Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 3(P)(1)(C)

05-08-07

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

RESOLUTION NO. R-513-07

RESOLUTION APPROVING FUNDING OF A $20,000 GRANT FROM THE DEPARTMENT OF CULTURAL AFFAIRS AS FISCAL AGENT FOR THE SOUTH FLORIDA CULTURAL CONSORTIUM TO THE MUSEUM OF CONTEMPORARY ART FOR THE REGIONAL EXHIBITION OF THE SOUTH FLORIDA CULTURAL CONSORTIUM'S FY 2006-2007 VISUAL AND MEDIA ARTISTS FELLOWSHIP PROGRAM

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the funding of a grant for $20,000 to the Museum of Contemporary Art from the Department of Cultural Affairs as fiscal agent for the South Florida Cultural Consortium FY 2006-2007 general operating funds, in substantially the form of the agreement attached hereto and made part hereof; and authorizes the County Mayor or designee to execute the grant agreement for and on behalf of Miami-Dade County; to execute amendments for time extension; and to exercise cancellation provisions contained therein.

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

Bruno A. Barreiro, Chairman aye
Barbara J. Jordan, Vice-Chairwoman aye

| | | | |
|---|---|---|---|
| Jose "Pepe" Diaz | absent | Audrey M. Edmonson | aye |
| Carlos A. Gimenez | aye | Sally A. Heyman | aye |
| Joe A. Martinez | aye | Dennis C. Moss | aye |
| Dorrin D. Rolle | aye | Natacha Seijas | aye |
| Katy Sorenson | aye | Rebeca Sosa | aye |
| Sen. Javier D. Souto | absent | | |

The Chairperson thereupon declared the resolution duly passed and adopted this 8th day of May, 2007. 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: KAY SULLIVAN
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Stephen Stieglitz

# Memorandum

MIAMI-DADE COUNTY

**Date:** May 8, 2007

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

Agenda Item No. 3(P)(1)(C)

**From:** George M. Burgess
County Manager

**Subject:** Resolution Authorizing Approval of A Grant for Regional Exhibition of the South Florida Cultural Consortium Visual & Media Artists Fellowship Program

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**Recommendation**

It is recommended that the Board approve a grant from the South Florida Cultural Consortium's FY2006-2007 general operating funds in the amount of $20,000 to the Museum of Contemporary Art (MOCA) to present a regional art exhibition of the recipients of the Consortium's 2007 Visual & Media Artists Fellowship Program.

**Scope**

The impact of this agenda item is countywide.

**Fiscal Impact/Funding Source**

The source of funding for this grant is from the adopted FY2006-2007 budget for the South Florida Cultural Consortium, an alliance of the local arts agencies of Martin, Palm Beach, Broward, Monroe and Miami-Dade Counties. The Miami-Dade County Department of Cultural Affairs administers the fellowship program and serves as fiscal agent for the program's contributed funds from member counties, and from state grants secured for Consortium programs benefiting the South Florida region.

**Track Record/Monitor**

The Museum of Contemporary Art has a track record of complying with their contractual requirements for annual grants received through the Department of Cultural Affairs. Michael Spring, Director of the Miami-Dade County Department of Cultural Affairs and Chairman of the South Florida Cultural Consortium, is responsible for monitoring the contract on behalf of the Department and the Consortium.

**Background**

The Consortium conducted the 2007 Visual and Media Artists Fellowship Program, awarding 14 fellowships to South Florida artists through a competitive process involving 300 applicants received from all five member counties and reviewed by two panels of arts experts. The Consortium's Board of Directors selects a major museum located in one of the participating counties, on a rotating basis, to present an annual exhibition of the recipients' works. The 2007 exhibition will be held at MOCA at the Goldman Warehouse, the Museum's ancillary space in Miami's Wynwood Arts and Entertainment District, from September to October, 2007 (exact dates to be determined). This grant will be used by the MOCA for all aspects of the coordination of the overall exhibition. Funding for this grant was approved by the Consortium's Board of Directors at its January 16, 2007 meeting.

Assistant County Manager

# MEMORANDUM
**(Revised)**

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

**DATE:** May 8, 2007

**FROM:** Murray A. Greenberg County Attorney

**SUBJECT:** Agenda Item No. 3(P)(1)(C)

**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** |

## GRANT AGREEMENT

The South Florida Cultural Consortium is pleased to announce that it will award the grant described herein in consideration for the recipient's agreement to abide by all the following terms and considerations set forth in Articles I, II and III:

### ARTICLE I

### DESCRIPTION OF GRANT

| | | |
|---|---|---|
| 1. | Grantee (Name and Address) | Museum of Contemporary (FEI# 59-2085261)<br>770 NE 125th Street<br>North Miami, Florida 33161 |
| 2. | Total Amount of Grant: | $20,000 |
| 3. | Project Description | (See Exhibition #1, attached hereto.) |
| 4. | Itemized Line Item Budget: | (See Exhibit #2, attached hereto.) |
| 5. | Expenditure Deadline: | September 30, 2007 |
| 6. | Payment Schedule: | August 1, 2007 |
| 7. | Report Deadlines: | December 30, 2007 |

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

SOUTH FLORIDA CULTURAL CONSORTIUM,
by its board on the

_____day of_____, 2007

By_____
Michael Spring, Chairman

Grantee:_____

on the_____day of_____, 2007

(Grantee's Corporate Seal)

By_____
Chairman or President

By_____
Treasurer or Chief Fiscal Officer

Approved for form and legal sufficiency:

_____Date:_____
Asst. Dade County Attorney

By_____
Diane Camber, Executive Director

## ARTICLE II

## GENERAL CONDITIONS

WHEREAS, the Home Rule Charter authorizes Miami-Dade County to provide for the uniform health and welfare of the reside. throughout the County, and further provides that all functions not otherwise specifically assigned to others under the Charter, shall be performed under the supervision of the County Manager or his designee;

1. Parties: The parties to this Agreement are the Grantee listed in Article 1.1, and Miami-Dade County, Florida, a political subdivision of the State of Florida. Miami-Dade County has delegated the responsibility of administering this grant to the Director of the Miami-Dade County Department of Cultural Affairs, or his designee, who shall be referred to herein as the "Department Director."

2. Amount of Grant: The total amount of the grant is specified in Article 1.2. By making this grant, Miami-Dade County assumes no obligation to provide financial support of any type whatever in excess of the total grant amount. Cost overruns are the sole responsibility of the Grantee. Grant funds will be supplied to the Grantee subsequent to the approval of the award by the Miami-Dade County Mayor and Board of County Commissioners, subject to the conditions and limitations as may be outlined in this Agreement. Miami-Dade County's obligation to pay this grant award is contingent upon the availability of funds.

3. Project Description: The grantee may only use the grant for the purposes which are specifically described in Article 1.3, designated "Project Description," as documented and attached hereto specifically as Exhibit 1, and which corresponds to the information in the Grantee's application and/or request for County Financial Assistance to the Department of Cultural Affairs and for the grant program purpose as defined and stipulated in Exhibit 1, attached hereto, and in the program guidelines of the grant program from which this grant is being awarded. Further, it is expressly understood and agreed, that the Grantee's program(s) supported by these grant funds must be open and accessible to the public, provide public exposure and benefit unless otherwise noted under Section IV, "Special Conditions," of this Agreement.

Project revisions necessary for the purpose of completing the project which substantially alter the original project must be requested in writing to the Department Director sufficiently prior to implementation of revisions for the Director's review. The Director will make the final determination on revisions within fourteen (14) business days of the date of receipt of the request in the Department of Cultural Affairs' offices.

4. Project Budget: The Grantee agrees to demonstrate fiscal stability and the ability to administer grant funds responsibly and in accordance with standard accounting practices by developing and adhering to a project budget that is based upon reasonable revenue development and expenditures projected to accomplish the project covered under this Agreement. This budget is attached hereto as Exhibit 2. Further, Grantee agrees that all expenditures will be subject to the terms of this Agreement and as specified in Exhibit 2 and will not significantly deviate from the budget included as a part of the Grantee's application or request information provided to the Miami-Dade County Department of Cultural Affairs. Budget revisions including line item changes which substantially alter the original project that may be necessary for the purpose of completing the project, must be requested in writing to the Department Director prior to implementation of revisions for the Director's review. The Grantee agrees and expressly understands that project budget changes may not exceed twenty-five (25%) per project line item, so long as expenditures do not exceed the total amount of the grant award. The Department Director will approve or disapprove the Grantee's request in writing within fourteen (14) business days of the date of receipt of the request in the Department of Cultural Affairs' offices.

5. Grant Expenditure Deadline: The Grantee shall encumber all grant and matching funds on or before the Grant Expenditure Deadline as outlined in Article 1.5. Any grant funds not encumbered by the Expenditure Deadline or for which a project extension has not been requested, shall revert to the Department of Cultural Affairs. A project extension may be requested in writing from the Department Director at least thirty (30) business days prior to the expiration of the grant period. The Department Director, at his discretion, may grant an extension of up to one year of 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.

6. Report Deadline: To demonstrate that the grant award has been used in accordance with the Project Description and Project Budget information as outlined in Exhibits 1 and 2 and met and fulfilled all requirements as outlined in this Agreement, exhibits, original application and/or funding request and/or other substantive materials as may be attached or included as a condition to this grant award, the Grantee must submit to the Department Director, a written final or interim report documenting that the Grantee is meeting or has fulfilled all project and financial requirements. This report is to be received by the Department Director according to the schedule outlined in Article 1.6. The Department Director, at his sole discretion, may require the Grantee to submit additional interim reports demonstrating progress on the project and accounting for project expenses to date. Grantee shall attach said Final Report, copies of original documentation conclusively demonstrating the expenditure of funds for the items indicated Exhibit 2 as grant award expenses. Documentation shall include, but not be limited to, copies of original bills, invoices, vouchers, receipts, and canceled checks (front and rear) clearly designating payment for expenses associated with the event.

The Department Director reserves the right to request and receive original documentation to substantiate grant expenditures. Cash transactions are not acceptable unless a copy of a contract, invoice, receipt or other documentation supporting such cash payment is received, marked "paid" and signed by the recipient of the cash. Further, this report must be approved by the Department Director or his designee before the Grantee is deemed to have met all conditions of the grant award. At the discretion of the Department Director, a compilation statement or independent financial audit encompassing the entire grant period prepared by an independent certified public accountant may be required in addition to the Final Report.

7. Program Monitoring and Evaluation: The Department Director or his designee may monitor and conduct an evaluation of the Grantee's operations and the project for which this grant is provided, which may include visits by County representatives to: observe the project or Grantee's programs, procedures, and operations; discuss the Grantee's programs with the Grantee's personnel; and/or evaluate the public impact of these funded events and activities. Upon request, the Grantee shall provide the Department Director a notice of all meetings of its Board of Directors or governing board, general activities and project-related events. In the event the Department Director or his designee, conclude as a result of such monitoring and/or evaluation, that the Grantee is not in compliance with the terms of this Agreement, not fulfilling other Grants program requirements, stipulations for which this Grant has been provided or for other reasons which significantly impact on the Grantee's ability to fulfill the conditions of this grant award, then the Department Director or his designee must provide in writing to the Grantee, within thirty 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 days of receipt of such notice from the Department Director, then the Department Director, at his discretion, may take other actions which may include reduction or rescission of the grant award, or withholding grant funds until such time as the Grantee can demonstrate that such issues have been corrected. Further, in the event that the Grantee refuses or is unable to address the areas of concern and the grant award has been disbursed in full or in part, then the Department Director may request the return of the full or partial grant award. The Department Director may also institute a moratorium on applications from the Grantee to Department of Cultural Affairs Grants Programs for a period of up to one year or until the deficient areas have been addressed to the satisfaction of the Department Director, whichever occurs first.

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 grant funds from the banking institution identified on the "Bank Account" form submitted by the Grantee. These accounts need not be accounts which are segregated from other accounts maintained by the Grantee. However, it is highly recommended that the Grantee maintain a separate account for these grant funds. All persons authorized to withdraw funds from the grant award account must be bonded by a reputable licensed firm.

9. Accounting and Financial Review: The Grantee must keep accurate and complete books and records for all receipts and expenditures of grant award and any matching funds required in conformance with reasonable general accounting standards. These books and records, as well as all documents pertaining to payments received and made in conjunction with this grant, such as vouchers, bills, invoices, receipts and canceled checks, shall be retained in Miami-Dade County in a secure place and in an orderly fashion by the Grantee for at least two (2) years after: the occurrence of the Expenditure Deadline specified in Article I.5; the expiration of an extended grant period as approved by the Department Director; the completion of a County requested or mandated audit or compliance review; conclusion of a legal action involving the grant award, grantee organization and/or project or activities related to the grant award.

These books, records and documents may be examined by the Department Director or his designee 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 Department Director may, at the County's expense, audit or have audited, upon reasonable notice, all the financial records of the Grantee, whether or not purported to be related to this grant.

10. Publicity and Credits: The Grantee must include the following credit line in all promotional marketing materials related to this grant including web sites, news and press releases, public service announcements, broadcast media, programs, and publications: "With the support of the Miami-Dade County Department of Cultural Affairs and the Cultural Affairs Council, the Miami-Dade County Mayor and Board of County Commissioners."

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

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

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

The Grantee shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, law suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Grantee or its employees, agents, servants, partners, principals 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 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.

If the Grantee is a government entity, this indemnification shall only be to the extent and within the limitations of Section 768.28 Fla. Statute, subject to the provisions of that Statute whereby the Grantee entity shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of $100,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the government entity arising out of the same incident or occurrence, exceed the sum $200,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the Grantee entity.

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

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

1) County Ordinance No. 72-82 - Miami-Dade County's Conflict of Interest and Code of Ethics Ordinance - as amended, which is incorporated herein by reference as if fully set forth herein;
2) Section 2-8.1- of the Miami-Dade County Code - Ownership Disclosure;
3) County Ordinance No. 90-133- Amending Sec. 2-8.1; (d)(2) - Employment Disclosure;
4) Section 2-8.6 -of the County Code - Criminal Record;
5) County Resolutions R-202-96, R-206-96, R-13211-99
6) County Ordinance No. 92-15 codified as Section 2-8.1.2 of the County Code -Employment Drug-free Workplace;
7) County Ordinance No. 142-91 codified as Section 11A -29 et. seq. of the County Code - Family Leave;
8) County Resolution R-385-95 - Miami-Dade County Disability Nondiscrimination Affidavit, incorporating the following Federal laws and Acts:

a. The Americans with Disabilities Act of 1990 (ADA), Pub.L. 101-336, 104 Stat. 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment;
b. Title II, Public Services;
c. Title III, Public Accommodation and Services Operated by Private Entities; and Section 504 of the Rehabilitation Act of 1973;
d. Title IV, Telecommunications;
e. Title V, Miscellaneous Provisions: The Rehabilitation Act of 1973,29 U.S.C. Section 794; The Federal Transit Act, as amended 49 U.S.C. Section 1612; The Fair House Act as amended, 42 U.S.C. Section 3601 - The foregoing requirements of this section shall not pertain to contracts with the United States or any department or agency thereof, or the State or any political subdivision or agency thereof or any municipality of this State;
f. Section 2-8.1 (c) of the County Code regarding Delinquent and Currently Due Fees or Taxes;
g. Resolution R-1206-97 regarding Welfare Reform Work Participation;
h. Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Title IX of the Education Amendments of 1972 as amended (42 U.S.C. 2000d et. Seq.).

The Grantee has certifiably indicated compliance to these laws, ordinances and resolutions by properly executing the affidavits attached hereto. See Affidavits for specific provisions and declarations described.

14. Remedies: In the event the Grantee shall fail to materially conform with any of the provisions of this Agreement, its attachments referenced herein as "Exhibits," the Department Director may withhold or cancel all, or any, unpaid installments of the grant upon giving five (5) calendar days written notice to the Grantee, and the County shall have no further obligation to the Grantee under this Agreement. Further, in the event of a material breach of any term or condition of the Agreement, upon five (5) calendar days written demand by the Department Director, the Grantee shall repay to Miami-Dade County all portions of the grant which have been received by the Grantee, but which have not actually been disbursed by the Grantee as of the date that the written demand is received. In the event this grant is canceled or the Grantee is requested to repay grant funds because of a breach of this Agreement, the Grantee will not be eligible to apply to the Miami-Dade County Department of Cultural Affairs for another grant for a period of one 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 of the grant period. The Grantee will also be liable to reimburse the County for all lost or stolen grant funds.

Grant funds which are to be repaid to Miami-Dade County pursuant to this Section or other Sections in this Agreement, are to be repaid by delivering to the Department Director, 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.

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

16. Written Notices: Any written notices required under this Agreement will be effective when delivered in person or upon the receipt of certified letters addressed to the Grantee at the address specified in Article 1.1 of this Agreement, and to the Department Director when addressed as follows: Department Director, Miami-Dade County Department of Cultural Affairs, 111 N.W. First Street, Suite 625, Miami, Florida 33128.

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

18. This Agreement, including its special conditions and Exhibits, represents the whole and total agreement of the parties. No representations, except those contained within this Agreement and its attachments, are to be considered in construing its terms. No modifications or amendments may be made to this Agreement unless made in writing, signed by both parties, and approved by appropriate action by the Miami-Dade County Board of County Commissioners and Mayor.

## ARTICLE III

## INSURANCE

The Grantee must maintain and shall furnish upon request to the Department Director or his designee, 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, nonowned and hired vehicles used in connection with the work, 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:

.. 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 are members 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 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.

## ARTICLE IV

## TERMINATION

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

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

## ARTICLE V

## SPECIAL CONDITIONS

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

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
FY 2006-2007 SOUTH FLORIDA CULTURAL CONSORTIUM GRANT
EXHIBIT I
PROJECT NARRATIVE

Organization : Museum of Contemporary Art

Federal ID# : #59-2085261

Project Title: 2007 South Florida Cultural Consortium Fellowships Exhibition

NARRATIVE/DESCRIPTION:

The Museum of Contemporary Art will present the 2007 South Florida Cultural Consortium Fellowship Exhibition from September to October, 2007 (exact dates to be determined); and provide curatorial services for the exhibition; produce, edit and print the accompanying catalog; provide installation services; promotion of the exhibition; production and mailing of invitations; and opening reception in cooperation with the Broward County Council of the Arts, the Palm Beach Cultural Council and the Miami-Dade County Cultural Affairs Council.

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
FY 2006-2007
SOUTH FLORIDA CULTURAL CONSORTIUM
TOTAL PROJECT BUDGET

NAME OF ORGANIZATION: Museum of Contemporary Art

PROJECT TITLE: 2007 South Florida Cultural Consortium Fellowship Exhibition

DATE (S) OF PROJECT: September to October, 2007 (exact dates to be determined)

List cash expenses and cash revenues specifically identified with your program, project or events.
*Round off all numbers to nearest dollar.*

**EXPENSES**

| | Cash | In-Kind |
|---|---|---|
| Personnel - Administrative | 5,000 | |
| Personnel - Artistic | | |
| Personnel - Technical | 6,000 | |
| Outside Artistic Fees | 2,000 | |
| Outside Other Fees | | |
| Marketing/Publicity | | |
| Printing | 9,500 | |
| Postage | 1,800 | |
| In County Travel | | |
| Out of County Travel | | |
| Equipment Rental | | |
| Equipment Purchase | 200 | |
| Space Rental | | |
| Insurance | | |
| Utilities | | |
| Supplies/Materials | 500 | |
| Other Costs *(Itemize below)*: | | |
| | | |
| | | |
| | | |

**REVENUES**

| | Cash | In-Kind |
|---|---|---|
| Admissions | | |
| Contracted Services | | 5,000 |
| Tuitions | | |
| Corporate Support | | |
| Foundation Support | | |
| Private/Individual Support | | |
| Government Grants: | | |
| Federal | | |
| State | | |
| Local | | |
| Applicant Cash on Hand | | |
| Other Contributions *(Itemize below)*: | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Grant Award Amount | $20,000 | |

| | | | |
|---|---|---|---|
| Total Cash Expenses | $25,000 | Total Cash Revenues | $20,000 |
| Total In-Kind Expenses | | Total In-Kind Revenues | $ 5,000 |
| Total Project Expenses | $25,000 (cash + in-kind) | Total Project Revenues | $25,000 (cash + in-kind) |

NOTE: ALL TOTAL EXPENSES MUST BE EQUAL TO TOTAL REVENUES

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
FY 2006-2007 COMMUNITY BASED ORGANIZATION GRANT
EXHIBIT 2: REVISED PROJECT BUDGET
B. GRANT AWARD BUDGET

NAME OF ORGANIZATION: Museum of Contemporary Art

PROJECT TITLE: 2007 South Florida Cultural Consortium Fellowship Exhibition

DATE (S) OF PROJECT: September to October, 2007 (exact dates to be determined)

Itemized cash expenses to be expended from grants funds must be specifically identified. Budget Expenditures must equal the total amount of the grant award.

NOTE: The items specified in this budget must correspond with the Grant Dollars Allocated column of the Project Expense Budget on your original application.

## GRANT EXPENDITURES

| | |
|---|---|
| Personnel- Administrative | _____ |
| Personnel- Artistic | _____ |
| Personnel- Technical | $6,000 |
| Outside Artistic Fees | $2,000 |
| Outside Other Fees | _____ |
| Marketing/Publicity | _____ |
| Printing | $9,500 |
| Postage | $1,800 |
| Travel | _____ |
| Equipment (RENTAL ONLY) | _____ |
| Space Rental | _____ |
| Supplies/Materials | $ 700 |
| Other Costs *(Itemize below):* | |
| _____ | |
| _____ | |
| **TOTAL** | **$20,000** |

4/10/07 Museum Contract