dade County
NW 1 Street, Suite 2910
Miami, Fl. 33128

Grantee:
Terence Riley, Director
Miami Art Museum
of Dade County Association, Inc.
101 W Flagler Street
Miami, Fl. 33130

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Section 18. Captions: Captions as used in this Agreement are for convenience of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.

Section 19. Contract Represents Total Agreement: This Agreement, and the attachments thereto, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives. In the event a conflict between this Agreement and any of its attachments or exhibits, this Agreement shall prevail.

Section 20. Litigation Costs/Venue: In the event that the Grantee or the County institutes any action or suit to enforce the provisions of this Agreement, the prevailing party in such litigation shall be entitled to reasonable costs and attorney's fees at the trial, appellate and post-judgment levels. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The County and the Grantee agree to submit to service of process and jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement. Venue for any court action between the parties for any such controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court for the Southern District of Florida, in Miami-Dade County, Florida.

Section 21. Representation of the Grantee: The Grantee represents that this Agreement has been duly authorized, executed and delivered by the governing body of the Grantee and it has granted Terence Riley, or his designee, the required power and authority to execute this Agreement. The Grantee agrees to a) maintain the Project for a minimum of twenty-five (25) years, b) agrees to govern itself, in regards to the subject Project, in accordance with Article 6 of the County Charter, c) keep the Project open safely and properly maintained for all Miami-Dade County residents, and d) allow all Miami-Dade County residents equal access and use of the project and not discriminate when charging facility admission fees. The Grantee also agrees to accept and comply with the Administrative Rules as stated in Attachment 1. The Grantee shall be solely responsible for submitting all documentation required by the Administrative Rules to the County Manager or his designee.

Section 22. Representation of the County: The County represents that this Agreement has been duly approved, executed and delivered by the Board, as the governing body of the County, and it has granted the Miami-Dade County Manager the required power and authority to execute this Agreement. The County agrees to provide the Funding Cycle Allocation to the Grantee for the purpose of developing and improving the Project in accordance with each of the attached Exhibit Forms, incorporated herein as

Exhibits A-J of Attachment 1 (Administrative Rules). Miami-Dade County shall only be obligated to reimburse the Grantee provided the Grantee is not in breach of this Agreement and the Grantee has demonstrated that it has adequate funds to complete the Project. The County shall administer, in accordance with the appropriate regulations, the funds available from the BBC GOB Program as authorized by Board Resolutions. Any and all reimbursement obligations of the County shall be fully subject to and contingent upon the availability of funding from the County for the specific purpose contained herein.

Section 23. Invalidity of Provisions, Severability: Wherever possible, each provision of the Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, provided that the material purposes of this Agreement can be determined and effectuated.

Section 24. Insurance The Grantee must maintain and shall furnish upon request to the County Manager, certificates of insurance indicating that insurance has been obtained which meets the requirements as outlined below:

1. Workmen's Compensation Insurance for all employees of the Grantee as required by Florida Statute 44.
2. Public Liability Insurance on a comprehensive policy in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
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 shall indicate no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

Modification or waiver of any of the aforementioned 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.

[RISK MANAGEMENT TO APPROVE ON A CASE BY CASE BASIS]

Section 25. Special Conditions. 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 Agreement and will allow Miami-Dade County to seek remedies including, but not limited to those outlined in the Sections and Exhibits of this Grant Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

ATTEST:

MIAMI-DADE COUNTY, FLORIDA
By Its BOARD OF
COUNTY COMMISSIONERS on the

HARVEY RUVIN, CLERK

____ day of _____, 2008

By: _____
Deputy Clerk

By: _____
County Mayor

GRANTEE: _____

(Grantee's Corporate Seal)

on the ____ day of _____, 2008

Federal Identification

By _____
Chairman or President

Type or Print Above Signature

By _____
Treasurer/ Chief Fiscal Officer

Type or Print Above Signature

By _____
Executive Director

Type or Print Above Signature

Approved by County Attorney as
to form and legal sufficiency. _____

**Miami-Dade County
Building Better Communities General Obligation Bond Program (GOB)**

**Miami Art Museum of Dade County Association, Inc. New Miami Art Museum Facility / GOB Project Number 296-70428
(MAM)**

REVENUES				Milestones	EXPENSES		
FY 2007-08 GOB Allocation (000's)	Future GOB Allocations (000's)	Other Funding Allocations (000's) *	Total Estimated Revenues (000's)		Projected Schedule Start Date	End Date	Total Estimated Expenses (000's)
		6,364	6,364	Project Administration Project Administration (Non- GOB)	1/1/2005	11/1/2009	6,364
				Land Acquisition			
				Land Acquisition (Non-GOB)			
235			235	Pre-design, Planning, including preliminary engineering	10/1/2007	12/1/2008	235
		515	515	Pre-design, Planning, including preliminary (Non-GOB)	9/1/2006	3/1/2007	515
				A&E Selection			
				A&E Selection (Non-GOB)			
				Design			
		21,186	21,186	Design (Non-GOB)	10/1/2007	11/1/2009	21,186
				Dry run/permit			
				Dry run/permit (Non-GOB)			
				Contractor Selection			
				Contractor Selection (Non-GOB)			
	99,765		99,765	Construction On Going	11/1/2009	4/1/2012	99,765
		2,935	2,935	Construction On Going (Non- GOB)	11/1/2009	4/1/2012	2,935
				Construction Substantially Complete			
				Construction Substantially Complete (Non-GOB)			

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REVENUES				EXPENSES			
2006 GOB Allocation (000's)	Future GOB Allocations (000's)	Other Funding Allocations (000's) *	Total Estimated Revenues (000's)	Milestones	Projected Schedule Start Date	End Date	Total Estimated Expenses (000's)
				Other			
				Other (Non-GOB)			
225	59,765	31,000	131,000	TOTALS			131,000

* Other Funding (List sources and amounts)

Funding Source	Amount (000's)	Project Narrative/Description
Museum Funding	31,000	
		Total 31,000

Construct a new art museum for presenting exhibitions, expanding art collections, offer educational programs and will include a sculpture garden as part of the Museum Park project. The current capital project budget for the 121,000 square foot Phase 1 of the Museum is \$131 million with an additional \$70 million for an operating fundowment and \$19 million for transitional expenses. The remaining 30,000 square feet will be constructed in Phase II, which is currently not scheduled.

GOB Total Funding Allocation Narrative/Description

\$100 million of the \$131 million capital project budget is from GOB funds. MAM is currently using their own funding and will seek reimbursement of pre-agreement expenses from the County as part of their GOB allocation.

GOB 2007-08 Funding Allocation Narrative/Description

\$225,000 is allocated from the 2007-2008 GOB funding to assist in the initial site engineering and planning. This is matched by the \$1.8 million of private museum funds for the design of the project to date.

For municipalities and public agencies, this exhibit, along with the entity's resolution, conforms with Article III, Section 1, 2Ae of the Building Better Communities Bond Program (GOB) Administrative Rules.

MAM Contract 1 \$225,000

Building Better Communities

**MIAMI-DADE COUNTY
BUILDING BETTER COMMUNITIES
GRANT AGREEMENT**

**New Miami Museum of Science & Planetarium Facility / Historical Museum of
Southern Florida / GOB Project Number 297-70430**

This Agreement (the "Agreement") by and between Miami-Dade County, a political subdivision of the State of Florida (the "County"), through its governing body, the Board of County Commissioners of Miami-Dade County, Florida (the "Board") and Museum of Science, Inc. dba as Miami Science Museum, Inc., a Florida nonprofit corporation (the "Grantee") is entered into this ___ day of _____, 2008.

WITNESSETH:

WHEREAS, on July 20, 2004, the Board adopted Resolution Nos. R-912-04, R-913-04, R-914-04, R-915-04, R-916-04, R-917-04, R-918-04 and R-919-04 authorizing the issuance of \$2.926 billion in general obligation bonds for capital projects and on November 2, 2004, a majority of those voting approved the bond program (the "BBC GOB Program"); and

WHEREAS, the aforementioned Resolutions include specific projects such as but not limited to development, improvement, rehabilitation, restoration or acquisition of real property; and

WHEREAS, the Grantee is undertaking completion of the construction of a new science and technology museum, planetarium and aquarium offering participatory exhibits, educational programs and collections; an outdoor science park and wildlife center; and indoor space for the Historical Museum of Southern Florida (the "Project") which was specifically approved as part of the BBC GOB Program or is eligible for funding from one of the programs to be funded under the BBC GOB Program and is described more specifically in Exhibit 1 to this Grant Agreement; and

WHEREAS, the new Miami Museum of Science & Planetarium Facility / Historical Museum of Southern Florida is estimated to cost \$260,000,000 (the "Total Project Cost") and will be funded from the sources listed in Exhibit 1; and

WHEREAS, the new Miami Museum of Science & Planetarium Facility / Historical Museum of Southern Florida / GOB Project Number 297-70430 is eligible for funding from the BBC GOB Program in a total amount not to exceed \$175,000,000 (the "Funding Allocation"); and

WHEREAS, pursuant to the terms of this Agreement the County has agreed to allocate \$3,300,000 from the Series A Bonds for the Project (the "Funding Cycle Allocation"); and

WHEREAS, the Project physically improves an area, facility, resource or site to increase its ability or capacity to serve the public; and

WHEREAS, the County and the Board of Directors of the Grantee have authorized, by resolution, their respective representatives to enter into this Agreement for each Funding Cycle Allocation describing their respective roles in the funding for the Project costs with respect to such Funding Cycle Allocation,

NOW THEREFORE, pursuant to Resolution No. R-595-05, which specifically authorizes the County Manager to execute such agreements and other required contracts and documents, to expend Building Better Communities bond funds received for the purpose described in the approved funding allocation, and in consideration of the mutual promises and covenants contained herein and the mutual benefits to be derived from this Agreement, the parties hereto agree as follows:

Section 1. Parties, Effective Date and Term: The parties to this Agreement are the Grantee and the County. The County has delegated the responsibility of administering this grant to the County Manager, or his designee, who shall be referred to herein as the "County Manager."

This Agreement shall take effect upon execution and shall terminate upon the completion of the Project, including the completion of all final closeout documentation.

Section 2. Amount of Funding Cycle Allocation and Payment Schedule: A Project funding plan identifying the Funding Allocation to be funded by the County solely from BBC GOB Program proceeds and the costs to be funded by the Grantee through written project funding commitments from third parties is attached as Exhibit 1. Included shall be a projected timetable for each Funding Cycle Allocation and the amount funded to date, if any. The County agrees to provide solely from the BBC GOB Program proceeds for the Funding Cycle Allocation an amount equal to \$3,300,000. This amount represents a portion of the amount necessary to complete the Project. By making this grant, Miami-Dade County assumes no obligation to provide financial support of any type whatever in excess of the Funding Allocation. Cost overruns are the sole responsibility of the Grantee. The Funding Cycle Allocation shall be provided in accordance with the Administrative Rules which are attached as Attachment 1 ("Administrative Rules") and incorporated in this Agreement by this reference. In the event that the Funding Cycle Allocation is not expended on schedule, additional allocations may be delayed for one calendar year or more depending on the bond schedule, in accordance with the Administrative Rules and Section 22 of this Agreement.

Payment(s) of Funding Cycle Allocation funds will be made to the Grantee pursuant to the reimbursement provisions in the Administrative Rules and its Exhibits.

Miami-Dade County shall only be obligated to reimburse the Grantee provided the Grantee is not in breach of this Agreement and the Grantee has demonstrated that it has adequate funds to complete the Project. The County shall administer, in accordance with the appropriate regulations, the funds available from the BBC GOB Program as authorized by Board Resolutions. Any and all reimbursement obligations of the County shall be fully subject to and contingent upon the availability of funding solely

from the BBC GOB Program funds. The Grantee shall be solely responsible for submitting all documentation, as required by this Agreement and by the Administrative Rules, to the County Manager.

Section 3. Project Description: The Grantee may only use the Funding Cycle Allocation for the purpose of purchasing, building, renovating and/or equipping facilities for the Project as specifically described in Exhibit 1. Further, it is expressly understood and agreed, that the Grantee's Project which is supported by Funding Cycle Allocation must be open and accessible to the public, provide public exposure and benefit the public unless otherwise noted under Section 25 of this Agreement.

For at least thirty (30) years from the completion of the Project, the Grantee shall use the facility and/or equipment acquired and/or improved under the Project for activities benefiting the public, and for no other purposes. The Grantee agrees to: a) maintain the Project; b) keep the Project open to all Miami-Dade County residents; and (c) allow all Miami-Dade County residents equal access and use of the Project.

If the Grantee wishes to revise the Project for the purpose of completing the Project and such revisions substantially alter the original Project, the Grantee must request in writing that the County Manager review and approve such revisions. Grantee's request must be given at least fourteen (14) days prior to implementation of revisions. The County Manager will make the final determination on revisions within fourteen (14) business days of the date of receipt of the request in the County Manager's offices.

Section 4. Project Budget: The Grantee agrees to demonstrate fiscal stability and the ability to administer the Funding Cycle Allocation 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 complete the Project within the Total Project Cost. This Project budget is attached as Exhibit 1. Further, Grantee agrees that all expenditures will be subject to the terms of this Agreement. If Grantee wishes to revise the budget for the purpose of completing the Project, including line item changes, and such revisions substantially alter the original Project, the Grantee must request in writing that the County Manager review and approve such revisions. Grantee's request must be given at least fourteen (14) days prior to implementation of the revisions. The County Manager will make the final determination on revisions within fourteen (14) business days of the date of receipt of the request in the County Manager's offices.

Section 5. Expenditure Deadline: The Grantee shall spend or commit all of the Funding Cycle Allocation and matching funds on or before December 31, 2009 (the "Expenditure Deadline"). Any Funding Cycle Allocation funds not spent or committed by the Expenditure Deadline or for which a Project extension has not been requested shall revert to the County and this Agreement shall be terminated in accordance with the provisions of this Agreement. A Project extension may be requested in writing from the County Manager at least thirty (30) business days prior to the Expenditure Deadline. The County Manager, at his discretion, may grant an extension of up to one (1) year from the Expenditure Deadline 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. Additional extensions may be authorized by the County Manager if the

Grantee can document in a written request sufficient Project progress and cause for such an extension to be warranted.

Section 6. Report Deadline: To demonstrate that the Funding Cycle Allocation has been used in accordance with the Project Description and Project budget information as outlined in Exhibit 1 and that Grantee has met and fulfilled all requirements as outlined in this Agreement, exhibits, and/or other substantive materials as may be attached or included as a condition to this Funding Cycle Allocation award, the Grantee must submit to the County Manager, a written report documenting that the Grantee is meeting or has fulfilled all Project and financial requirements. This report is to be received by the County Manager monthly. The Grantee shall also submit a written report to the County Manager on or prior to September 30th of each year from the time of the execution of this Agreement through the termination of this Agreement demonstrating that the Grantee is fulfilling, or has fulfilled, its purpose, and has complied with all applicable municipal, Miami-Dade County, state and federal requirements. The County Manager may also request that a compilation statement or independent financial audit and accounting for the expenditure of Funding Cycle Allocation funds be prepared by an independent certified public accountant at the expense of the Grantee.

In the event that the Grantee fails to submit the required reports as required above, the County Manager may terminate this Agreement in accordance with Section 15. Further, the County Manager must approve these reports for the Grantee to be deemed to have met all conditions of the grant award.

Section 7. Program Monitoring and Evaluation: The County Manager may monitor and conduct an evaluation of the Grantee's operations and the Project, 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 the Project. Upon request, the Grantee shall provide the County Manager with notice of all meetings of its Board of Directors or governing board, general activities and Project-related events. In the event the County Manager concludes, as a result of such monitoring and/or evaluation, that the Grantee is not in compliance with the terms of this Agreement or the Administrative Rules or for other reasons which significantly impact on the Grantee's ability to fulfill the conditions of this Funding Cycle Allocation award, then the County Manager 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 this 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 from the County Manager, then the County Manager, at his discretion, may take other actions which may include reduction or rescission of the Funding Cycle Allocation award, or withholding Funding Cycle Allocation funds until such time as the Grantee can demonstrate that such issues have been corrected. Further, in the event that the Grantee does not expend the Funding Cycle Allocation for the Project or uses any portion of the Funding Cycle Allocation for costs not associated with the Project and the Grantee refuses or is unable to address the areas of concern, then the County Manager may request the return of the full or partial Funding Cycle Allocation award. The County Manager may also institute a moratorium on applications from the Grantee to County

grants programs for a period of up to one (1) year or until the deficient areas have been addressed to the satisfaction of the County Manager, whichever occurs first.

If the Project involves construction work, the Grantee shall: notify the County Manager of any applicable federal labor compliance requirements regarding procurement and pre-award procedures prior to scheduling pre-construction conferences; submit to the County Manager all plans and specifications and receive the approval of the County Manager prior to issuance and implementation; and comply with all applicable provisions of municipal, state, federal and County laws, regulations and rules.

Section 8. Bank Accounts and Bonding: Monies received pursuant to this 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 Funding Cycle Allocation funds from the banking institution identified on the "Bank Account Disclosure", Exhibit Form K, submitted by the Grantee. These accounts must be segregated from other accounts maintained by the Grantee. All persons authorized to withdraw funds from the Funding Cycle Allocation account must be bonded by a reputable licensed firm.

Section 9. Accounting and Financial Review: The Grantee must keep accurate and complete books and records for all receipts and expenditures of this Funding Cycle Allocation 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 the Funding Cycle Allocation, 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 three (3) years after the later of: the Expenditure Deadline specified in Section 5; the extended Expenditure Deadline, as approved by the County Manager, if any; the completion of a County requested or mandated audit or compliance review; or the conclusion of a legal action involving the Funding Cycle Allocation award, the Grantee and/or Project or activities related to the Funding Cycle Allocation award.

The County Manager 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 County Manager 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.

Pursuant to Section 2-1076 of the Miami-Dade County Code the County shall have the right to engage the services of an independent private-sector Inspector General ("IPSIG") to monitor and investigate compliance with the terms of this Agreement. The Office of the MIAMI-DADE COUNTY INSPECTOR GENERAL (IG) shall have the authority and power to review past, present and proposed County programs, accounts, records, contracts and transactions, and contracts such as this Agreement for improvements some cost of which is funded with County funds.

As such, the IG may, on a random basis, perform audits on this Agreement throughout the duration of said Agreement (hereinafter "random audits"). This random audit is separate and distinct from any other audit by the County.

The IG shall have the power to retain and coordinate the services of an IPSIG who may be engaged to perform said random audits, as well as audit, investigate, monitor, oversee, inspect, and review the operations, activities and performance and procurement process including, but not limited to, project design, establishment of bid specifications, bid submittals, activities of the Grantee and contractor and their respective officers, agents and employees, lobbyists, subcontractors, materialmen, staff and elected officials in order to ensure compliance with contract specifications and detect corruption and fraud. The IG shall have the power to subpoena witnesses, administer oaths and require the production of records. Upon ten (10) days written notice to the Grantee (and any affected contractor and materialman) from IG, the Grantee (and any affected contractor and materialman) shall make all requested records and documents available to the IG for inspection and copying.

The IG shall have the power to report and/or recommend to the Board whether a particular project, program, contract or transaction is or was necessary and, if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Monitoring of an existing project or program may include reporting whether the project is on time, within budget and in conformity with plans, specifications, and applicable law. The IG shall have the power to analyze the need for, and reasonableness of, proposed change orders.

The IG is authorized to investigate any alleged violation by a contractor of its Code of Business Ethics, pursuant Miami-Dade County Code Section 2-8.1.

The provisions in this section shall apply to the Grantee, its contractors and their respective officers, agents and employees. The Grantee shall incorporate the provisions in this section in all contracts and all other agreements executed by its contractors in connection with the performance of this Agreement. Any rights that the County has under this Section shall not be the basis for any liability to accrue to the County from the Grantee, its contractors or third parties for such monitoring or investigation or for the failure to have conducted such monitoring or investigation and the County shall have no obligation to exercise any of its rights for the benefit of the Grantee.

Section 10. Publicity and Credits: The Grantee must include the following credit line in all promotional marketing materials related to this funding including web sites, news and press releases, public service announcements, broadcast media, programs, and publications: "THIS PROJECT IS SUPPORTED BY THE BUILDING BETTER COMMUNITIES BOND PROGRAM AND THE MAYOR AND BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY."

Section 11. Naming Rights and Advertisements: In the event that any naming rights or advertisement space is offered on a facility constructed or improved with BBC GOB Program funds, then Miami-Dade County's name, logo, and slogan shall appear on the facility at least once. Lettering used for Miami-Dade County will be no less than 75% of the size of the largest lettering used for any sponsor or advertiser.

Section 12. Liability and Indemnification: It is expressly understood and intended that the Grantee, as the recipient of BGC GOB Program funds, is not an officer, employee or agent of Miami-Dade County, its Board of County Commissioners, its Mayor, nor the Miami-Dade County Department administering the Funding Cycle Allocation award. Further, for purposes of this Agreement, the Project or activity, the parties hereto agree that the Grantee, its officers, agents and employees are independent contractors and solely responsible for the Project.

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 administering this Grant, the Miami-Dade County Mayor, the Miami-Dade County Board of County Commissioners, or its employees. No party or its officers, elected or appointed officials, employees, agents, independent contractors or consultants shall be considered employees or agents of any other party, nor to have been authorized to incur any expense on behalf of any other party, nor to act for or to bind any other party, nor shall an employee claim any right in or entitlement to any pension, workers' compensation benefit, unemployment compensation, civil service or other employee rights or privileges granted by operation of law or otherwise, except through and against the entity by whom they are employed.

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 complete the Project, including entering into subcontracts with vendors for services and commodities, provided that it is understood by the Grantee that the 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, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Grantee or its employees, agents, servants, partners, principals, subconsultants or subcontractors. 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. Grantee expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Grantee 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.

Section 13. Assignment: The Grantee is not permitted to assign this Agreement or any portion thereof. Any purported assignment will render this Agreement null and void and subject to immediate rescission of the full amount of the Funding Cycle Allocation award and reimbursement by the Grantee of its full value to the County.

Section 14. Compliance with Laws: It shall be a contractual obligation of the Grantee hereunder and the Grantee agrees to abide by and be governed by all Applicable Laws necessary for the development and completion of the Project. "Applicable Law" means any applicable law (including, without limitation, any environmental law), enactment, statute, code, ordinance, administrative order, charter, tariff, resolution, order, rule, regulation, guideline, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, or other direction or requirement of any governmental authority, political subdivision, or any division or department thereof, now existing or hereinafter enacted, adopted, promulgated, entered, or issued. Notwithstanding the foregoing, "Applicable Laws" and "applicable laws" shall expressly include, without limitation, all applicable zoning, land use, DFI and Florida Building Code requirements and regulations, all applicable impact fee requirements, all requirements of Florida Statutes, specifically including, but not limited to, Section 255.05 related to payment and performance bonds, Section 255.20 related to contractor selection and Section 287.055 related to competitive selection of architects and engineers, all requirements of Chapters 119 and 286 of the Florida Statutes, all disclosure requirements imposed by Section 2-8.1 of the Miami-Dade County Code, all requirements of Miami-Dade County Ordinance No. 90-133 (amending Section 2-8.1), County Resolution No. R-754-93 (Insurance Affidavit), County Ordinance No. 92-15 (Drug-Free Workplace), and County Ordinance No. 91-142 (Family Leave Affidavit), execution of public entity crimes disclosure statement, Miami-Dade County disability non-discrimination affidavit, and Miami-Dade County criminal record affidavit, all applicable requirements of Miami-Dade County Ordinance No. 90-90 as amended by Ordinance 90-133 (Fair Wage Ordinance), Section 2-11.15 of the Code (Art In Public Places), the requirements of Section 2-1701 of the Code and all other applicable requirements contained in this Agreement.

The Grantee shall comply with Miami-Dade County Resolution No. R-385-98 which creates a policy prohibiting contracts with firms violating the Americans with Disabilities Act of 1990 and other laws prohibiting discrimination on the basis of disability and shall execute a Miami-Dade County Disability Non-Discrimination Affidavit confirming such compliance.

The Grantee covenants and agrees with the County to comply with Miami-Dade County Ordinance No. 72-82 (Conflict of Interest), Resolution No. R-1049 93 (Affirmative Action Plan Furtherance and Compliance), and Resolution No. R.-185-00 (Domestic Leave Ordinance).

All records of the Grantee and its contractors pertaining to the Project shall be maintained in Miami-Dade County and, upon reasonable notice shall be made available to representatives of the County. In addition, the Office of Inspector General of Miami-Dade County shall have access thereto for any of the purposes provided in Sec. 2-1076 of the Code of Miami-Dade County.

The Grantee shall cause each contract to include a provision that contractor shall comply with all requirements of Section 2-1076 as provided in Section 9 herein, and that contractor will maintain all files, records, accounts of expenditures for contractor's portion of the Work and that such records shall maintained within Miami-Dade County and County shall have access thereto as provided in this Agreement.

The Grantee has certifiably indicated compliance to certain Applicable Laws by properly executing the affidavits attached hereto. See affidavits for specific provisions and declarations described.

Section 15. Breach, Opportunity to Cure and Termination:

(a) Each of the following shall constitute a default by the Grantee:

(1) If the Grantee uses the Funding Cycle Allocation for costs not associated with the Project (i.e. Ineligible costs), and the Grantee fails to cure its default within thirty (30) days after written notice of the default is given to the Grantee by the County; provided, however, that if not reasonably possible to cure such default within the thirty (30) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice if within thirty (30) days after such written notice the Grantee commences diligently and thereafter continues to cure.

(2) If the Grantee shall breach any of the other covenants or provisions in this Agreement other than as referred to in Section 15(a)(1) and the Grantee fails to cure its default within thirty (30) days after written notice of the default is given to the Grantee by the County; provided, however, that if not reasonably possible to cure such default within the thirty (30) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice if within thirty (30) days after such written notice the Grantee commences diligently and thereafter continues to cure.

(b) Each of the following shall constitute a default by the County:

(1) If the County shall breach any of the covenants or provisions in this Agreement and the County fails to cure its default within thirty (30) days after written notice of the default is given to the County by the Grantee; provided, however, that if not reasonably possible to cure such default within the thirty (30) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice if within thirty (30) days after such written notice the County commences diligently and thereafter continues to cure.

(c) Remedies:

(1) Upon the occurrence of a default as provided in Section 15(a)(1) and such default is not cured within the applicable grace period, in addition to all other remedies conferred by this Agreement, the Grantee shall reimburse the County, in whole or in part as the County shall determine, all funds provided by the County hereunder.

(2.) Either party may institute litigation to recover damages for any default or to obtain any other remedy at law or in equity (including specific performance, permanent, preliminary or temporary injunctive relief, and any other kind of equitable remedy).

(3) Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default.

(4) Any failure of a party to exercise any right or remedy as provided in this Agreement shall not be deemed a waiver by that party of any claim for damages it may have by reason of the default.

(d) **Termination:**

- (1) Notwithstanding anything herein to the contrary, either party shall have the right to terminate this Agreement, by giving written notice of termination to the other party, in the event that the other party is in material breach of this Agreement.
- (2) Termination of this Agreement by any Party is not effective until five (5) business days following receipt of the written notice of termination.
- (3) Upon termination of this Agreement pursuant to Section 15(d)(1) above, no party shall have any further liability or obligation to the other party except as expressly set forth in this Agreement; provided that no party shall be relieved of any liability for breach of this Agreement for events or obligations arising prior to such termination.

In the event this grant is canceled or the Grantee is requested to repay Funding Cycle Allocation funds because of a breach of this Agreement, the Grantee will not be eligible to apply to the County for another grant for a period of one (1) year, commencing on the date the Grantee receives the notice in writing of the breach of this Agreement. Further, the Grantee will be liable to reimburse Miami-Dade County for all unauthorized expenditures discovered after the expiration or termination of this Agreement. The Grantee will also be liable to reimburse the County for all lost or stolen Funding Cycle Allocation funds.

Funding Cycle Allocation funds which are to be repaid to the County pursuant to this Section or other sections in this Agreement, are to be repaid by delivering to the County Manager a certified check for the total amount due payable to 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.

Section 16. Waiver: There shall be no waiver of any right related to this Agreement unless in writing and signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time or of any other right under this Agreement. Waiver by any party of any breach of any provision of this Agreement shall not be considered as or constitute a continuing waiver or a waiver of any other breach of the same or any other provision of this Agreement.

Section 17. Written Notices: Any notice, consent or other communication required to be given under this Agreement shall be in writing, and shall be considered given when delivered in person or sent by facsimile or electronic mail (provided that any notice sent by facsimile or electronic mail shall simultaneously be sent personal delivery, overnight courier or certified mail as provided herein), one business day after being sent by reputable overnight carrier or 3 business day after being mailed by certified mail, return receipt requested, to the parties at the addresses set forth below

(or at such other address as a party may specify by notice given pursuant to this Section to the other party):

The County:
George M. Burgess, County Manager
Miami-Dade County
111 NW 1 Street, Suite 2910
Miami, FL 33128

Grantee:
Gillian Thomas
Museum of Science, Inc. / Historical
Association of Southern Florida, Inc.
3280 South Miami Avenue
Miami, FL 33129

Section 18. Captions: Captions as used in this Agreement are for convenience of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.

Section 19. Contract Represents Total Agreement: This Agreement, and the attachments thereto, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives. In the event a conflict between this Agreement and any of its attachments or exhibits, this Agreement shall prevail.

Section 20. Litigation Costs/Venue: In the event that the Grantee or the County institutes any action or suit to enforce the provisions of this Agreement, the prevailing party in such litigation shall be entitled to reasonable costs and attorney's fees at the trial, appellate and post-judgment levels. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The County and the Grantee agree to submit to service of process and jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement. Venue for any court action between the parties for any such controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court for the Southern District of Florida, in Miami-Dade County, Florida.

Section 21. Representation of the Grantee: The Grantee represents that this Agreement has been duly authorized, executed and delivered by the governing body of the Grantee and it has granted Gillian Thomas, or her designee, the required power and authority to execute this Agreement. The Grantee agrees to a) maintain the Project for a minimum of twenty-five (25) years, b) agrees to govern itself, in regards to the subject Project, in accordance with Article 6 of the County Charter, c) keep the Project open safely and properly maintained for all Miami-Dade County residents, and d) allow all Miami-Dade County residents equal access and use of the project and not discriminate when charging facility admission fees. The Grantee also agrees to accept

and comply with the Administrative Rules as stated in Attachment 1. The Grantee shall be solely responsible for submitting all documentation required by the Administrative Rules to the County Manager or his designee.

Section 22. Representation of the County: The County represents that this Agreement has been duly approved, executed and delivered by the Board, as the governing body of the County, and it has granted the Miami-Dade County Manager the required power and authority to execute this Agreement. The County agrees to provide the Funding Cycle Allocation to the Grantee for the purpose of developing and improving the Project in accordance with each of the attached Exhibit Forms, incorporated herein as Exhibits A-K of Attachment 1 (Administrative Rules). Miami-Dade County shall only be obligated to reimburse the Grantee provided the Grantee is not in breach of this Agreement and the Grantee has demonstrated that it has adequate funds to complete the Project. The County shall administer, in accordance with the appropriate regulations, the funds available from the BBC GOB Program as authorized by Board Resolutions. Any and all reimbursement obligations of the County shall be fully subject to and contingent upon the availability of funding from the County for the specific purpose contained herein.

Section 23. Invalidity of Provisions, Severability: Wherever possible, each provision of the Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, provided that the material purposes of this Agreement can be determined and effectuated.

Section 24. Insurance The Grantee must maintain and shall furnish upon request to the County Manager, certificates of insurance indicating that insurance has been obtained which meets the requirements as outlined below:

1. Workmen's Compensation Insurance for all employees of the Grantee as required by Florida Statute 44.
2. Public Liability Insurance on a comprehensive policy in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
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,"

1395322091 11/23 04/07 1395322091 1395372

Issued by the State of Florida Department of Insurance, and is a member of the Florida Guaranty Fund.

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

Modification or waiver of any of the aforementioned 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.

[RISK MANAGEMENT TO APPROVE ON A CASE BY CASE BASIS]

Section 25. Special Conditions. 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 Agreement and will allow Miami-Dade County to seek remedies including, but not limited to those outlined in the Sections and Exhibits of this Grant Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

ATTEST:

**MIAMI-DADE COUNTY, FLORIDA
By its BOARD OF
COUNTY COMMISSIONERS on the**

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

_____ day of _____, 2008

By: _____
County Mayor

GRANTEE: _____

on the _____ day of _____, 2008

(Grantee's Corporate Seal)

Federal Identification

By _____
Chairman or President

Type or Print Above Signature

By _____
Treasurer/ Chief Fiscal Officer

Type or Print Above Signature

By _____
Executive Director

Type or Print Above Signature

**Approved by County Attorney as
to form and legal sufficiency.**

Initial _____ Date _____

Exhibit 1 - Project Budget and Description

**Miami-Dade County
Building Better Communities General Obligation Bond Program (GOB)**

REVENUES				Milestones	EXPENSES		
FY 2007-08 GOB Allocation (000's)	Future GOB Allocations (000's)	Other Funding Allocations (000's) *	Total Estimated Revenues (000's)		Projected Schedule Start Date	Projected Schedule End Date	Total Estimated Expenses (000's)
1,000			1,000	Project Administration (Non-GOB)	1/1/2007	10/1/2009	1,000
		7,000	7,000	Project Administration (Non-GOB)	1/1/2007	10/1/2009	7,000
				Land Acquisition			
				Land Acquisition (Non-GOB)			
2,300	2,700		5,000	Pre-design, Planning, including preliminary engineering	6/1/2007	6/1/2008	5,000
		3,200	3,200	Pre-design, Planning, including preliminary (Non-GOB)	6/1/2007	6/1/2008	3,200
				A&E Selection			
				A&E Selection (Non-GOB)			
	23,000		23,000	Design	1/1/2008	10/1/2009	23,000
		500	500	Design (Non-GOB)	5/1/2007	12/31/2007	500
				Dry run/permit			
				Dry run/permit (Non-GOB)			
				Contractor Selection			
				Contractor Selection (Non-GOB)			
	146,000		146,000	Construction On Going	11/1/2009	9/1/2012	146,000
		74,300	74,300	Construction On Going (Non-GOB)	11/1/2009	3/1/2012	74,300
				Construction Substantially Complete			
				Construction Substantially Complete (Non-GOB)			

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Initial Date

Exhibit 1 - Project Budget and Description

REVENUES			EXPENSES			
2006 GOB Allocation (000's)	Future GOB Allocations (000's)	Other Funding Allocations (000's) *	Total Estimated Revenues (000's)	Milestones	Projected Schedule Start Date End Date	Total Estimated Expenses (000's)
				Other		
				Other (Non-GOB)		
3,900	171,700	85,000	250,000	TOTALS		250,000

* Other Funding (List sources and amounts)

Funding Source	Amount (000's)
Museum Funding	85,000
Total	85,000

Project Narrative/Description

The new Museum of Science Inc, dba as Miami Science Museum will be a 200,000 SF green new building on an approximately 4 acre site, housing a Planetarium, an Observatory, an Aquarium, interactive exhibitors and a Learning Center, accompanied by external areas to include a Wildlife Center and a Science Playground. Included in the building and the \$288 million total budget (\$260 million in capital and \$28 million in transitional costs) is approximately 25,000 SF of shell space for the Historical Museum of Southern Florida. Approximately 250 parking spaces are included at grade under the building. The building is an exhibit of science and technology in action, has potential to expand to 250,000 SF and the Museum will seek LEED certification.

GOB Total Funding Allocation Narrative/Description

\$175 million of the \$260 million capital budget is from GOB funds. This will provide the major part of the design and construction of the building, with soft costs not to exceed 17%. The remainder of the budget is from private fundraising by the Museum which includes \$28 million for transitional costs. MSM is currently using their own funding and will seek reimbursement of pre-agreement expenses from the County as part of their GOB allocation.

GOB 2007-08 Funding Allocation Narrative/Description

\$3.3 million is allocated from the 2007-2008 GOB funding, to assist in the initial building design and planning. This is matched by the funds from private fundraising. \$3.29 million spent to date on the planning of this new Museum and the \$3.82 million in the budget for 2008.

**For municipalities and public agencies, this exhibit, along with the entity's resolution, conforms with Article III, Section 1, 2Ae of the Building Better Communities Bond Program (GOB) Administrative Rules.

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MEMORANDUM OF UNDERSTANDING

AMONG

**MIAMI-DADE COUNTY, CITY OF MIAMI, THE MIAMI SPORTS AND EXHIBITION
AUTHORITY, THE MIAMI ART MUSEUM OF DADE COUNTY ASSOCIATION, INC.,
THE MUSEUM OF SCIENCE, INC. AND THE HISTORICAL ASSOCIATION OF
SOUTHERN FLORIDA, INC.**

**CONCERNING THE DEVELOPMENT, DESIGN,
CONSTRUCTION AND OPERATION OF
THE MUSEUM PARK PROJECT**

TABLE OF CONTENTS

- I. Purpose and Intent
- II. Parties to the Museum Park Project Agreements
- III. Museum Park Project
- IV. Financial Contributions
- V. Agreements
- VI. Other Provisions
- VII. Termination

- Exhibit "A" The Land
 - Exhibit "B" The Site Plan
 - Exhibit "C" Museum Park Design Development Documents
 - Exhibit "D" Financial Contributions
-

I. PURPOSE AND INTENT

The purpose and intent of this Memorandum of Understanding ("MOU") is to provide for the general terms and conditions among Miami-Dade County (the "County"), the City of Miami (the "City"), the Miami Sports and Exhibition Authority (the "MSEA"), the Miami Art Museum of Dade County Association, Inc. (the "MAM") and the Museum of Science, Inc. (the "MSM") with respect to their joint efforts to design, develop, construct and operate museums and park facilities to be located in Bicentennial Park, which parcel of land is depicted in Exhibit "A" (the "Entire Site"). MAM and MSM shall be collectively referred to as the "Museums," and the Museums, collectively with the County, the City and the MSEA shall be referred to as the "Parties." This MOU constitutes an acknowledgement of the intent of the Parties to negotiate in good faith the definitive agreements described in Section V herein (the "Definitive Agreements") that incorporate the terms and conditions set forth herein, which Definitive Agreements shall be subject to approval by the City Commission (the "Commission"), the Board of Directors of the MSEA (the "MSEA Board") and the Boards of Directors of the Museums (the "Museums Boards"). The new Miami Art Museum of Dade County Association, Inc., new Museum of Science, Inc., the Park (as defined in Section III) and associated land and infrastructure improvements are referred to as the "Museum Park Project." It is also the Parties' intent that the planning, design, development, construction and operation of the Museum Park Project be a cooperative, mutual endeavor and that the Parties actively participate in and work together in good faith to negotiate all necessary agreements. This Agreement may be terminated by any Party in accordance with Section VII herein.

II. PARTIES TO THE MUSEUM PARK PROJECT AGREEMENTS

- a. The City. The City is the owner of the Entire Site on which the Museum Park Project will be developed. The City will lease to the MSEA the portion of the Entire Site depicted in the Site Plan, attached hereto as Exhibit "B" (the "Museum Site") where the Museums and related under-building parking structures (the "Museums Parking Facilities") will be developed (collectively, the "Museum Component"), for the exclusive purpose of development and operations of the Museum Component, as herein contemplated (the "MSEA Lease"). The Parties acknowledge that Exhibit "B" also depicts an area, identified in said exhibit as "Area A," which is currently not owned by the City, and consequently is not part of the Museum Site. The City agrees to seek permission from the owner of Area A to allow Area A to be used for access roadway to the City maintenance facility, as contemplated in Section III below. The MSEA Lease shall have a term of thirty (30) years, and shall be automatically renewed for two (2) terms of thirty (30) years and one (1) term of nine (9) years, provided no defaults have occurred under the terms of the MSEA Lease and/or the MSM Sublease or the MAM Sublease (defined below). At the end of the term of the MSEA Lease, the Parties shall attempt in good faith to negotiate the continued use of the properties for Museum purposes. The disposition of the properties, in the event the Parties are unable or unwilling to continue to use the properties for the purposes contemplated in this MOU, will be addressed in the MSEA Lease. The Park portion

of the Land and related parking ("the Park Component") will be developed and operated by the City or its designee.

- b. **The MSEA.** The MSEA will sublease to the MSM (the "MSM Sublease") the land for the MSM portion of the Museum Component, which parcel of land is depicted in Exhibit "B" (the "MSM Site") and to MAM (the "MAM Sublease") the land for the MAM portion of the Museum Component, which parcel of land is depicted in Exhibit "B" (the "MAM Site") (collectively the "Subleases"). The Subleases shall require, among other things, that the MSM and MAM, respectively, (i) construct its Museum and its portion of the Museums Parking Facilities and associated infrastructure, (ii) use, operate, maintain and manage the Museum continuously for the purposes contemplated in this Agreement, and no other purpose, and (iii) comply with its obligations under this Agreement. The Subleases shall contain the above-outlined requirements and any other requirements agreed to by the City and MSEA in the MSEA Lease.
- c. **The County.** The County will provide funding to the Museums for the Museum Component from the Building Better Communities General Obligation Bond Program (the "BBC GOB Program"), subject to the ability of the County to issue bonds in the future, and the successful negotiation, approval and execution of all necessary grant agreements.
- d. **MAM.** MAM is the private, non-profit corporation that will design, construct, manage, use, maintain and own, during the term of the MAM Sublease, the improvements on the MAM portion of the Museum Component which includes a new 150,000 sq. ft. art museum building (the "MAM Building"), under-building parking, loading docks, visitor drop-offs, access roads, internal site roadways, and outdoor features. MAM will present exhibitions, expand its art collections and offer educational programs for the benefit, enjoyment and education of the public, in accordance with the MAM Sublease. MAM and MSM will cooperate to plan and design the Museum Parking Facilities which include the MAM under-building parking. The Parties recognize that the MAM improvements may be constructed in two (2) phases and that the first phase shall be no less than 100,000 square feet. The square footage for the MAM Building size set forth in this MOU is subject to change based on factors such as construction market conditions and subject to the review and approval of the County and the City and subject to the requirements of the BBC GOB Program. However, the total area to be subleased to MAM shall be approximately four (4) acres.
- e. **MSM.** MSM is the private, non-profit corporation that will design, construct manage, use, maintain and own, during the term of the MSM Sublease, the improvements on the MSM portion of the Museum Component which includes a new 250,000 sq. ft. science and technology museum, planetarium and an aquarium (the "MSM Building"), 25,000 sq. ft of segregated, museum quality space, with separate ingress and egress for exhibits and programs, which the MSM agrees to provide to the Historical Association of Southern Florida, Inc. (the "HASF") in accordance with the

BBC GOB Program, showcasing South Florida's history (the "HASF Space"), loading docks, visitor drop-offs, access roads, internal site roadways, under-building parking, and outdoor features. MSM will offer participatory indoor and outdoor exhibits, educational programs and collections for the benefit, enjoyment and education of the public, in accordance with the MSM Sublease. MSM and MAM will cooperate to plan and design, the Museum Parking Facilities which include the MSM under-building parking. The square footage for the MSM Building, including the HASF Space in this MOU is subject to change based on factors such as construction market conditions. By mutual agreement of the MSM and the HASF, and subject to the review and approval of the County and the City, these square footage building sizes may be adjusted, as necessary, proportionately or by some other mutually agreed upon method, subject to the requirements of the BBC GOB Program. However, the total area to be subleased to MSM, including the HASF Space shall be approximately four (4) acres.

- f) HASF. The HASF is the private, non-profit corporation that will at its own expense design, develop and build a permanent exhibit and present temporary exhibits in the HASF Space. HASF joins in the execution of this MOU to signify its agreement only with respect to matters pertaining to it.

III. MUSEUM PARK PROJECT

General. The Museum Park Project ("Project") shall be designed, planned, constructed and operated upon the Entire Site as depicted in Exhibit "A." Each component of the Project, including each Museum and the Park Component, is depicted in the site plan developed by Cooper Robertson and Partners ("Cooper Robertson") attached hereto as Exhibit "B" (the "Site Plan"). Cooper Robertson, the architectural and urban design firm hired by the City to work with the Parties, has developed a Museum Park Master Plan, Program of Requirements and Design Principles that includes: the Site Plan delineating the locations of the Museums and general design guidelines for the Museums; design development plans for the Park (including but not limited to landscape, structures, infrastructure, access roads, parking and marine project elements); and a course of action for addressing other critical infrastructure and development issues. The Parties acknowledge receipt of the Museum Park Design Development Documents prepared by Cooper Robertson and referenced hereto as Exhibit "C" (the "Museum Park Design Development Documents") and agree to work jointly and with Cooper Robertson to reach a consensus regarding the key issues, including but not limited to the site plan, design guidelines and the timetable for completing each component of the Project. Exhibit "C," as amended from time to time, is on file with the City's Department of Capital Improvements and with the County's Office of the County Clerk.

The Parties acknowledge that as of the date of this MOU the City intends to fund the Park Component from tax increment revenues from the Omni Community Redevelopment Area (the "CRA"), subject to the expansion of the CRA's boundaries. In the event the CRA boundaries are not expanded and the City does not identify other funds sufficient to complete the Park Component as specified in the Museum Park

Design Development Documents, then the Parties shall work collaboratively and with Cooper Robertson to reach a consensus regarding any adjustments to the scope of the Park Component. The Parties further acknowledge that the Park Component and related infrastructure may not be developed on the same schedule as the rest of the Project. It is the intent of the City and the Museums to coordinate the work and the development of the different components, such as infrastructure and shared facilities to minimize time and maximize cost savings. By way of example, if the development of the Museum Component requires the completion of work that the City may be required to perform but at the time the need arises is not ready to do so, then, to the extent feasible, the Museums shall attempt to have the work completed with the City and the Museums to pay their prorated shares of such cost. It is the intent of the City that by the opening date of the Museums Component, it will make sufficient improvements to the Park to open the Park to the public and to provide an attractive setting for the opening and operation of the Museums to the extent of availability of funding.

The Parties agree to constitute a Museum Park Project Steering Group ("Museum Park Steering Group") comprised of representatives from each of the Parties to oversee and coordinate the planning, design and construction of the Museum Park Project and the development, implementation and marketing of programming for the Museum Park Project. The Museum Park Steering Group shall meet regularly to accomplish the purposes for which it will be constituted.

Miami Art Museum of Dade County Association, Inc.. The Museum Park Project plans include the MAM Building, the under-building parking to be developed cooperatively with the MSM, loading docks, visitor drop-offs, access roads, internal site roadways, and outdoor features all to be built within the 4 acres of property, as depicted in the Site Plan. The City will work cooperatively with the MAM (but without assumption of any liability and at no cost to the City) to develop and facilitate the implementation of a plan to incorporate art elements and programming in the Park, provided that MAM shall not charge the public a fee for the art elements and programming within the Park. The MAM facility shall be designed, developed, constructed and operated by the MAM as a first class cultural facility comparable with museums of similar size and scope and shall be in general conformance with the Museum Park Design Development Documents. The cost of operating, managing and maintaining MAM shall be borne by MAM. The financing of the cost of construction of the MAM facilities shall be as provided in Exhibit "D," Financial Contributions and Section IV.

Museum of Science, Inc.. The Museum Park Project plans include the MSM Building, the HASF Space, the under-building parking to be developed cooperatively with the MAM, loading docks, visitor drop-offs, access roads, internal site roadways, and outdoor features all to be built on 4 acres of property, as depicted in the Site Plan. The City will work cooperatively with the MSM (but without assumption of any liability and at no cost to the City) to develop and facilitate the implementation of a plan to incorporate science elements and programming in the Park, provided that MSM shall not charge the public a fee for the science elements and programming within the Park. The MSM facility shall be designed, developed, constructed and operated by the MSM as a

first class cultural facility comparable with museums of similar size and scope and shall be in general conformance with the Museum Park Design Development Documents. The MSM shall solicit input from and work cooperatively with the HASF to obtain agreement pertaining to the location and design of the HASF Space and shall obtain input from the HASF on the design of all shared areas within the MSM. In addition, the HASF shall design, develop and construct the HASF exhibit space as a first class exhibit comparable with exhibits of similar size and scope. The cost of operating, managing and maintaining MSM shall be borne by MSM. The cost of operating, managing and maintaining HASF shall be borne by HASF. The financing of the cost of construction of the MSM facilities shall be as provided in Exhibit "D" and Section IV.

Museum Parking Facilities. The Museums shall agree to cooperate to plan, design and develop the Museum Parking Facilities as a single, continuous under-building parking structure for the Museums. Each Museum shall be responsible for the construction, operation and management of its own portion of the Museum Parking Facilities at the Museum's sole cost and expense. The terms and conditions for cooperation on planning, designing and developing the Museum Parking Facilities, for coordinating the Museums' Project timetables to develop the Museum Parking Facilities, and for separately constructing and operating each portion of the Museum Parking Facilities will be included in the Master Development and Management Agreements and agreements that will be negotiated between the MAM and the MSM which shall be subject to the approval of the City and MSEA, provided that such approval shall not be unreasonably withheld, conditioned or delayed. The Museums agree to provide as many under-building spaces as is feasible, with the goal of a total of 500 parking spaces to the public during business hours.

Park. The Museum Park Project plans include a park of approximately 21 acres of land (the "Park"), including but not limited to landscape, structures, infrastructure, access roads, and parking (the "Park Component"). The Park shall be designed, developed, constructed and operated by the City, or the City's designee and, subject to the provision contained in the Section III, shall be in general conformance with the Museum Park Design Development Documents, as amended from time to time. The City will work cooperatively with the Museums to develop and facilitate the implementation of a plan to incorporate art, science and history elements and programming in the Park, at no cost to the City. This includes working with the MAM to integrate sculpture(s) into the Park and with the MSM and the HASF to include external components of their programs into the Park on a non-exclusive, non-permanent basis. In addition, all Parties will work together cooperatively to establish and implement coordinated programs to promote the overall identity of Museum Park Project, including but not limited to signage, marketing, branding, and public relations. The cost of maintaining the Park, including the Baywalk, shall be borne by the City or the City's designee and the cost of construction of the Park Component shall be as provided in Exhibit "D" and Section IV.

Infrastructure. The Museum Park Project includes the following responsibilities for addressing infrastructure issues, subject to the monetary limitations set forth in Exhibit "D" and Section IV:

- **Environmental Conditions.** The Museums shall have one hundred-eighty (180) days after approval of this MOU by all Parties in which to deliver to the City a cost estimate of any environmental remediation necessary to provide a clean Site necessary for the Museums to construct their facilities (the "Environmental Cost"). The City agrees to pay up to Two Million Dollars (\$2,000,000) toward the Environmental Cost. In the event the Environmental Cost exceeds \$2,000,000, there shall be a period of ninety (90) days from delivery of the cost estimate of the Environmental Cost for the City and the Museums to agree how to apportion payment of the amount of Environmental Costs which exceed \$2,000,000. If the Parties do not reach an agreement allocating responsibility for Environmental Cost in excess of \$2,000,000 within ninety (90) days after the delivery of the cost estimate to the City, then this MOU shall be null and void and of no further force and effect.
- **Site Improvements.** The Museums shall be responsible for all costs required to design, develop, construct, and maintain all site improvements required for construction of the Museums Component, which shall include but not be limited to demolition, utility relocations, water sewer and sanitation work, street improvements, landscaping and hardscaping, and other customary infrastructure work up to the boundaries of the Park Component. The City shall be responsible for all costs of utilities and roadways within the Park Component. The Museums, in cooperation with the City, shall develop a master infrastructure plan for the Museum Park Project. The City will work cooperatively with the Museums to coordinate infrastructure needs for the Museums and for the Park Components and to develop and include in the Master Development Agreement a plan to share the costs of infrastructure needs that serve both the Museums and the Park Components to the extent that it is mutually beneficial and cost efficient for the City and the Museums.
- **Roadways.** The Museums shall be responsible for designing, developing, constructing and maintaining access roadways on the Museum Site for the Museum Component. The Parties agree to coordinate construction of the roadways as to not unduly interfere with the construction of the Museums Component and to make their best efforts to minimize the impact on other functions that may be taking place at Bicentennial Park during the construction phase of the Project. The Museums shall be responsible for all costs of providing and maintaining all landscaping and hardscaping that occur within the boundaries of the Museums' site. The Parties agree to explore, in good faith, the potential for cost sharing by the City and the Museums for the design, construction and maintenance of the roadway within the Museum Site that also serves the Park maintenance facility. A portion of the roadway and City maintenance facility lie in the area identified as "Area A" on Exhibit B, which is currently not owned by the City. The parties acknowledge that the City will be seeking approval from the appropriate authority(ies) to use Area A for an access road to the maintenance facility. In the event the City is unable to obtain the appropriate approvals, then the City, MSEA and the Museums shall make the necessary modifications to the

leased areas if needed to continue to provide the acreage contemplated in this MOU.

- **Museum Parking Facilities.** The Museums shall agree to cooperate and be responsible for all costs required to design, develop, separately construct and operate Museum Parking Facilities within their respective sites. The Museums intend to construct as many under-building parking spaces as feasible, with a goal of 500 parking spaces, which shall be available to the public at all times during business hours.
- **Park Parking Facility.** The City shall be responsible for all costs required to design, construct, develop and operate parking located in and necessary for the Park (the "Park Parking Facility").
- **MetroMover Station.** The County shall be responsible for all necessary costs related to the re-opening of the Bicentennial Park MetroMover Station subject to the review of the Museum Park Design Development Documents by the Miami-Dade County Transit Department, the acceptance by the Parties of all changes that are considered necessary by the Miami-Dade County Transit Department, and as provided in Exhibit D.
- **Pump Station #2.** The County shall be responsible for all costs related to necessary improvements to Pump Station #2 subject to: the review of the Museum Park Design Development Documents by the Miami-Dade County Water and Sewer Department; any changes that are considered necessary by the Miami-Dade County Water and Sewer Department; and the City and County agreeing to work cooperatively to resolve the existing boundary issues regarding City and County property lines for Pump Station #2, and as provided in Exhibit D.
- **Biscayne Boulevard.** The Museums and the City shall cooperate to determine responsibility for the cost, if any, necessary to gain access to and from Biscayne Boulevard.

IV. FINANCIAL CONTRIBUTIONS.

City Financial Contribution. The City intends to contribute up to \$151 million to the Museum Park Project, to be applied to the components and in the manner set forth in Exhibit "D." The Parties acknowledge that up to \$68 million of the City's contribution is allocated to the Park Component, subject to the Park Component's final design and project schedule, which may contemplate phases. It is contemplated that the cost of the Park Component will be funded from the tax-increment revenues from the CRA, subject to the expansion of the CRA's boundaries. In the event the CRA expansion does not occur, the City may not be able to identify and secure other revenue source(s) for the Park Component in order to satisfy the Museums' timetable. Therefore, to the extent feasible, the Parties shall coordinate the work and the development of the infrastructure and shared facilities to reach maximum time and cost savings and, if necessary and feasible, and with the consent of the City, the Museums may proceed with portions of the work that the City may be required to perform, but at the time the need arises is not ready to do so, with each Party to pay its prorated share of such cost, within a reasonable timeframe. The Parties acknowledge that the ability to open the Museums will be

positively influenced by the City's development of the Park Component and the Parties will take this into consideration in developing the timetable for the Museum Park Project.

The City's contribution does not include Park improvements south of the FEC slip with the exception of the slip fountain and does not include the other slip improvements including the pedestrian bridge over the slip, which are not part of the Park Component.

County Financial Contribution. Subject to the County's ability to issue bonds in the future, and the successful negotiation, approval and execution of all necessary agreements, the County shall provide \$275 million from Building Better Communities GOB Program proceeds to the Museum Component of the Project to be used for the purposes set forth in the Building Better Communities GOB Program and summarized in Exhibit "D." The MSEA Lease and the Subleases shall provide that if the County is not able to issue the bonds, as contemplated herein, within a date to be specified in those agreements, then the MSEA Lease and the Subleases shall terminate and the Parties shall have no further rights and obligations thereunder.

Museums' Financial Contributions. As shown in Exhibit "D," the County and the City have provided, or shall provide, their contributions to the MAM and the MSM, as herein stipulated, for design, construction, site improvements, infrastructure and required environmental remediation, as set forth in the Master Development Agreement and subsequent respective agreements with the MAM and the MSM. These agreements will outline the amounts of, schedules for and use of the matching funds from the Museums necessary to design, develop, construct, operate and maintain the Museums. The MAM shall raise approximately \$120 million in matching funds to complete the MAM project. The MSM shall raise approximately \$100 million in matching funds to complete the MSM project. The intention of the Parties to proceed with the Definitive Agreements and other necessary agreements specifically will require each of the Parties to demonstrate its ability to secure all funds as outlined in this MOU and in subsequent agreements. The Parties agree to use reasonable, diligent efforts to secure such funding. It is understood that fundraising by the Museums can be contingent upon there being substantial progress demonstrated on the Museum Park Project. In addition, it is understood that donors often structure the payment of contributions to occur over a multiple year period and that a draw down schedule will be developed by the Museums and included in the Master Development Agreement to demonstrate the availability of the private sector funding necessary to complete the Museums. The Subleases shall provide that if the Museums are not able to raise the amounts shown in Exhibit "D" within a date to be specified in those agreements, as such amounts or dates may be modified by agreement of the Parties to the Subleases, then the Subleases shall terminate and the Parties shall have no further rights and obligations thereunder.

Notifications Regarding Financial Contributions. Each of the Museums, the County and the City agrees to notify promptly in writing the other Parties in the event that it becomes aware of any material variation in the amounts of, schedules for or uses of amounts to be contributed by such Party pursuant to this MOU. The Definitive

Agreements shall include, where appropriate, notification requirements similar to those expressed in the immediately preceding sentence.

V. AGREEMENTS

Museum Park Plan. The Parties must give their final approval to the Museum Park Design Development Documents (Exhibit "C"), as same may be amended in accordance with this MOU, as a condition precedent to proceeding with the design and construction of the Project. The Museums and the City may proceed with their respective architectural selection processes in advance and in anticipation of the approval of the Museum Park Design Development Documents, subject to applicable law and the requirements of the BBC GOB Program and Homeland Defense Bond Program, where applicable.

Master Development Agreement. As a condition precedent to proceeding with construction of the Project, the City and the Museums shall negotiate, approve and execute a Master Development Agreement encompassing all of the components of the Project that shall include, among other things, details regarding the matching funds and private funding draw down schedules, development and cost overrun guarantee, construction coordination among components of the Project (i.e., the MAM Building, the MSM Building, Museum Parking Facilities, the Park Component and Infrastructure), construction administration procedures, and rights and responsibilities of the City and the Museums to ensure construction on the schedule agreed to by the Parties. To the extent feasible and cost effective, the Parties to the Master Development Agreement shall be required to make a positive effort to procure supplies, equipment, construction, and services from minority and women owned businesses and to utilize businesses located in or owned by residents of the areas designated by the City.

The Master Development Agreement also may address areas that may be developed and/or operated jointly by the City and the Museums (e.g., infrastructure and utilities, parking, etc.). The Parties agree that each Museum will serve as the Project Developer for its own facility (the "MAM Project Developer" and the "MSM Project Developer," respectively) and that the City, or the City's designee, will serve as the Project Developer for the Park Component (the "Park Project Developer"). In each case, each Project Developer shall manage and control the design, development and construction of its component of the Project. Each Project Developer shall be responsible for the pre-development issues required for its component of the Project, including but not limited to, regulatory reviews and approvals, traffic, parking and engineering analysis, etc. in accordance with any applicable laws, the costs of which shall be funded by each Project Developer from its monies. Each Project Developer shall retain appropriate professionals to assist in the compliance of these pre-development issues and coordinate its activities with the other Project Developers.

Each Project Developer or its agents shall be responsible for the design, construction, site improvements, infrastructure and required environmental remediation, subject to Section III, of its component of the Project, including, as applicable, the

competitive selection of architects and engineers, contractors, consultants and any project/construction managers in accordance with State and local law and the development of all plans, designs, schematics, specifications, drawings and programs for the construction of its component of the Museum Park Project, provided such plans shall be in general conformance with the Museum Park Plan and shall be coordinated with the other Parties' plans. Each Project Developer agrees to provide the other Parties with copies of its Design Team's scope for work on its component of the Museum Park Project. At each stage of the architectural and engineering work on its component of the Museum Park Project, each Project Developer shall provide to the other Parties reports of progress on the design work and construction estimates for review. Each Project Developer shall work cooperatively and in good faith with the other Parties to maintain project timetables.

The City, as owner of the Land, shall have the rights of review and approval of applications for building, zoning, planning or development. The City recognizes its role as a partner in the development of the Project and, subject to the provisions of Section I hereof, shall use reasonable, diligent efforts to take actions necessary to facilitate the permitting process in order to facilitate the commencement and completion of construction of the Project, as soon as practicable.

The County shall have rights of review and approval for general conformance with the Museum Park Design Development Documents of all design and design related matters to the extent agreed upon by the Parties in the Master Development Agreement provided that such approval shall not be unreasonably withheld, conditioned or delayed. The County shall have the right to review all construction and procurement related matters of the Project, as required by applicable law and the Building Better Communities GOB Program. The County may utilize its own staff or may hire a third party independent project management firm, which is not a member of the Design Teams ("Museum Park Program Manager"), to review and monitor on the County's behalf the design and construction of the Museum Park Project. The costs of such services shall be paid by the County.

In regard to the City's and/or the County's rights of review and approval, the Master Development Agreement shall set forth procedures and timetables for the City and/or the County to exercise their rights of review and approval with the objective of facilitating decision-making.

At various points during the design and prior to advertising for Project contractors, the Project Developers shall submit plans and the proposed final form of construction contracts to the Parties for their review and comment. All plans should be reviewed by the City and the Museum Park Program Manager to review issues of utility coordination, economies of scale, logistics, transportation and parking and other construction management efficiencies and coordination. Each of the Project Developers shall competitively select a Florida licensed contractor to construct its component of the Project in accordance with State and local law, specifically the competitive selection procedures provided in Section 255.20, Florida Statutes, if applicable. Prior to

advertisement and award for the competitive selection of the Museums' contractors, the City may have the right to review and approve each of the Museums' solicitation documents and contracts to confirm that the solicitation complies with all applicable State and local laws, related to the design, construction and operations of its component of the Project. Prior to commencement of construction, each of the Museums must provide proof of insurance as specified by the City's Risk Management Administrator and of its payment and performance bond, naming the City and the MSEA the beneficiaries thereof.

In a form reasonably acceptable to the City, the MAM Project Developer and the MSM Project Developer shall provide detailed cost, budget and schedule reporting to the City during development (on a schedule to be determined in the Master Development Agreement) and construction (on a monthly basis) of their components of the Project. Specific procedures for monitoring these components of the Project, reviewing the MAM and MSM Project budgets, and addressing any issues that arise during the design and construction of the MAM and MSM facilities shall be set forth in the Master Development Agreement.

Each Museum shall commit to a Development and Construction Cost Overrun Guaranty ("Cost Overrun Guaranty") in favor of the County and the City, in form and substance satisfactory to all Parties, that shall establish each of the Museums as the guarantors of the obligation to pay any and all costs of planning, designing, acquiring, constructing and equipping their respective Museum in excess of the Parties' contributions, as set forth in this MOU and for claims, demands or causes of action by the architect, general contractor, subcontractors, trade contractors, suppliers and other parties, including attorneys' fees (trial and appellate) and defense costs (in the aggregate and as more fully defined in the Cost Overrun Guaranty, the "Cost Overrun"). The Cost Overrun Guaranty shall provide that each of the Museums shall pay and be solely responsible for all Cost Overruns.

The City and each Museum recognizes that development of their respective components of the Project may be on separate time frames and each agrees to use reasonable efforts to coordinate the work and the development of infrastructure and shared facilities to accommodate the other, maximize costs and time savings to all Parties, and to make their best efforts to minimize the impact on other functions that may be taking place at Bicentennial Park during the construction phase of the Project.

Master Management Agreement. The City, MSEA and the Museums shall negotiate a Master Management Agreement that may include, among other things, discussion of operational subsidies for the Museums, responsibilities for maintenance, capital repairs and replacements, and responsibilities for any areas of operational overlap. The MAM and the MSM shall be the managers and operators of their respective museum facilities, the HASF shall be the manager and operator of the HASF Space, and the City, or its designee, shall be the manager and operator of the Park. Each of the Parties shall have the sole responsibility and authority to operate and manage its component and its part of any shared components of the Project. The Master Management Agreement shall provide that at various points prior to the opening of their respective components of the

Project, each of the Parties shall prepare and provide for the review of the other Parties an operating pro forma for its component of the Project, with an updated forecast of the costs and revenues to operate its component of the Project. A timetable for updating the operating pro formas and for submitting annual operating budgets, after the facilities open, shall be included in the Master Management Agreement. The Museums and the City will agree to work cooperatively and in good faith with each other in the booking and scheduling of events at the Museum Park Project.

The MSEA Lease and Subleases. The MSBA, the City and the Museums shall negotiate the terms of the MSEA Lease and the Subleases which will include, among other things, the terms required in this MOU and the term, rent, City ownership of the land, Museum ownership of the Museum buildings and the disposition of the properties at the termination of the MSEA Lease term.

All parties shall work cooperatively to implement their Project components and to maintain the design intent and design standards set forth by the Museum Park Master Plan as they proceed through the design, construction and operation phases. The City reserves the right at any time and from time to time, to: (a) make or permit reasonable changes or revisions in its plan for the Park, including additions to, subtractions from, rearrangements of, alterations of, modifications of, or supplements to building areas, walkways, parking areas, driveways and other Park areas; (b) construct other buildings or improvements in the Park and to make alterations thereof or additions thereto; (c) make or permit changes or revisions in the Park, including additions thereto, and to convey all or portions of the Park to others for the purpose of constructing thereon other buildings or improvements, including additions thereto and alterations thereof; and (d) change location, size, content and design of any signage for the Park; provided, that there is consensus among the members of the Museum Park Steering Group that: (i) such development, changes or alterations do not materially affect the Museums' ability to operate or construct their respective projects as intended and (ii) any such change is consistent with the purpose and design intent of this Museum Park Project. In such event, the Museums agree to cooperate with the City in the development, changes and/or alterations to the Park by providing all necessary approvals required for such development, changes and/or alterations including being a co-applicant as necessary. The Master Development Agreement and the Master Management Agreements shall further require any one obtaining an interest in the Property including, but not limited to, a mortgagee, to also execute such approvals as may be necessary in order for the development, change or alteration to take place.

VI. OTHER PROVISIONS

City's and County's Rights as Sovereign. It is expressly understood that notwithstanding any provisions of this MOU and the City's and County's status thereunder:

1. The City and County retain all of their sovereign prerogatives and rights as a city and county under Florida laws and shall in no way be estopped from

withholding or refusing to issue any approvals of applications for building, zoning, planning or development under present or future laws and regulations whatever nature applicable to the planning, design, construction and development of the Museum Park Project or the Entire Site or the operation thereof, or be liable for the same; and

2. The City and County shall not by virtue of this MOU be obligated to grant the Museums any approvals of applications for building, zoning, planning or development under present or future laws and ordinances of whatever nature applicable to the planning, design, construction, development and/or operation of the Museum Park Project or the Entire Site.

No Liability for Exercise of Police Power. Notwithstanding and prevailing over any contrary provision in this MOU, any City or County covenant or obligation that may be contained in this MOU shall not bind the Board, the Planning and Zoning Department, DERM or any other County, City, federal or State department or authority, committee or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of the City or County or other applicable governmental agencies in the exercise of its police power.

Square Footage Costs. Each of the square footage, acreage and cost numbers used in this MOU are approximations and will be subject to adjustment based on final approved plans, agreements, and the requirements of the BBC GOB Program.

Agreements. The MOU shall become effective on the date the MOU is properly approved and executed by all the Parties. Upon the effectiveness of this MOU, the Parties shall use reasonable diligent efforts to negotiate and agree on terms in the Master Development and Management Agreements, the MSEA Lease, the Museums' Subleases and the other necessary agreements, including specifically the BBC GOB Program Grant Agreements, in good faith with the objective of having them approved by the Board, Commission and the MSEA Board and the Museum Boards as soon as practicable.

Although the planning, design, construction, operation, management, use and occupancy of the Museum Park Project shall be subject to the terms of the more definitive Master Development and Management Agreements, which will encompass issues not addressed in this MOU, the Parties agree that the terms of this MOU will be incorporated into such other agreements. The Parties further acknowledge and agree that this MOU reflects the basic business deal among the Parties.

VII. TERMINATION

Any Party may terminate this MOU for any reason upon providing written notice to the non-canceling Parties. Upon the termination of this MOU, no Party shall have any liability or obligation to any other Party. A Party shall exercise its termination rights under this Section by giving written notice thereof to the other Parties.

CITY OF MIAMI, FLORIDA

MIAMI-DADE COUNTY, FLORIDA

By: _____
Pedro G. Hernandez
City Manager
City of Miami

By: _____
George M. Burgess
County Manager
Miami-Dade County

ATTEST:

ATTEST:

By: _____
City Clerk

By: _____
Clerk of the Board

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

Jorge L. Fernández,
City Attorney

R.A. Cuevas, Jr.,
County Attorney

**APPROVED AS TO INSURANCE
REQUIREMENTS:**

LeeAnn Brehm,
Risk Administrator

MIAMI SPORTS AND EXHIBITION AUTHORITY

By: _____
Timothy Schmand
Executive Director

MIAMI ART MUSEUM OF DADE COUNTY ASSOCIATION, INC. MUSEUM OF
SCIENCE, INC.

By: _____

By: _____

THE HISTORICAL ASSOCIATION OF SOUTHERN FLORIDA, INC.

By: _____

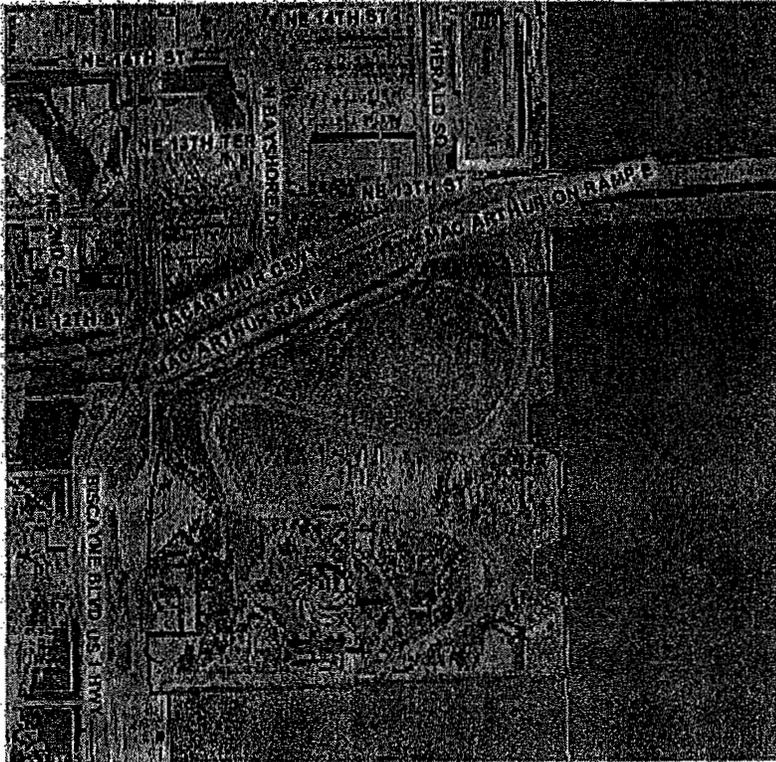
EXHIBIT "A"
THE LAND

My Home
Miami-Dade County, Florida



miamidade.gov

Property Information Map



Digital Orthophotography - 2006

0 230 ft

This map was created on 12/31/2007 10:48:50 AM for reference purposes only.

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Summary Details:

Folio No.:	01-4137-039-0010
Property:	1076 BISCAYNE BLVD
Mailing Address:	CITY OF MIAMI-DEPT OF P&D ASSET MANAGEMENT DIVISION 444 SW 2 AVE STE# 325 MIAMI FL 33130-1910

Property Information:

Primary Zone:	8002 PARKS & RECREATION
CLUC:	6040 MUNICIPAL
Beds/Baths:	0/0
Floors:	1
Living Units:	0
Adj Sq Footage:	10,983
Lot Size:	1,321,181 SQ FT
Year Built:	1976
Legal Description:	NEW WORLD CENTER BICENTENNIAL PB 140-50 /PARK TR A LOT SIZE 30.33 AC 01-0100-000-0450-0480 THRU -0510 & -0530

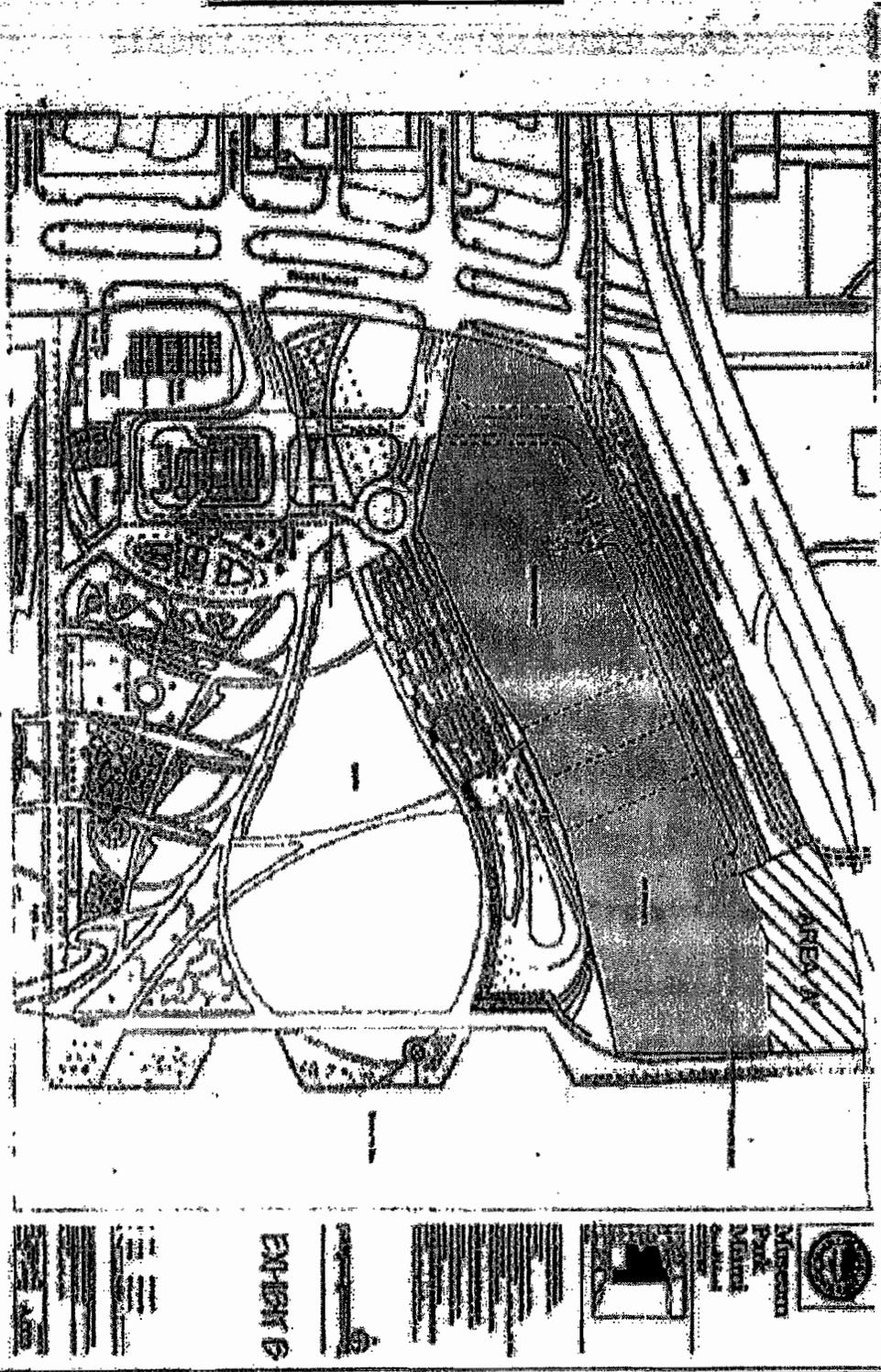
Sale Information:

Sale O/R:	
Sale Date:	0/0
Sale Amount:	\$0

Assessment Information:

Year:	2007	2008
Land Value:	\$39,835,730	\$39,835,730
Building Value:	\$1,029,974	\$1,014,781
Market Value:	\$40,865,704	\$40,850,511
Assessed Value:	\$40,865,704	\$40,850,511
Total Exemptions:	\$40,865,704	\$40,850,511
Taxable Value:	\$0	\$0

EXHIBIT "B"
THE MUSEUM SITE PLAN



■ Designates the Museum Site

EXHIBIT "C"

MUSEUM PARK DESIGN DEVELOPMENT DOCUMENTS

On file with and available for inspection at the Miami-Dade County Clerk of the Board.

EXHIBIT "D"
FINANCIAL CONTRIBUTIONS

<u>PARTY</u>	<u>AMOUNT</u>	<u>PURPOSE</u>
<u>CITY</u>	\$60 Million	Estimated value of land for Project
	\$15 Million	Approximate value of seawall stabilization
	\$2 Million	Environmental costs
	\$700 Thousand	Grant to MSM
	\$700 Thousand	Grant to MAM
	\$1.4 Million	Paid to Cooper Robertson to develop Museum Park Plan
	\$2 Million	Grant to MAM
	\$2 Million	Grant to MSM
	\$68 Million (up to)	Park Component and other required work, such as infrastructure
<u>COUNTY</u>	\$100 Million	Design & construction of MAM, and other required work, such as infrastructure
	\$175 Million	Design & construction of MSM, and other required work, such as infrastructure
	TBD	Bicentennial MetroMover Station
	TBD	Pump Station #2 improvements
<u>MAM</u>	\$120 Million	Matching funds for MAM component
<u>MSM</u>	\$100 Million	Matching funds for MSM component

ATTACHMENT B

Memorandum



Date: February 11, 2008

RCA

To: Honorable Chairman Bruno A. Barreiro and
Members, Board of County Commissioners

Agenda Item No. 7(E)

From: George Burgess
County Manager

A handwritten signature in black ink, appearing to read "George Burgess", written over the printed name.

Subject: Additional Information Regarding the Museum of Science and the Miami Art
Museum

This memorandum provides additional background information and responses to the issues raised in Commissioner Souto's memorandum of January 18, 2008 regarding the memorandum of understanding (MOU) between the Museum of Science (MSM), the Miami Art Museum (MAM), the Historical Association of Southern Florida (HASF), the City of Miami, the Miami Sports and Exhibition Authority (MSEA) and Miami-Dade County and the Building Better Communities (BBC) General Obligation Bond grant agreements for the MSM and the MAM. The MOU delineates the business terms for the development of the museums within Bicentennial Park while the grant agreements provide the initial BBC grant allocations authorized for each museum. Advancement of the museum project is not contingent upon the approval of the Global Agreement, although elements of the agreement would enhance the overall improvement to the Bicentennial Park site. Furthermore, the City of Miami has approved a master plan for Bicentennial Park independent of the Global Agreement.

The requirement of property control is included in the BBC Administrative Rules, a document approved by the Board of County Commissioners. The voters of Miami-Dade County did not approve this property control provision or the Administrative Rules. The Administrative Rules were developed by staff as guidelines for BBC projects and continue to be reviewed for possible revisions as we gain more experience with implementing BBC projects. The recommendation to waive site control is being made only for the first BBC grant agreements for each of the museums in order to sustain momentum on the design phase of these projects. Site control must be resolved before any additional BBC funds are released. These initial BBC grant allocations for each museum cover very limited amounts of their total grant funds: \$235,000 for the MAM (less than a quarter of one percent of MAM's total BBC funding of \$100 million); and \$3.3 million for the MSM (less than 2% of the MSM's total BBC funding of \$175 million).

The City of Miami's significant formal actions indicate that the sites for each museum are secure. For instance, the City Commission has approved grant funds for the development of the museums and has approved the master plan for Bicentennial Park, delineating four-acre sites per museum. Additionally, maps and architectural drawings have been developed and provided to the County, identifying the boundaries of each museum site. These documents are included in Exhibit C of the MOU agenda item which consists of the MOU, the Museum Site Plan and the Museum Park Design Development Documents (the detailed architectural drawings on file with the County Clerk of the Board).

The decision to utilize the MSEA as the leaseholder for the museum sites was made by the City of Miami in concurrence with both museums. It is our understanding that the City has utilized MSEA as an agency for site management of City-owned property in other agreements with non-profit organizations (e.g., for the City property on Watson Island upon which the Miami Children's Museum was built).

Page two
Report

There were several key factors that resulted in the recommendation for both museums to own their buildings. Board leadership from the MSM and the MAM have confirmed that the success of its commitment to raise substantial private funding for their new buildings (\$120 million in private funds from the MAM and \$112 million from the MSM) is reliant on being able to assure to the private contributors that each of the museums are the developers, operators and owners of their facilities. Each of these buildings will be paid for by a combination of public and private funds. From the County's perspective, the museums' responsibility for developing their own projects and owning their buildings emphasizes the museums' sole obligation for all capital costs in excess of the County's BBC grant funding support. Almost all of the funding for non-profit organizations that is included in the BBC program is being granted for projects that the County will not own. For example, the Cuban Museum and the Black Archives (for the Lyric Theater) will own their completed BBC grant-funded projects.

There are many different ownership models for museums in cities across the United States. In some places, museum buildings are owned by their non-profit organizations. Some prominent examples include the Walker Art Center in Minneapolis, the Museum of Modern Art in New York City and the Art Institute of Chicago. Years ago when our community's non-profit organizations were younger and their track records not yet as established, Miami-Dade County assumed a greater and more direct role in owning and operating cultural facilities. For example, the Cultural Center across the street from the Stephen P. Clark Government Center was built for a new non-profit museum, the Center for the Fine Arts, now called the Miami Art Museum (MAM). Similarly, the Miami Science Museum (MSM) was provided space by Miami-Dade County at its current site in 1960 when it was a new-found, fledgling organization. Now, almost a quarter of a century later for the MAM and almost half of a century for the MSM, these institutions are accredited with well-established track records for programmatic excellence and administrative effectiveness. The MAM, the MSM and the HASF have keen personnel and board authority to manage their projects and own their facilities.

In response to the request for data related to the proposed expansion areas of Omni and Southeast Overtown/Parkwest Community Redevelopment Areas, the global agreement approved by the County and City stipulates that the City and the Community Redevelopment Areas (CRAs) agree to generate the Finding of Necessity (FON) to substantiate the expansion of the boundaries of the CRAs. The FON as defined by Florida State Statute 163.355 requires that a finding of conditions in the area meet the criteria of slum or blight (as defined in Florida State Statute 163.340 (7) and (8)). All the factors listed in the State Statute 163.340 do not need to exist to determine that an area is slum or blighted. While slum or blighted conditions need to exist within a CRA, those conditions do not need to prevail in the area. In many occasions, CRAs are designed to include areas where slum or blight are non-existent and only serve as a financial catalyst towards the revitalization of the greater area. As mentioned in my memorandum accompanying the global agreement, upon receipt of the FON (and Redevelopment Plan Amendment), County staff will review, comment, prepare, and accept the FON (and Redevelopment Plan Amendment) for Board consideration.

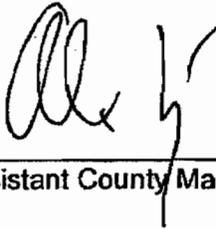
Attached please find all folio numbers for properties within the proposed expansion areas for the Omni and Southeast Overtown/Parkwest Community Redevelopment Areas including the market, assessed and taxable values from 1997 through 2007. The values for 2008 will not be available

Page Three
Report

until the Property Appraiser finalizes the preliminary tax roll in July 2008. Staff is still researching and compiling the census-related, public health and economic data requested and will provide the information as soon as it is analyzed by our newly hired Chief Economist. It is important to note that all the data requested will be analyzed as part of the FON study.

Finally, it is important to note that the MSM and the MAM projects have been prominently featured in two voter referendums that were overwhelmingly approved by the voting citizens of Miami-Dade County: 1.) the referendum in the City of Miami that approved the Homeland Defense General Obligation Bonds on November 13, 2001; and 2.) the county-wide referendum that approved the two museums for inclusion in the Building Better Communities General Obligation Bond program on November 2, 2004. The museum project will not only benefit Miami-Dade County residents, it will attract tourists from all over the world as these museums will offer first- class entertainment in world class buildings.

Attachment

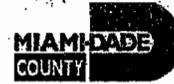


Assistant County Manager

**SUMMARY OF PROPERTY VALUES IN THE PROPOSED CRA
EXPANSION AREAS BY YEAR**

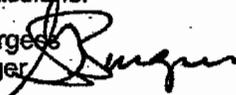
<u>EXPANDED CRA AREA</u>	<u>YEAR</u>	<u>MARKET VALUE</u>	<u>ASSESSED VALUE</u>	<u>TAXABLE VALUE</u>
BICENTENNIAL PARK (A3)	2007	41,610,527	41,610,527	0
BICENTENNIAL PARK (A3)	2006	41,575,714	41,575,714	0
BICENTENNIAL PARK (A3)	2005	33,170,931	33,170,931	0
BICENTENNIAL PARK (A3)	2004	33,042,453	33,042,453	0
BICENTENNIAL PARK (A3)	2003	32,987,320	32,987,320	0
BICENTENNIAL PARK (A3)	2002	32,802,707	32,802,707	0
BICENTENNIAL PARK (A3)	2001	32,753,157	32,753,157	0
BICENTENNIAL PARK (A3)	2000	34,257,759	34,257,759	0
BICENTENNIAL PARK (A3)	1999	34,221,038	34,221,038	0
BICENTENNIAL PARK (A3)	1998	33,604,741	33,604,741	0
BICENTENNIAL PARK (A3)	1997	33,544,049	33,544,049	0
OVERTOWN NORTH (B1)	2007	72,310,407	67,332,128	29,824,735
OVERTOWN NORTH (B1)	2006	62,416,213	58,122,112	25,252,311
OVERTOWN NORTH (B1)	2005	37,749,765	35,837,222	13,915,368
OVERTOWN NORTH (B1)	2004	23,473,879	22,591,282	7,983,910
OVERTOWN NORTH (B1)	2003	18,934,433	18,465,611	6,075,903
OVERTOWN NORTH (B1)	2002	17,231,575	17,042,412	4,923,884
OVERTOWN NORTH (B1)	2001	21,584,764	21,460,430	4,671,271
OVERTOWN NORTH (B1)	2000	20,701,229	20,629,315	4,290,928
OVERTOWN NORTH (B1)	1999	20,587,706	20,495,539	4,616,772
OVERTOWN NORTH (B1)	1998	20,316,909	20,267,945	4,450,756
OVERTOWN NORTH (B1)	1997	19,768,380	19,739,851	4,400,227
OVERTOWN WEST (A-B-C)	2007	86,937,799	81,629,976	38,617,015
OVERTOWN WEST (A-B-C)	2006	82,418,866	78,436,928	36,744,785
OVERTOWN WEST (A-B-C)	2005	43,371,274	41,435,184	21,031,472
OVERTOWN WEST (A-B-C)	2004	38,357,352	36,266,595	17,797,454
OVERTOWN WEST (A-B-C)	2003	31,453,582	30,453,142	12,970,385
OVERTOWN WEST (A-B-C)	2002	24,981,822	24,215,213	9,684,318
OVERTOWN WEST (A-B-C)	2001	23,921,798	23,298,326	9,058,538
OVERTOWN WEST (A-B-C)	2000	22,380,089	21,705,646	8,672,315
OVERTOWN WEST (A-B-C)	1999	22,070,926	21,288,850	8,597,330
OVERTOWN WEST (A-B-C)	1998	21,480,068	20,649,810	8,167,764
OVERTOWN WEST (A-B-C)	1997	18,502,688	18,054,259	7,647,377
WATSON ISLAND (A4)	2007	27,521,897	27,521,897	18,413,732
WATSON ISLAND (A4)	2006	32,270,355	32,270,355	23,674,647
WATSON ISLAND (A4)	2005	30,607,163	30,607,163	22,674,702
WATSON ISLAND (A4)	2004	32,676,470	32,676,470	25,174,980
WATSON ISLAND (A4)	2003	19,272,123	19,272,123	17,057,736
WATSON ISLAND (A4)	2002	19,272,123	19,272,123	17,057,736
WATSON ISLAND (A4)	2001	5,060,557	5,060,557	389,376
WATSON ISLAND (A4)	2000	5,256,098	5,256,098	398,210
WATSON ISLAND (A4)	1999	5,256,098	5,256,098	398,210
WATSON ISLAND (A4)	1998	5,256,098	5,256,098	398,210
WATSON ISLAND (A4)	1997	6,302,868	6,302,868	750,002

Memorandum



Date: March 24, 2008

To: Honorable Senator Javier D. Souto
County Commissioner

From: George M. Burgess
County Manager 

Subject: Socio-economic and public health indicators for current and proposed expansion areas of SEOPW and Omni Community Redevelopment Areas

In response to your January 18, 2008 memorandum requesting data related to the proposed expansion areas of the Omni and Southeast Overtown/Parkwest Community Redevelopment Areas, please find attached a compilation of socio-economic and public health data for areas that include the current and proposed expansion boundaries of both CRAs. A large printed copy of one of the maps appearing in the attached report is also included with this transmittal.

It is important to note that analysis of socio-economic and building conditions data will be part of the Finding of Necessity reports that the City of Miami and the CRAs must present to the County. Those reports will be reviewed and evaluated by County staff when they become available.

Attachments

- c: Honorable Carlos Alvarez, Mayor
- Honorable Bruno A. Barreiro, Chairman
- and Members, Board of County Commissioners
- Denis Morales, Chief of Staff, Office of the Mayor
- Alex Munoz, Assistant County Manager
- Jennifer Glazer-Moon, Special Assistant/Director, OSBM
- Charles Anderson, Commission Auditor

cmo11008

**SEOPW and Omni Community
Redevelopment Areas**

***Selected Socio-Economic and Public
Health Indicators***

Prepared by

Office of Strategic Business Management,
Office of Countywide Health Care Planning,
With Assistance From
Department of Planning and Zoning

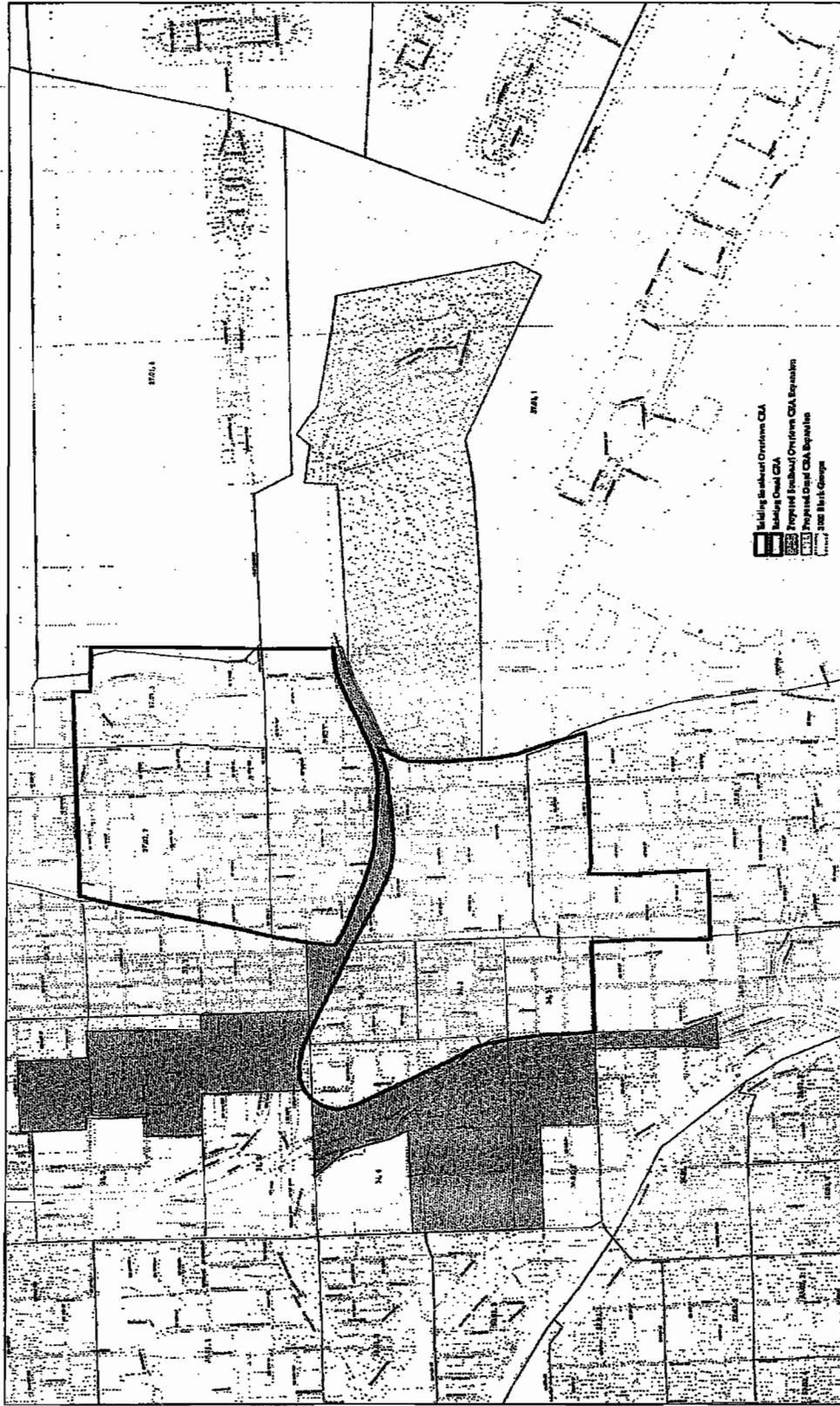
February 2008

Summary of Contents

- The following tables provide information on population, households, household, family and per capita income, poverty status of the population and limited indicators of residential building conditions within census areas that are wholly or partially within the existing and/or proposed expansion boundaries of the Southeast Overtown/Park West and Omni Community Redevelopment Areas, respectively.
- The Decennial Census of 2000 is the most current source of official socio-economic data at small geographic levels. Although, private data vendors provide estimates of this type of data for more recent years, the accuracy of that data is not verified or otherwise known.
- The data in Tables 1 to 6 are provided at the "block group" level. A block group is a statistical subdivision of a census tract, and represents the lowest-level geographic entity for which the U.S. Census Bureau tabulates sample data from the decennial census. The boundaries of the SEOPW and Omni CRAs do not coincide with the boundaries of census block groups. There are 15 census block groups that are either entirely within a CRA, partially within the existing boundaries of a CRA, or partially within the boundaries of a proposed expansion to a CRA. The relationship of each block group to an existing CRA or its proposed expansion is identified in the following tables.
- Public health statistics provided in Table 7 and illustrated in Maps 2 to 5 are available at the zip code level.
- This data package consists of:
 - Map 1. Existing boundaries and proposed expansion areas to the SEOPW and Omni CRAs, respectively;
 - Table 1. Population and Race (by relevant block group);
 - Table 2. Households, Household Type and Family Size.
 - Table 3. Median Income and Percent of Households by Household Income Group
 - Table 4. Median Income and Percent of Families by Family Income Group
 - Table 5. Per Capita Income, Poverty Status and Ratio of Income to Poverty Level
 - Table 6. Housing Units, Vacancy and Complete Plumbing and/or Kitchen Facilities
 - Table 7. Select Public Health Indicators
 - Maps 2-5, Select Public Health Indicators
- Questions on the data contained herein may be addressed to: Dr. Robert Cruz, Economic Policy Coordinator, OSBM, Miami-Dade County at (305) 375-1879, or cruzr1@miamidade.gov

Notes: Map 1 prepared by Department of Planning and Zoning, Research Section; Tables 1 – 6 prepared by OSBM; Table 7 and Maps 2 – 5 prepared by Office of Countywide Health Care Planning.

PROPOSED CITY OF MIAMI CRA EXPANSIONS



MIAMI
HOMERIDGE COUNTY, FLORIDA
PLANNING AND ZONING
ADMINISTRATIVE SECTION

Shading Software: ArcView

**Table 1. Southeast Overtown/Park West and Omni CRA and Proposed Expansions
Population and Race, 2000 Census
Source: U.S. Decennial Census (2000)**

Flags	Census Block Group	Total population	Population White alone	Population Black or African American alone	Population other race alone or two or more races	Total population: Hispanic or Latino
A2	Group 5, Census Tract 27.01	2312	1952	185	175	703
A2	Group 6, Census Tract 27.01	629	598	0	31	236
A1	Group 2, Census Tract 27.02	360	234	60	66	288
B4	Group 1, Census Tract 31	779	7	723	49	49
B4	Group 2, Census Tract 31	1620	112	1491	17	115
B4	Group 3, Census Tract 31	1804	31	1668	105	63
B2, B4	Group 1, Census Tract 34	1100	54	1019	27	61
B1	Group 2, Census Tract 34	526	0	465	61	9
B2, B4	Group 3, Census Tract 34	724	112	612	0	119
B2, B4	Group 4, Census Tract 34	377	0	372	5	0
B3	Group 1, Census Tract 36.01	787	195	580	12	215
B4	Group 2, Census Tract 36.01	377	0	377	0	0
B4	Group 3, Census Tract 36.01	687	420	198	69	534
B2	Group 1, Census Tract 37.01	2400	1527	722	151	1764
A2, B2, A4, B4	Group 1, Census Tract 37.02	2133	960	825	348	944

Flags:

- A1 Block group entirely in existing Omni CRA
- A2 Block group partially in existing Omni CRA
- A3 Block group entirely in proposed Omni CRA expansion
- A4 Block group partially in proposed Omni CRA expansion
- B1 Block group entirely in existing SEOPW CRA
- B2 Block group partially in existing SEOPW CRA
- B3 Block group entirely in proposed SEOPW CRA expansion
- B4 Block group partially in proposed SEOPW CRA expansion

Table 2. Southeast Overtown/Park West and Omni CRA and Proposed Expansions
Households, Household Type and Family Size
Source: U.S. Decennial Census (2000)

Flags	Census Block Group	Households: Total	One-person or Unrelated Person households	Households: Family households	Family household: person household	Family household: 2 person household	Family household: 3 person household	Family household: 4 person household	Family household: 5-person household	Family household: More than 5-persons
A2	Group 5, Census Tract 27.01	1429	1007	422	301	85	9	27	0	0
A2	Group 6, Census Tract 27.01	342	208	134	56	0	62	0	16	0
A1	Group 2, Census Tract 27.02	92	24	68	0	27	28	0	13	0
B4	Group 1, Census Tract 31	276	108	168	44	37	28	44	15	0
B4	Group 2, Census Tract 31	547	251	296	101	92	35	38	30	0
B4	Group 3, Census Tract 31	582	161	421	79	121	106	43	72	0
B2, B4	Group 1, Census Tract 34	472	210	262	86	52	35	42	47	0
B1	Group 2, Census Tract 34	241	139	102	23	31	10	28	10	0
B2, B4	Group 3, Census Tract 34	186	72	114	29	27	33	16	9	0
B2, B4	Group 4, Census Tract 34	189	81	108	58	27	13	4	6	0
B3	Group 1, Census Tract 36.01	198	15	183	30	53	32	24	44	0
B4	Group 2, Census Tract 36.01	121	35	86	14	23	36	13	0	0
B4	Group 3, Census Tract 36.01	583	513	70	60	10	0	0	0	0
B2	Group 1, Census Tract 37.01	376	250	126	80	14	23	9	0	0
A2, B2, A4, B4	Group 1, Census Tract 37.02	953	506	447	163	116	101	40	27	0

Flags:

- A1 Block group entirely in existing Omni CRA
- A2 Block group partially in existing Omni CRA
- A3 Block group entirely in proposed Omni CRA expansion
- A4 Block group partially in proposed Omni CRA expansion
- B1 Block group entirely in existing SEOPW CRA
- B2 Block group partially in existing SEOPW CRA
- B3 Block group entirely in proposed SEOPW CRA expansion
- B4 Block group partially in proposed SEOPW CRA expansion

Table 3. Southeast Overtown/Park West and Omni CRA and Proposed Expansions
Median Income and Percent of Households by Household Income Group
Source: U.S. Decennial Census (2000)

Flags	Census Block Group	Median household income in 1999	Less than \$10,000	\$10,000 to \$14,999	\$15,000 to \$19,999	\$20,000 to \$24,999	\$25,000 to \$29,999	\$30,000 to \$34,999	\$35,000 to \$39,999	\$40,000 to \$44,999	\$45,000 to \$49,999	\$50,000 to \$59,999	\$60,000 to \$74,999	\$75,000 to \$99,999	\$100,000 to \$124,999	\$125,000 to \$149,999	\$150,000 to \$199,999	\$200,000 or more
A2	Group 5, Census Tract 27.01	35,829	26.2%	4.4%	4.8%	4.1%	2.0%	5.9%	11.2%	3.1%	2.2%	4.1%	6.2%	8.1%	6.0%	2.8%	5.1%	3.6%
A2	Group 6, Census Tract 27.01	72,500	4.4%	9.1%	2.3%	5.3%	5.8%	2.9%	6.4%	7.6%	0.0%	2.6%	3.5%	33.3%	0.0%	8.2%	3.2%	5.3%
A1	Group 2, Census Tract 27.02	27,833	19.6%	6.5%	18.5%	0.0%	19.6%	4.3%	0.0%	0.0%	15.2%	0.0%	0.0%	8.7%	7.6%	0.0%	0.0%	0.0%
B4	Group 1, Census Tract 31	13,026	38.0%	17.4%	4.7%	9.1%	6.2%	2.5%	6.9%	1.8%	0.0%	2.5%	2.2%	2.2%	6.5%	0.0%	0.0%	0.0%
B4	Group 2, Census Tract 31	9,456	52.5%	9.7%	7.7%	3.1%	9.9%	2.2%	0.0%	1.8%	3.5%	4.2%	0.0%	1.1%	3.7%	0.0%	0.7%	0.0%
B4	Group 3, Census Tract 31	12,391	42.4%	10.3%	6.2%	10.3%	5.7%	5.0%	8.2%	0.7%	0.9%	2.9%	2.2%	5.2%	0.0%	0.0%	0.0%	0.0%
B2, B4	Group 1, Census Tract 34	10,602	45.8%	21.0%	2.1%	15.9%	3.2%	3.8%	1.3%	0.0%	0.0%	4.4%	0.0%	0.0%	0.0%	0.0%	2.5%	0.0%
B1	Group 2, Census Tract 34	11,172	46.9%	31.5%	3.7%	8.3%	1.2%	4.1%	0.0%	4.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
B2, B4	Group 3, Census Tract 34	12,500	24.7%	29.0%	10.8%	3.8%	3.8%	7.0%	3.2%	0.0%	0.0%	0.0%	10.2%	7.5%	0.0%	0.0%	0.0%	0.0%
B2, B4	Group 4, Census Tract 34	7,418	53.4%	12.2%	10.6%	4.2%	3.2%	0.0%	0.0%	0.0%	4.8%	0.0%	0.0%	5.3%	6.3%	0.0%	0.0%	0.0%
B3	Group 1, Census Tract 36.01	10,833	49.5%	4.0%	2.5%	23.7%	6.6%	3.0%	0.0%	2.5%	1.5%	2.5%	0.0%	2.5%	0.0%	0.0%	1.5%	0.0%
B4	Group 2, Census Tract 36.01	15,036	36.4%	13.2%	34.7%	0.0%	15.7%	0.9%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
B4	Group 3, Census Tract 36.01	7,124	70.3%	14.9%	3.9%	3.9%	2.7%	0.9%	1.0%	1.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	1.2%	0.0%
B2	Group 1, Census Tract 37.01	9,628	51.9%	22.3%	10.4%	8.0%	4.5%	0.0%	2.1%	0.0%	0.0%	0.0%	0.0%	0.8%	0.0%	0.0%	0.0%	0.0%
A2, B2, A4, B4	Group 1, Census Tract 37.02	26,196	24.1%	5.2%	8.2%	8.9%	13.1%	7.6%	5.5%	6.3%	5.6%	4.2%	1.7%	8.1%	1.6%	0.0%	0.0%	0.0%

Flags:

- A1 Block group entirely in existing Omni CRA
- A2 Block group partially in existing Omni CRA
- A3 Block group entirely in existing Omni CRA expansion
- A4 Block group partially in proposed Omni CRA expansion
- B1 Block group entirely in existing SEOPW CRA
- B2 Block group partially in existing SEOPW CRA
- B3 Block group entirely in proposed SEOPW CRA expansion
- B4 Block group partially in proposed SEOPW CRA expansion

**Table 4. Southeast Overtown/Park West and Omni CRA and Proposed Expansions
Median Income and Percent of Families by Family Income Group**
Source: U.S. Decennial Census (2000)

Flags	Census Block Group	Median Family Income in 1999	Less than \$10,000	\$10,000 to \$14,999	\$15,000 to \$19,999	\$20,000 to \$24,999	\$25,000 to \$29,999	\$30,000 to \$34,999	\$35,000 to \$39,999	\$40,000 to \$44,999	\$45,000 to \$49,999	\$50,000 to \$59,999	\$60,000 to \$74,999	\$75,000 to \$99,999	\$100,000 to \$124,999	\$125,000 to \$149,999	\$150,000 to \$199,999	\$200,000 or more
A2	Group 5, Census Tract 27.01	53,750	15.6%	2.6%	4.0%	6.2%	1.4%	3.3%	7.1%	3.1%	3.3%	9.2%	2.8%	8.5%	10.4%	4.0%	12.3%	5.9%
A2	Group 6, Census Tract 27.01	76,204	5.2%	0.0%	0.0%	6.0%	0.0%	7.5%	0.0%	12.7%	0.0%	0.0%	9.0%	46.3%	0.0%	0.0%	0.0%	13.4%
A1	Group 2, Census Tract 27.02	28,333	19.1%	0.0%	19.1%	0.0%	26.5%	0.0%	0.0%	0.0%	13.2%	0.0%	0.0%	11.8%	10.3%	0.0%	0.0%	0.0%
B4	Group 1, Census Tract 31	15,625	33.9%	14.9%	7.7%	13.1%	8.3%	4.2%	0.0%	7.1%	0.0%	0.0%	0.0%	0.0%	10.7%	0.0%	0.0%	0.0%
B4	Group 2, Census Tract 31	18,750	31.1%	11.8%	8.4%	0.7%	18.2%	5.7%	0.0%	1.4%	6.4%	6.1%	0.0%	2.0%	6.8%	0.0%	1.4%	0.0%
B4	Group 3, Census Tract 31	17,292	40.1%	5.9%	7.6%	13.8%	7.6%	7.1%	7.4%	1.0%	1.2%	2.4%	0.0%	5.8%	0.0%	0.0%	0.0%	0.0%
B2, B4	Group 1, Census Tract 34	11,574	37.0%	21.0%	3.8%	15.3%	9.9%	2.7%	2.3%	0.0%	0.0%	8.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
B1	Group 2, Census Tract 34	10,577	41.8%	35.3%	0.0%	7.8%	2.8%	0.0%	0.0%	9.8%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
B2, B4	Group 3, Census Tract 34	15,000	14.0%	36.0%	17.5%	6.1%	0.0%	14.9%	0.0%	0.0%	0.0%	0.0%	7.0%	4.4%	0.0%	0.0%	0.0%	0.0%
B2, B4	Group 4, Census Tract 34	11,848	34.3%	21.3%	8.3%	7.4%	0.0%	3.3%	0.0%	0.0%	8.3%	0.0%	0.0%	9.3%	11.1%	0.0%	0.0%	0.0%
B3	Group 1, Census Tract 36.01	8,661	54.1%	9.8%	0.0%	16.9%	7.1%	3.3%	0.0%	5.5%	1.6%	0.0%	0.0%	0.0%	0.0%	0.0%	1.6%	0.0%
B4	Group 2, Census Tract 36.01	15,104	30.2%	18.6%	36.0%	0.0%	15.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
B4	Group 3, Census Tract 36.01	11,852	21.4%	38.6%	15.7%	0.0%	14.3%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	10.0%	0.0%
B2	Group 1, Census Tract 37.01	14,896	26.2%	24.5%	11.1%	23.8%	7.9%	0.0%	5.3%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
A2, B2, A4, B4	Group 1, Census Tract 37.02	22,159	20.1%	4.9%	18.6%	11.2%	11.4%	6.0%	4.9%	3.1%	7.2%	3.8%	4.5%	4.3%	0.0%	0.0%	0.0%	0.0%

- Flags:
- A1 Block group entirely in existing Omni CRA
 - A2 Block group partially in existing Omni CRA
 - A3 Block group entirely in proposed Omni CRA expansion
 - A4 Block group partially in proposed Omni CRA expansion
 - B1 Block group entirely in existing SEOPW CRA
 - B2 Block group partially in existing SEOPW CRA
 - B3 Block group entirely in proposed SEOPW CRA expansion
 - B4 Block group partially in proposed SEOPW CRA expansion

**Table 5. Southeast Overtown/Park West and Omni CRA and Proposed Expansions
Per Capita Income, Poverty Status, and Ratio of Income to Poverty Level**
Source: U.S. Decennial Census (2000)

Flags	Census Block Group	Per Capita Income, 1999	Population for which poverty status determined	Pct of population: income below poverty line	Pct of population: income to poverty level ratio, less than 0.5	Pct of population: income to poverty level ratio, 0.50 to 0.99	Pct of population: income to poverty level ratio, 1.00 to 1.49	Pct of population: income to poverty level ratio, 1.50 to 1.99	Pct of population: income to poverty level ratio, 2.00 or more
A2	Group 5, Census Tract 27.01	33,071	2,312	28.3%	16.6%	11.8%	6.9%	4.0%	60.8%
A2	Group 6, Census Tract 27.01	50,531	629	3.8%	3.8%	0.0%	4.3%	10.3%	81.6%
A1	Group 2, Census Tract 27.02	9,085	360	23.6%	16.1%	7.5%	21.4%	7.8%	47.2%
B4	Group 1, Census Tract 31	8,570	779	54.0%	34.9%	19.1%	16.2%	8.2%	21.6%
B4	Group 2, Census Tract 31	7,364	1,362	53.4%	23.7%	29.7%	15.2%	5.4%	26.0%
B4	Group 3, Census Tract 31	6,615	1,804	53.0%	32.7%	20.3%	13.5%	12.9%	20.6%
B2, B4	Group 1, Census Tract 34	7,774	1,100	55.0%	21.8%	33.2%	27.0%	8.9%	9.1%
B1	Group 2, Census Tract 34	5,644	526	65.6%	43.5%	22.1%	13.9%	7.6%	12.9%
B2, B4	Group 3, Census Tract 34	7,619	652	52.6%	36.3%	16.3%	20.9%	8.7%	17.8%
B2, B4	Group 4, Census Tract 34	9,183	377	64.5%	26.5%	37.9%	6.6%	5.8%	23.1%
B3	Group 1, Census Tract 36.01	5,140	777	63.4%	49.2%	14.3%	12.7%	10.4%	13.4%
B4	Group 2, Census Tract 36.01	4,734	377	52.3%	37.1%	15.1%	31.8%	2.9%	13.0%
B4	Group 3, Census Tract 36.01	9,896	687	60.4%	10.2%	50.2%	18.8%	8.0%	12.8%
B2	Group 1, Census Tract 37.01	13,489	668	48.7%	21.3%	27.4%	27.1%	10.6%	13.6%
A2, B2, A4, B4	Group 1, Census Tract 37.02	13,528	2,130	37.5%	22.6%	14.9%	15.8%	9.8%	36.9%

Flags:

- A1 Block group entirely in existing Omni CRA
- A2 Block group partially in existing Omni CRA
- A3 Block group entirely in proposed Omni CRA expansion
- A4 Block group partially in proposed Omni CRA expansion
- B1 Block group entirely in existing SEOPW CRA
- B2 Block group partially in existing SEOPW CRA
- B3 Block group entirely in proposed SEOPW CRA expansion
- B4 Block group partially in proposed SEOPW CRA expansion

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**Table 6. Southeast Overtown/Park West and Omni CRA and Proposed Expansions
Housing Units, Vacancy, and Complete Plumbing and Kitchen Facilities**

Source: U.S. Decennial Census (2000)

Flags	Census Block Group	Housing Units: Total	Housing Units: Occupied	Housing Units: Vacant	Vacant Seasonal, Recreational or Occasional	Gross Vacancy Rate	Vacancy Rate Excl. Seasonal...	Occupied Units Lacking Complete Plumbing	Units Lacking Complete Kitchen
A2	Group 5, Census Tract 27.01	1,632	1,338	294	161	18.0%	8.1%	10	19
A2	Group 6, Census Tract 27.01	469	356	113	68	24.1%	9.6%	0	0
A1	Group 2, Census Tract 27.02	154	128	26	0	16.9%	16.9%	0	12
B4	Group 1, Census Tract 31	575	309	266	8	46.3%	44.9%	6	85
B4	Group 2, Census Tract 31	862	528	334	21	38.7%	36.3%	7	122
B4	Group 3, Census Tract 31	593	569	24	0	4.0%	4.0%	0	5
B2, B4	Group 1, Census Tract 34	659	454	205	0	31.1%	31.1%	38	106
B1	Group 2, Census Tract 34	287	222	65	0	22.6%	22.6%	7	20
B2, B4	Group 3, Census Tract 34	269	202	67	0	24.9%	24.9%	0	0
B2, B4	Group 4, Census Tract 34	293	203	90	0	30.7%	30.7%	6	39
B3	Group 1, Census Tract 36.01	211	187	24	0	11.4%	11.4%	5	0
B4	Group 2, Census Tract 36.01	184	127	57	0	31.0%	31.0%	0	0
B4	Group 3, Census Tract 36.01	642	573	69	0	10.7%	10.7%	19	27
B2	Group 1, Census Tract 37.01	451	382	69	12	15.3%	12.6%	25	24
A2, B2, A4, B4	Group 1, Census Tract 37.02	1,098	958	140	0	12.8%	12.8%	57	85

Flags:

- A1 Block group entirely in existing Omni CRA
- A2 Block group partially in existing Omni CRA
- A3 Block group entirely in proposed Omni CRA expansion
- A4 Block group partially in proposed Omni CRA expansion
- B1 Block group entirely in existing SEOPW CRA
- B2 Block group partially in existing SEOPW CRA
- B3 Block group entirely in proposed SEOPW CRA expansion
- B4 Block group partially in proposed SEOPW CRA expansion

**Table 7. Southeast Overtown/Park West and Omni CRA and Proposed Expansions
Select Public Health Indicators**

Zip Code	% Uninsured	Cardiovascular Mortality Rate/1000	Percent Enrolled in Medicaid	Infant Mortality Rate /1000 Births
33127	30.3	2.7	31.1	12.0
33136	29.5	3.7	30.6	26.2
33132	30.1	1.4	7.7	0.0
33128	33.0	6.6	43.1	10.2
Miami-Dade Total	28.7	2.7	17.9	6.5

Sources:

¹Florida Health Insurance Study, 2000, Census 2000;

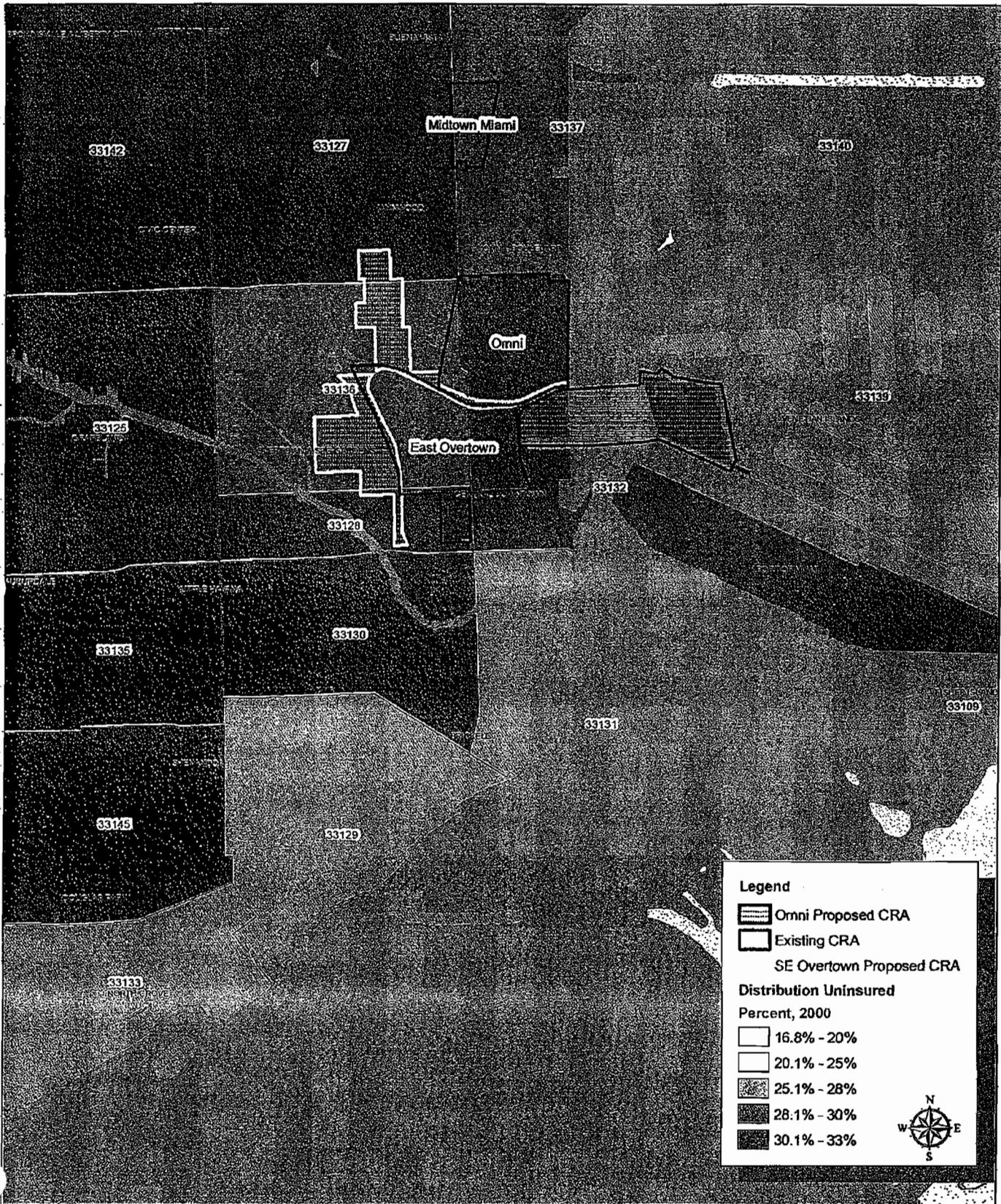
²Florida Department of Health-Death Records, 2006, ESRI Community Sourcebook America, 2006;

³Florida Agency For Healthcare Administration, 12/06/07;

⁴FL Department of Health-Birth and Death Records 2006, Infant mortality rate does not include out of state births to county residents.

Note: Data were available at the zip code and county levels, and therefore include data outside of, but encompassing, the CRA.

The SE Overtown/Park West and Omni Community Redevelopment Areas Distribution of Residents Without Health Insurance

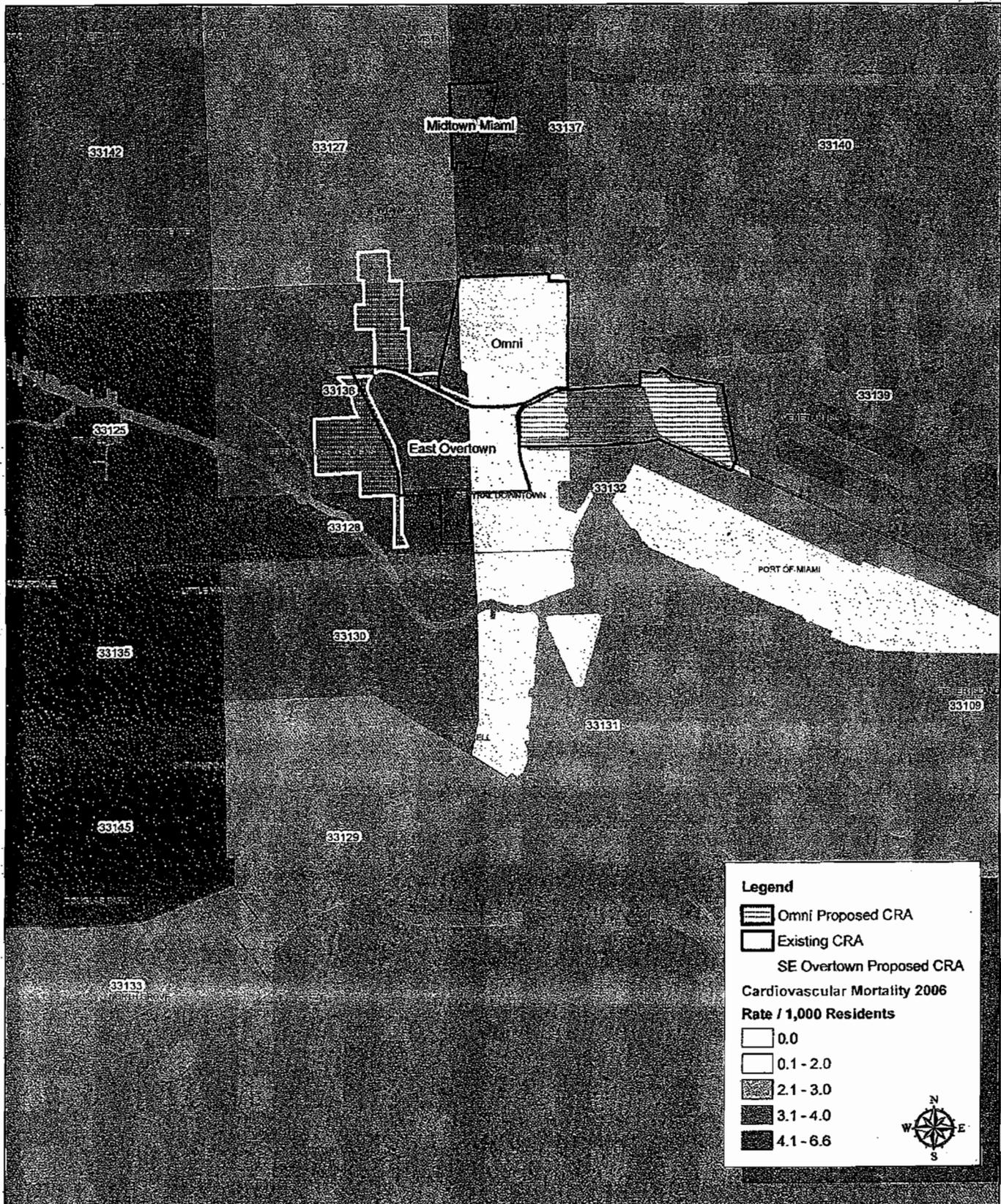


Source: Florida Health Insurance Study, 2004

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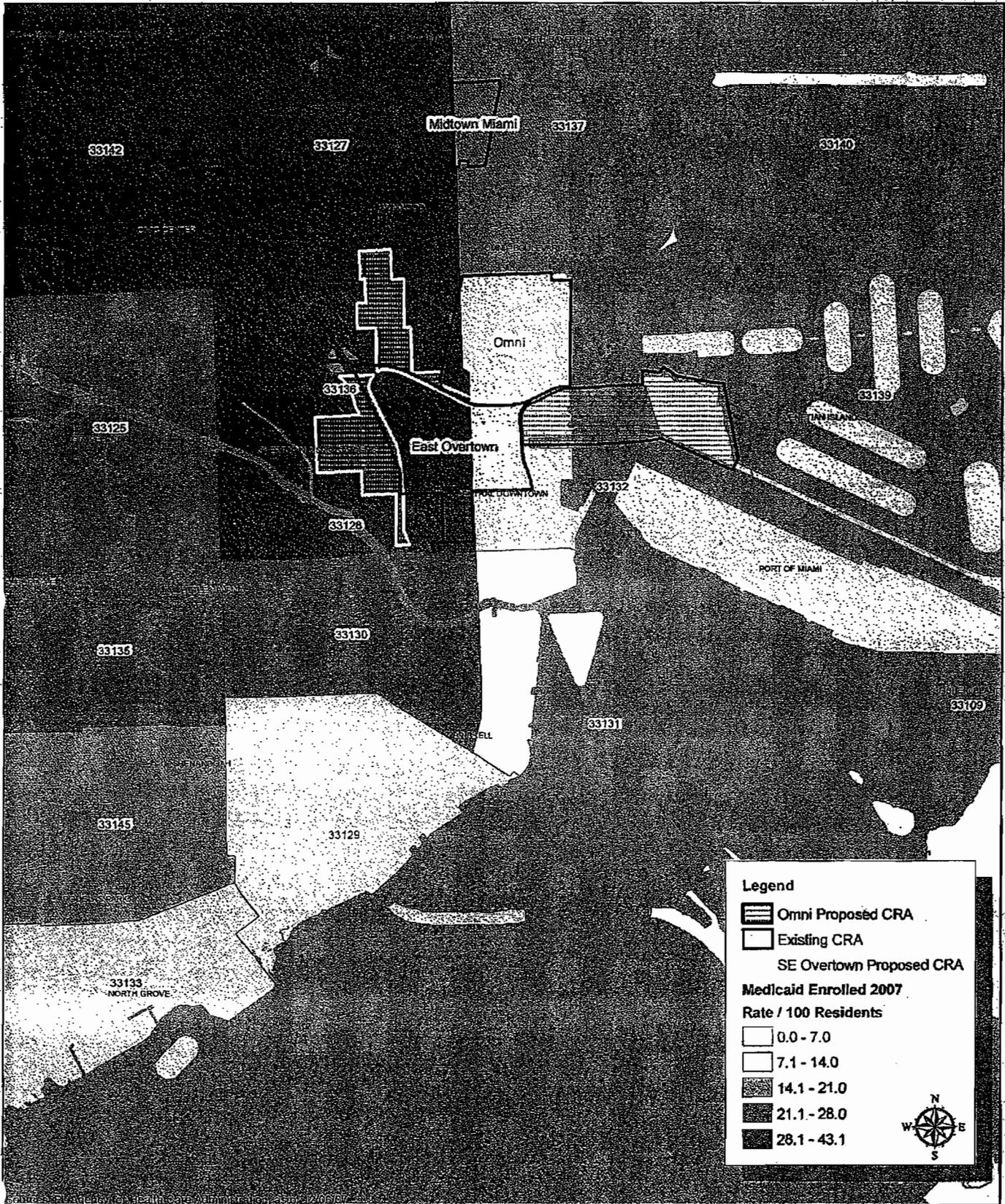
The SE Overtown/Park West and Omni Community Redevelopment Areas Cardiovascular Mortality, 2006



Source: Florida Department of Health, Resident Death Records, 2006

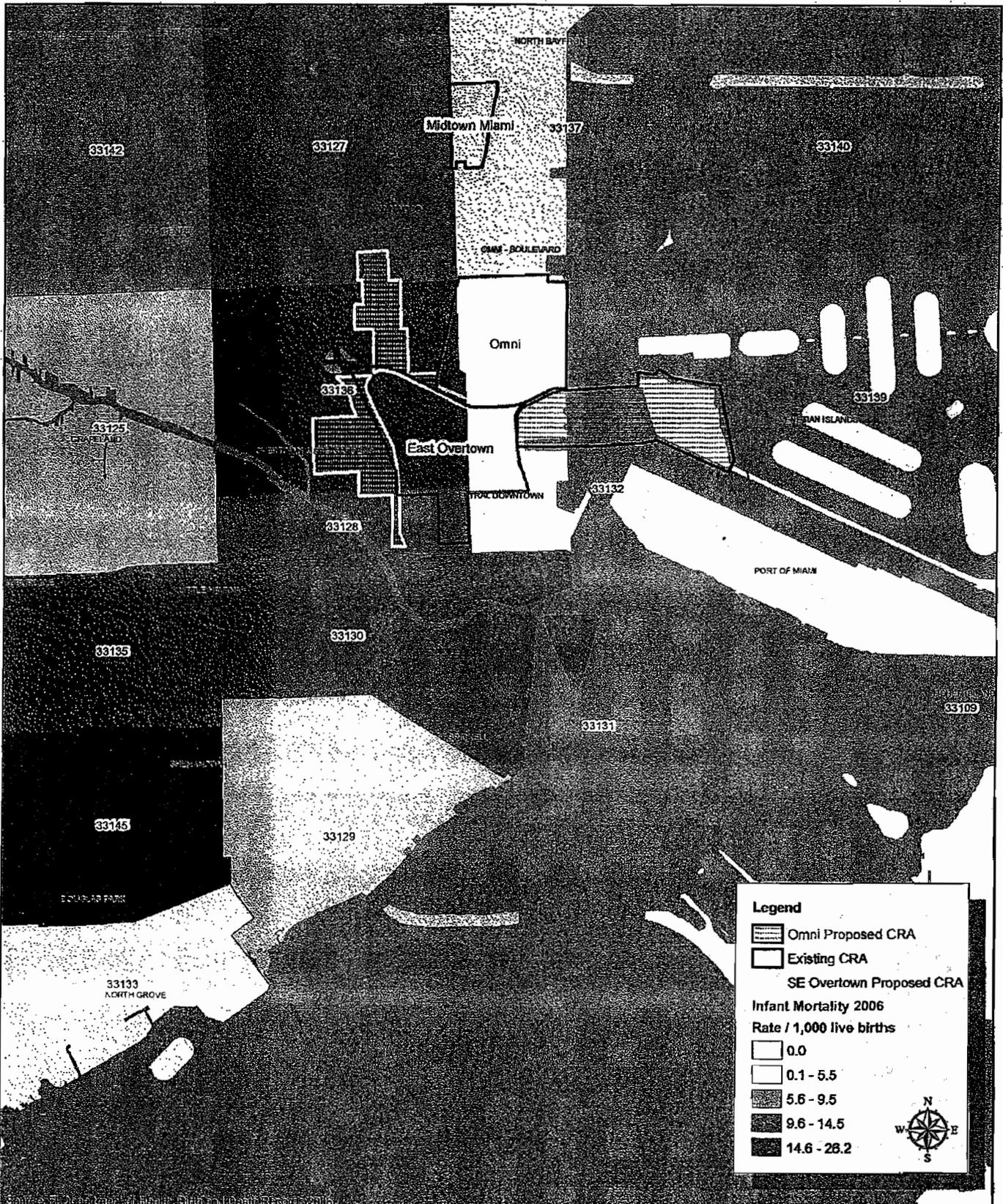
Produced by: Office of Countywide Healthcare Planning, 02/2008

The SE Overtown/Park West and Omni Community Redevelopment Areas
 Medicaid Enrollment Rate, as of December, 2007



Source: SBCA Agency for Health Care Administration, as of 12/06/07
 ESRI Community Sourcebook America population estimates, 2007

The SE Overtown/Park West and Omni Community Redevelopment Areas Infant Mortality Rate



Note: Rate does not include out of state births to county residents

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