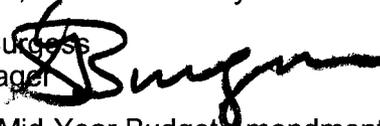




Date: June 3, 2010
To: Honorable Chairman Dennis C. Moss
And Members, Board of County Commissioners
From: George M. Burgess
County Manager 
Subject: FY 2009-10 Mid-Year Budget Amendment

Amended
Agenda Item No. 5(D)

Resolution No. R-585-10

Recommendation

It is recommended that the Board of County Commissioners approve the attached resolution amending the FY 2009-10 General Fund Budget and other funds to allocate funds among various County agencies from appropriate sources.

Scope and Fiscal Impact/Funding Source

The scope, fiscal impact and funding are detailed below.

Background

State law prohibits departmental spending in excess of Board approved allocations. However, during the course of the year, there may be expenditures projected to exceed approved appropriations due to extraordinary events that would require a department to need additional budget allocation. Historically, recommendations have been submitted to the Board to adjust budgets to account for such events. Technical adjustments may require further year-end budget amendments. As has been past practice, certain reserves in the General Fund, such as those for separation costs and wage adjustments, are budgeted separately from departmental allocations with the intent to distribute these revenues through the budget amendment process. Among these reserves, we have set aside funds for increases in the Florida Retirement System (FRS) contribution rates and for separation costs. However, we are currently working on determining the fiscal impact associated with the rate adjustments recently approved by the State Legislature. Historically, those funds are allocated to a reserve and not included in the departmental budgets so that actual allocations are limited to those actually required by each department. It may be necessary to further amend the budgets for proprietary departments as part of the end-of-year adjustments to reflect the transfer from operating reserves to fund the personnel costs associated with the delayed implementation of the collective bargaining agreements.

GENERAL FUND

This budget amendment allocates within the General Fund the additional funds (\$20.578 million) associated with the Mid-Year Supplemental Budget Ordinance (a separate item on this agenda). This amendment represents 1.20 percent of the total General Fund budget of \$1.712 billion.

Board of County Commissioners (BCC)

The budgets for the BCC require a budget amendment of \$4.728 million for the allocation of unexpended FY 2008-09 year-end commission offices and BCC division balances.

Department of Human Services (DHS)

The Department of Human Services (DHS) will require a budget amendment of \$1.234 million due to the reversal of an uncollectable receivable that was booked in FY 2006-07 for Community Supportive

Services provided by DHS to residents of the Scott/ Carver HOPE VI project; a formal request to US HUD for these funds was denied and no other Public Housing Agency funds may be used to cover these costs.

Government Information Center (GIC)

GIC requires a budget amendment of \$592,000 as a result of additional personnel expenditures associated with the reinstatement of seven positions that support the BCC Chambers, MDTV programming, and photography functions, and 311 service hours.

Office of the Property Appraiser

The Office of the Property Appraiser requires a budget amendment of \$500,000 due to personnel expenditures associated with the addition of 29 positions that are necessary in order to complete the Value Adjustment Board hearing process in a timely manner to avoid potential revenue losses associated with 2009 roll adjustments for the County and other taxing jurisdictions. The problem is especially acute for the Miami-Dade Public School Board, who will be funding 40 percent of the costs of these positions. This adjustment is funded out of the Tax Equalization Reserve.

Park and Recreation Department

The Park and Recreation Department requires an amendment of \$3.5 million as a result of underperforming revenues and higher than anticipated personnel expenditures associated with termination and layoff payouts. The Miami Metrozoo requires an amendment \$471,000 associated with the delayed implementation of collective bargaining agreements.

General Government

The Wage Adjustment, FRS, Separation, and Energy Reserve will be amended by \$9.303 million. As indicated in the accompanying supplemental budget item, there may be other personnel adjustments such as separation costs, and/or delayed implementation of collective bargaining agreements and position reductions contemplated as part of the FY 2009-10 Adopted Budget that may required at the end-of-year. In addition, the Countywide General Fund Non-Departmental Recreation and Culture allocation will be amended to reflect an allocation of \$750,000 to the Miami Children's Museum funded by General Fund unallocated carryover.

LIBRARY AND CULTURAL AFFAIRS

The Library Department budget is being amended to reflect the transfer of an additional \$1.5 million to the Department of Cultural Affairs for community-based organization funding, as directed by the Board during the October 13, 2009 commission meeting. The funding is provided from Library Taxing District operating reserves.

SUSTAINABILITY

As referenced in the Collective Bargaining and FY 2009-10 Budget memorandum transmitted to the Board on February 25, 2010, the Office of Sustainability will now be supported by interagency transfers of \$298,000 for technical assistance, support, and coordination on departmental green initiatives. The funding is provided from Building Code Compliance (\$3,000), Environmental Resources Management (\$21,000), Solid Waste Management (\$113,000), and Water and Sewer (\$161,000) operating expenses.

CONVENTION DEVELOPMENT TAX

The Convention Development Tax fund requires an amendment of \$1.7 million to reflect a payment to the New World Symphony for the development, construction, and design of a new expanded campus as approved by the Board through Resolution 52-10 on January 21, 2010. The funding is provided from the Performing Art Center Trust Operating Subsidy. Approval of this amendment authorizes the Administration to execute the contract agreement, once approved for legal sufficiency (Attached).

We will continue to work closely with all departments to monitor actual performance relative to the adopted budget and keep you informed of any concerns.



Jennifer Glazer-Moon, Director, OSBM

cmo12410



MEMORANDUM

(Revised)

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

DATE: June 3, 2010

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

SUBJECT: Amended
Agenda Item No. 5(D)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's _____, 3/5's _____, unanimous _____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Amended
Agenda Item No. 5 (D)
6-3-10

RESOLUTION NO. R-585-10

RESOLUTION AMENDING FY 2009-10 COUNTYWIDE GENERAL FUND AND UNINCORPORATED MUNICIPAL SERVICE AREA GENERAL FUND BUDGETS AND AMENDING THE LIBRARY, BUILDING CODE COMPLIANCE, CULTURAL AFFAIRS, CONVENTION DEVELOPMENT TAX FUND, ENVIRONMENTAL RESOURCES MANAGEMENT, SOLID WASTE MANAGEMENT, SUSTAINABILITY, AND WATER AND SEWER BUDGETS; APPROVING TERMS OF AND AUTHORIZING COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXECUTE AGREEMENT BY AND BETWEEN MIAMI-DADE COUNTY AND NEW WORLD SYMPHONY, INC.; AND APPROVING THE INTERAGENCY TRANSFER BETWEEN COUNTY DEPARTMENTS IN ACCORDANCE WITH SECTION 2-1796(a) OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA

WHEREAS, Section 129.06(2), Florida Statutes and Section 1.02(A) of the Miami-Dade County Home Rule Charter authorize the Board of County Commissioners to amend the County's budgets and establish procedures for doing so; and

WHEREAS, in accordance with Section 2-1796(a) of the Code of Miami-Dade County, Florida, this Board wishes to approve the departmental interagency transfers detailed in the attached County Manager's memorandum, a copy of which is incorporated herein; and

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum from the County Manager,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY

COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. The foregoing recitations are incorporated in this resolution and are approved.

Section 2. The FY 2009-10 Countywide General Fund and Unincorporated Municipal Service Area General Fund budgets, the Library, Building Code Compliance, Cultural Affairs, Convention Development Tax Fund, Environmental Resources Management, Solid Waste Management, Sustainability, and Water and Sewer budgets are amended as reflected in the attached memorandum, are approved and shall be processed through the Office of Strategic Business Management.

Section 3. In accordance with Section 2-1796(a) of the Code of Miami-Dade County, Florida, this Board approves the departmental interagency transfers detailed in the attached County Manager's memorandum, a copy of which is incorporated herein.

Section 4. This Board approves the terms of the agreement by and between Miami-Dade County and New World Symphony, Inc. in substantially the form attached hereto as Exhibit A and incorporated herein by this reference, and authorizes the County Mayor or the Mayor's designee to execute such agreement. In accordance with Resolution No. 974-09, the County Mayor or his designee is hereby directed to ensure that the Declaration of Restrictive Covenants has been recorded in the public records of the county and to provide a recorded copy of such instrument to the Clerk of the Board within thirty days of execution and final acceptance. The Clerk of the board shall attach and permanently store a recorded copy of such instrument(s) together with the certified copy of this resolution.

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

	Dennis C. Moss, Chairman	aye	
	Jose "Pepe" Diaz, Vice-Chairman	aye	
Barbara J. Jordan	nay	Carlos A. Gimenez	aye
Dorrin D. Rolle	aye	Katy Sorenson	nay
Audrey M. Edmonson	nay	Sen. Javier D. Souto	aye
Sally A. Heyman	aye	Joe A. Martinez	aye
Bruno A. Barreiro	aye	Natacha Seijas	aye
Rebeca Sosa	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of June, 2010. This resolution shall become effective (10) days after the date of its adoption unless vetoed by the Mayor, and if voted, it shall become effective only upon an override by this Board.



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

HARVEY RUVIN, CLERK

By: **DIANE COLLINS**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

GBK

Geri Bonzon-Keenan

ATTACHMENT 1

COUNTYWIDE GENERAL FUND

From:	<u>2009-10</u>
Previously Unallocated Carryover	\$17,560,000
Tax Equalization Reserve	<u>500,000</u>
Total	<u>\$18,060,000</u>
To:	
Board of County Commissioners	\$3,357,000
Human Services	1,234,000
Government Information Center	420,000
Non-Departmental Recreation and Culture (Miami Children's Museum)	750,000
Park and Recreation	2,956,000
Property Appraiser	500,000
Wage Adjustment, FRS. Separation, and Energy Reserve	<u>8,843,000</u>
Total	<u>\$18,060,000</u>

ATTACHMENT 2

UNINCORPORATED MUNICIPAL SERVICE AREA GENERAL FUND

From:	<u>2009-10</u>
Previously Unallocated Carryover	<u>\$3,018,000</u>
Total	<u>\$3,018,000</u>
To:	
Board of County Commissioners	\$1,371,000
Government Information Center	172,000
Park and Recreation	1,015,000
Wage Adjustment, FRS. Separation, and Energy Reserve	<u>460,000</u>
Total	<u>\$3,018,000</u>

ATTACHMENT 3

LIBRARY TAXING DISTRICT

2009-10

From:

Operating Reserves

\$1,500,000

Total

\$1,500,000

To:

Additional Funding for Cultural Programs Grants

\$1,500,000

Total

\$1,500,000

ATTACHMENT 4
BUILDING CODE COMPLIANCE
FUND 030

2009-10

From:

Operating Expenses	\$3,000
Total	<u>\$3,000</u>

To:

Transfer to Support Office of Sustainability	\$3,000
Total	<u>\$3,000</u>

ENVIRONMENTAL RESOURCES MANAGEMENT
FUND 030

2009-10

From:

Operating Expenses	\$21,000
Total	<u>\$21,000</u>

To:

Transfer to Support Office of Sustainability	<u>\$21,000</u>
Total	<u>\$21,000</u>

SOLID WASTE MANAGEMENT
WASTE COLLECTION OPERATIONS

2009-10

From:

Operating Expenses	\$113,000
Total	<u>\$113,000</u>

To:

Transfer to Support Office of Sustainability	\$113,000
Total	<u>\$113,000</u>

MIAMI-DADE WATER AND SEWER
REVENUE FUND

2009-10

From:

Operating Expenses	\$161,000
Total	<u>\$161,000</u>

To:

Transfer to Support Office of Sustainability	\$161,000
Total	<u>\$161,000</u>

**ATTACHMENT 5
CONVENTION DEVELOPMENT TAX**

2009-10

From:

Performing Arts Center Trust Operating Subsidy

\$1,700,000

Total

\$1,700,000

To:

Support for New World Symphony Facility

\$1,700,000

Total

\$1,700,000



MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
CULTURAL FACILITIES GRANT

The Miami-Dade County Department of Cultural Affairs and Cultural Affairs Council, the Mayor and the Board of County Commissioners are pleased to announce that Miami-Dade County will award the grant described herein to the **New World Symphony, Inc.** (hereinafter referred to as the Grantee) in consideration for the Grantee's agreement to abide by all the following terms and considerations set forth in Articles I, II, III, IV, & V and the Exhibits herein referenced.

ARTICLE I - DESCRIPTION OF GRANT

- 1. Grantee: **New World Symphony, Inc.** (EIN# 59-2809056)
541 Lincoln Road
Miami Beach, Florida 33139
Facility: **New World Symphony**
- 2. Total Amount of Grant: **\$1,700,000**
- 3. Project Description: (See Exhibit 1, attached hereto.)
- 4. Itemized Budget: (See Exhibits 2A and 2B, attached hereto.)
- 5. Grant End Date: **September 30, 2010**
- 6. Report Deadline: **Final Report due within 45 days of project completion;
Annual update report due September 30th for grant duration**

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

ATTEST:

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

___ day of _____, 20__

Clerk, Miami-Dade County Commission

County Manager/ Designee

GRANTEE: _____

on the ___ day of _____, 20__

(Grantee's Corporate Seal)

By _____
Chairman or President

Neisen O. Kasdin, Chairman

Type or Print Above Signature

By _____
Treasurer / Chief Fiscal Officer

David J. Phillips, Sr. Vice President and CFO

Type or Print Above Signature

Approved for form and legal sufficiency:

By _____
Executive Director

Howard Herring, President and CEO

Type or Print Above Signature

Assistant Miami-Dade County Attorney

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
GENERAL TERMS AND CONDITIONS FOR CULTURAL FACILITIES GRANTS- ARTICLES II, III, IV, V and VI

ARTICLE II

1. **Parties:** The parties to the Grant Award Agreement, which shall be referenced herein as the "Agreement," are the Grantee listed in Article I.1, and Miami-Dade County, Florida, (the "County") a political subdivision of the State of Florida. The Home Rule Charter authorizes Miami-Dade County to provide for the uniform health and welfare of the residents throughout the County, and further provides that all functions not otherwise specifically assigned to others under the Charter, shall be performed under the supervision of the County Mayor or his designee. The County Mayor 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 "Director."

2. **Amount and Payment of Grant Award:** The total amount of the Grant is specified in Article I.2. By making this grant, Miami-Dade County assumes no obligation to provide financial support of any type whatever in excess of the total grant amount. Cost overruns are the sole responsibility of the Grantee. Grant funds are made in accordance with **Resolution R-____-10** passed by the Board of County Commissioners of Miami-Dade County, Florida on _____, 2010, and will be made available to the Grantee subject to the conditions and limitations as outlined in the Agreement and its accompanying articles and attachments.

Payment(s) of Grant funds will be made to the Grantee upon submission by the Grantee, and upon approval by the Director, of the following: (a) documents showing evidence of the Grantee's unqualified right to occupy the Facility identified in Exhibit 1 for a period not less than twenty-five (25) years; and (b) evidence of equipment having been received or paid for and/or documentation reflecting the amount of design and construction work completed in accordance with items indicated in Exhibit 2B as Grant award expenses. Documentation shall include, but not be limited to, copies of original bills, invoices, contractor's application for payment, vouchers, receipts, and canceled checks (front and rear) clearly designating payment for expenses associated with the project. Cash transactions are not acceptable unless a copy of a contract, invoice, receipt or other satisfactory documentation supporting such cash payment is received, marked "paid" and signed by the recipient of the cash. The Director reserves the right to request original documentation to substantiate Grant expenditures. In addition, the Grantee must supply the Director with evidence that matching funds as specified in the budgets attached hereto as the Restatement of Project Budget, or as revised per written authorization by the Director, have been paid out for project expenses.

Miami-Dade County's obligation to pay the award under the Agreement is contingent upon an annual appropriation by the Board of County Commissioners and subject to the collection of sufficient and legally available Convention Development Tax receipts after payment by the County of all other legal obligations and contractual commitments payable from such funds, including but not limited to: any loan and/or debt service obligations; annual remittances to the City of Miami Beach; annual remittances to the City of Miami; American Airlines Arena Operating Subsidy; PAC (now known as the Adrienne Arsht Performing Arts Center) Subsidy; Miami-Dade County Department of Cultural Affairs grants; South Miami-Dade Cultural Arts Center Operating Subsidy; PAC education and outreach programs; PAC maintenance and operating reserves; the establishment of a public sector PAC endowment; and PAC general operating costs if such costs exceed the PAC Operating Subsidy. In the event that legally available Convention Development Tax receipts do not materialize or are withdrawn, the Agreement is terminated and the County has no further liability to the Grantee. In the event of a legally available Convention Development Tax receipts shortfall, the total grant will be reduced accordingly. Such termination or reduction of the total grant shall not affect the responsibility of the Grantee under the Agreement as to those funds distributed.

3. **Project Description:** The Grantee may use the Grant only for the purpose of building and/or equipping a neighborhood-based cultural facility as specifically described in Article I.3, designated "Project Description," as documented and attached hereto specifically as Exhibit 1. Further, the Grantee expressly understands and agrees that the Grantee's program(s) supported by these Grant funds must be open and accessible to the public, provide public exposure and benefit the public unless otherwise noted under Article VI, "Special Conditions," of this Agreement.

Minor project revisions believed to be necessary for the purpose of completing the Project, but which do not substantially alter the original Project, its quality, impact, or benefit to the organization, the County or its citizens, must be requested in writing to the Director prior to implementation of such revisions with sufficient time for the Director's review and approval. Minor revisions include, but are not limited to: those affecting project scope, venue, timeframe and participants. The Director, in his/her sole discretion, 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

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hereto as Exhibits 2A and 2B. Further, the Grantee agrees that all expenditures will be subject to the terms of the Agreement as specified in Exhibits 2A and 2B. All 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 Director prior to implementation of revisions for the Director's review. The Director will approve or disapprove the Grantee's request in writing within fourteen (14) business days of the date of receipt of the request in the Department of Cultural Affairs' offices, and such approval shall be granted or withheld in the sole discretion of the Director.

5. Grant End Date: The Grantee shall encumber all Grant and matching funds on or before the Grant End Date as outlined in Article I.5. Any Grant funds not encumbered by the Grant End Date or for which a project extension has not been requested, or any encumbered funds not expensed within forty-five (45) days of the Grant End Date shall revert to the County and the Agreement shall be terminated in accordance with Article IV. A project extension may be requested in writing from the Director at least thirty (30) business days prior to the Grant End Date. The Director, at his discretion, may grant an extension of up to one (1) year of the Grant End Date so long as such extension will not significantly alter the project including its quality, impact, or benefit to the organization, the County or its citizens. Additional one (1) year extensions may be authorized by the Director if the Grantee can document, in a written request, sufficient Grant project progress and cause for such an extension to be warranted.

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, 2A and 2B, and the Grantee has met and fulfilled all requirements as outlined in the Agreement, exhibits, and/or other substantive materials as may be attached or included as a condition to this Grant award, the Grantee must submit to the Director or his designee, a written Final Report and supporting materials as specified by the Director documenting that the Grantee is meeting or has fulfilled all project and financial requirements. This report is to be received by the Director or his designee according to the schedule outlined in Article 1.6. The Grantee shall also submit a written report to the Director on or prior to September 30th of each year from the time of the execution of the 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 Director, at his sole discretion, may require the Grantee to submit interim reports demonstrating progress on the project and accounting for project expenses to date. The Director may also request that a compilation statement or independent financial audit encompassing the entire Grant period and accounting for the expenditure of Grant funds be prepared by an independent certified public accountant at the expense of the Grantee.

In the event that the Grantee fails to submit the required reports according to the schedule outlined in Article I.6. and in this section, the Director may terminate the Agreement in accordance with Article IV. Further, the Director or his designee must approve these reports for the Grantee to be deemed to have met all conditions of the grant award.

7. Program Monitoring and Evaluation: The Director or his designee may monitor and conduct an evaluation of the Grantee's operations and the project for which this Grant is provided, which may include visits by County representatives to: observe the project or Grantee's programs, procedures, and operations; discuss the Grantee's programs with the Grantee's personnel; and/or evaluate the public impact of these funded events and activities. Upon request, the Grantee shall provide the Director with notice of all meetings of its Board of Directors or governing board, general activities and project-related events. In the event the Director or his designee conclude, as a result of such monitoring and/or evaluation, that the Grantee is not in compliance with the terms of this Agreement and its attachments referenced herein as "Exhibits," or for other reasons which significantly impact on the Grantee's ability to fulfill the conditions of this grant award, the Director or his designee may provide in writing to the Grantee 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. If Grantee refuses or is unable to address the areas of concern within thirty (30) days of receipt of such notice, the Director, at his discretion, may take other actions, which may include the withholding, reduction or rescission of Grant funds until such time as the Grantee can demonstrate that such issues have been corrected. Further, in the event that the Grantee refuses or is unable to address the areas of concern and the Grant award has been disbursed in full or in part, then the Director may request the return of the full or partial Grant payment. At the Director's sole discretion, a Grantee found to be deficient or in default of a previous grant contract may be declared permanently ineligible to apply to the Department of Cultural Affairs' grants programs. Reinstating the Grantee's eligibility to apply is also at the Director's sole discretion, and may only be considered subsequent to all deficient areas on prior grants having been addressed to the satisfaction of the Director.

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

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

9. **Accounting and Financial Review:** The Grantee must keep accurate and complete books and records for all receipts and expenditures of this Grant award and any matching funds required in conformance with reasonable general accounting standards. These books and records, as well as all documents pertaining to payments received and made in conjunction with this Grant, such as vouchers, bills, invoices, receipts and canceled checks, shall be retained in Miami-Dade County in a secure place and in an orderly fashion by the Grantee for at least three (3) years after the later of the following: (a) the Grant End Date specified in Article 1.5; (b) the expiration of an extended Grant period as approved by the Director; (c) the completion of a County requested or mandated audit or compliance review; or (d) the conclusion of a legal action involving the Grant award, the Grantee and/or project or activities related to the Grant award.

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

10. **Publicity and Credits:** The Grantee must include the following credit line in all promotional and marketing materials related to this grant including web sites, news and press releases, public service announcements, broadcast media, event programs, and publications: "With the support of the Miami-Dade County Department of Cultural Affairs and the Cultural Affairs Council, the Miami-Dade County Mayor and Board of County Commissioners." The Grantee must also use Miami-Dade County's logo in marketing and publicity materials whenever possible. Please call the Department to request an electronic logo file or download it from our website (www.miamidadearts.org).

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

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 to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

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

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

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

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

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

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

14. **Remedies:** In the event the Grantee shall fail to materially conform with any of the provisions of the Agreement, including its attachments referenced herein as "Exhibits," the Director may withhold or cancel all, or any, unpaid installments of the Grant upon giving five (5) calendar days written notice to the Grantee, and the County shall have no further obligation to the Grantee under 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 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 may be declared permanently ineligible to apply to Department of Cultural Affairs' grants programs. Reinstating the Grantee's eligibility to apply is at the Director's sole discretion, and may only be considered subsequent to all deficient areas on prior grants having been addressed to the satisfaction of the Director. Further, the Grantee will be liable to reimburse Miami-Dade County for all unauthorized

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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 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 the Agreement.

16. **Written Notices:** Any written notices required under the 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 I.1 of this Agreement, and to the Director when addressed as follows: Director, Miami-Dade County Department of Cultural Affairs, 111 NW First Street, Suite 625, Miami, Florida 33128.

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

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

ARTICLE III - INSURANCE

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

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

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

1. The Company must be rated no less than "B" as to the management, and no less than "Class V" as to financial strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division; or,
2. The Company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida," issued by the State of Florida Department of Insurance, and is a member of the Florida Guaranty Fund.

Certificates shall indicate no substantive 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.

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ARTICLE IV - TERMINATION

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

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

ARTICLE V – INSPECTOR GENERAL

1. **Accounting and Financial Review:** The Grantee must keep accurate and complete books and records for all receipts and expenditures of this Grant award and any matching funds required in conformance with reasonable general accounting standards. These books and records, as well as all documents pertaining to payments received and made in conjunction with the 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 three (3) years after the later of: the Expenditure Deadline specified in Article II Section 5; the extended Expenditure Deadline, as approved by the Director, if any; the completion of a County requested or mandated audit or compliance review; or the conclusion of a legal action involving the Grant award, the Grantee and/or Project or activities related to the Grant 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.

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The provisions in this section shall apply to the Grantee, its contractors and their respective officers, agents and employees. From the time of execution of this Grant Agreement forward, 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.

ARTICLE VI - 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 Grant Agreement and will allow Miami-Dade County to seek remedies including, but not limited to those outlined in the Articles and Exhibits of the Grant Agreement.

For at least twenty-five (25) years from the completion of the Grant Project, the Grantee shall use the facility and/or equipment acquired and/or improved under this Grant Project for not-for-profit cultural activities involving cultural programs benefiting artists and audiences, and for no other purposes. The attached restrictive covenant reflecting this requirement shall be recorded by the Grantee.

Allocation of the construction portion of the Grant Project is contingent on the satisfactory submission of a schedule of values (SOV) and a monthly cash flow forecast approved by both the Grantee and their design professionals. In addition, the allocation of the construction portion of the Grant Project is contingent upon the Grantee's providing substantiation of secured revenues sufficient to complete the construction of the facility that is described in this Grant Project and that is ready to be opened to the public. The Grantee must submit for the Director's review and approval, the SOV and a monthly cash flow forecast with specific line items that are identified for Grant funding support that will serve as a basis for the allocation of Grant funding.

The grant is awarded to this Grantee with the understanding that the Grantee has provided evidence of secured matching revenues by its Board through a Board resolution addressed to Miami-Dade County. Each of the matching revenue sources specified in Exhibit 2A of this Grant agreement must be confirmed as secured by the Grantee.

At its sole discretion, Miami-Dade County may generate the funds for this Grant Agreement through the most advantageous financing mechanism available to it, including but not limited to the issuance of a Sunshine State loan and/or the issuance of bonds backed by Convention Development Tax revenues.

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**MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
CULTURAL FACILITIES GRANT**

EXHIBIT 1: PROJECT NARRATIVE AND SCHEDULE

The Project Narrative and Schedule is a complete description of the purchase, construction, rehabilitation, equipment, facility planning aspects of the project along with a project timetable. Please address specific details of the project and include a statement regarding facility/equipment use and accessibility to the general public and other cultural organizations. As necessary attach additional pages, including a project schedule that accounts for the design, bidding, construction and commissioning timetable for the project.

Name/Address of Facility: New World Symphony, Inc. / 1672 Drexel Avenue, Miami Beach, FL 33139

Project Title: New World Symphony's Campus Expansion

Project Dates: 10/01/2009 – 09/30/2010

Narrative/Schedule:

Since 1990, the New World Symphony (NWS) has made its home in the historic Lincoln Theatre, an Art Deco movie house built in 1936. The growth of NWS over the past 22 years and increasing use of cutting-edge technology for education and performance necessitated the construction of a new facility. Because of his affinity to music and ability to translate a vision architecturally, NWS contracted the services of world-renowned architect Frank Gehry to design a new campus. The state-of-the-art facility, adjacent to the Lincoln Theatre, will feature unique rehearsal, educational, webcasting, recording, and performance spaces that support world-class educational and artistic programming delivered by the 86 gifted Fellows of NWS. The new facility invites and encourages NWS's innovative use of technology for advanced arts education, audience development, and community outreach and engagement.

In recruiting award-winning architect Frank Gehry to design the new facility, NWS Artistic Director Michael Tilson Thomas made a significant request: create a space that will attract audiences, but avoids the traditional look and feel of a symphony hall. Beyond the local impact, Gehry's design will transform NWS into a global hub for creative collaboration, where musicians from around the world can meet in person, via internet technology, to explore and advance the art form. It is anticipated that the already significant national and international acclaim generated for South Florida by NWS will increase with the completion of the new facility and will result in increased tourism, as experienced by other cities with Frank Gehry designed buildings.

Specifically, the plans provide a technologically sophisticated concert hall with ideal unamplified acoustics and flexible seating arrangements for an audience of up to 757 that will enable NWS to offer a wide variety of performance formats. In addition to the main performance space and administrative offices, the new facility includes orchestral, chamber group, sectional, and individual practice spaces equipped with global access. Space in the facility has been designed for use in community engagement, the NWS program through which the Fellows share their art and their expertise in person and via the internet with more than 18,000 children and adults each season.

The facility will be located on a portion of the two block area bounded by Washington Avenue, Lincoln Lane, Pennsylvania Avenue, and 17th Street. In addition to the new campus the entire development will include a parking garage, also designed by Frank Gehry, and a new 2.5-acre public park designed the Rotterdam-based firm West 8. The primary façade of the NWS facility will face the park providing a large projection surface; within the park will be an enveloping sound system. NWS concerts as well as artistic and educational projection content from other organizations will be featured on the projection surface. It is important to note that in addition to the land and a \$15 million contribution to the construction of the NWS facility, the City of Miami Beach has also committed \$17.2 million toward construction of the garage and another \$20 million for the design and construction of the park and relevant infrastructure improvements. The City of Miami Beach will own and operate both the park and the garage.

Facchina-McGaughan, has been selected as general contractor and Hines, for project management of the New World Symphony campus expansion project. Construction on the facility began in January 2008 with completion scheduled by September 30, 2010. The facility will open in January 2011 with national/international press coverage anticipated.

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS

EXHIBIT 2A: PROJECT BUDGET

List cash expenses and revenues specifically identified with your project. Round amounts to the nearest dollar (do not show cents).

NOTE: Total project expenses and revenues must equal.

CASH REVENUES

Local/Municipal matching Funds (list sources and amounts):

<u>Miami-Dade County CBO Grant</u>	<u>3,000,000</u>
<u>City of Miami Beach</u>	<u>15,000,000</u>

Other Matching Funds (list sources and amounts):

<u>Private Funds</u>	<u>90,000,000</u>
<u>Sale of Lincoln Theatre</u>	<u>20,500,000</u>
<u>Anticipated grants of future legally available CTD receipts subject to annual appropriation approved by the Board of County Commissioners.</u>	<u>25,300,000</u>

Cultural Facilities Grant Award: 1,700,000

TOTAL REVENUES: 155,500,000

CASH EXPENSES

(Identify specific project items and amounts)

<u>Architectural and Engineering Fees</u>	<u>22,300,000</u>
<u>Construction Costs</u>	<u>116,000,000</u>
<u>Permits, Insurance, Other City Costs</u>	<u>760,000</u>
<u>Owner Expenses</u>	<u>10,650,000</u>
<u>Project Management</u>	<u>5,790,000</u>

TOTAL EXPENSES: 155,500,000

**** NOTE: TOTAL REVENUES MUST EQUAL TOTAL EXPENSES ****

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**MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
UNIVERSAL AFFIDAVITS**

Each section of this form must be read, and initialed indicating acceptance and/or compliance with the County's policy related to the particular affidavit. For affidavit sections that you do not believe are applicable to your organization, please indicate this by placing "N/A" in the blank and your initials next to the "N/A." ALL SECTIONS MUST BE COMPLETED, either with your initials indicating compliance or "N/A" indicating non-applicable. Sections not completed on the Affidavit will render the entire Universal Affidavit null and void and it will be returned to you for completion.

The MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT, MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT, MIAMI-DADE COUNTY CRIMINAL RECORD AFFIDAVIT, and MIAMI-DADE COUNTY DISABILITY NONDISCRIMINATION AFFIDAVIT shall not pertain to contracts with the United States or any departments or agencies thereof, the State of Florida or any political subdivision or agency thereof, or any municipality of this State. The MIAMI-DADE COUNTY FAMILY LEAVE AFFIDAVIT shall not pertain to contracts with the United States or any of its departments or agencies, the State of Florida or any political subdivision or agency thereof, it shall, however, pertain to municipalities of the State of Florida.

I, David J. Phillips being first duly sworn state:
(Name of Affiant / Authorized Official)

The full legal name and business address of the person(s) or entity contracting or transacting business with Miami-Dade County are (Post Office addresses are not acceptable):

59-2809056
Federal Employer Identification Number

New World Symphony, Inc.
Name of Entity, Individual(s), Partners, or Corporation

<u>541 Lincoln Road</u>	<u>Miami Beach</u>	<u>FL</u>	<u>33139</u>
Street Address	City	State	Zip Code

 I. MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT (Sec. 2-8.1 of the County Code)

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a partnership, the foregoing information shall be provided for each partner. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. The foregoing requirements shall not pertain to contracts with publicly traded corporations or to contracts with the United States or any department or agency thereof, the State of Florida or any political subdivision or agency thereof or any municipality of this State. All such names and addresses are (Post Office addresses are not acceptable):

Full Legal Name	Address	Ownership
<u>NONE</u>		%
		%
		%

2. The full legal name and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with Miami-Dade County are (Post Office addresses are not acceptable):

NONE

3. Any person who willfully fails to disclose the information required herein, or who knowingly discloses false information in this regard, shall be punished by a fine of up to five hundred dollars (\$500) or imprisonment in the County jail for up to sixty (60) days or both.

II. MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT (County Ordinance No. 90-133. Amending sec. 2.8-1: Subsection (d)(2) of the County Code).

Except where precluded by federal or State laws or regulations, each contract or business transaction or renewal thereof which involves the expenditure of ten thousand dollars (\$10,000) or more shall require the entity contracting or transacting business to disclose the following information. The foregoing disclosure requirements do not apply to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof or any municipality of this State.

1. Does your firm have a collective bargaining agreement with your employees?
 Yes No
2. Does your firm provide paid health care benefits for its employees?
 Yes No
3. Provide current breakdown (number of persons) of your firm's work force and ownership as to race, national origin and gender.

White:	<u>19</u> Males	<u>17</u> Females
Black:	<u>3</u> Males	<u>6</u> Females
Hispanic:	<u>4</u> Males	<u>8</u> Females
Native American:	<u> </u> Males	<u> </u> Females
Asian:	<u> </u> Males	<u> </u> Females
Aleut (Eskimo):	<u> </u> Males	<u> </u> Females
Other _____:	<u> </u> Males	<u>1</u> Females

III. MIAMI-DADE COUNTY CRIMINAL RECORD AFFIDAVIT (Section 2-8.6 of the County Code)

The individual or entity entering into a contract or receiving funding from the County has x has not as of the date of this affidavit been convicted of a felony during the past ten (10) years.

An officer, director, or executive of the entity entering into a contract or receiving funding from the County has x has not as of the date of this affidavit been convicted of a felony during the past (10) years.

IV. MIAMI-DADE COUNTY EMPLOYMENT DRUG-FREE WORKPLACE AFFIDAVIT (County Ordinance No. 92-15 codified as Section 2-8.1.2 of the County Code)

That in compliance with Ordinance No. 92-15 of the Code of Miami-Dade County, Florida, the above named person or entity is providing a drug-free workplace. A written statement to each employee shall inform the employee about:

1. danger of drug abuse in the workplace;
2. the firm's policy of maintaining a drug-free environment at all workplaces;
3. availability of drug counseling, rehabilitation and employee assistance programs;
4. penalties that may be imposed upon employees for drug abuse violations.

The person or entity shall also require an employee to sign a statement, as a condition of employment that the employee will abide by the terms and notify the employer of any criminal drug conviction occurring no later than five (5) days after receiving notice of such conviction and impose appropriate personnel action against the employee up to and including termination.

Compliance with Ordinance No. 92-15 may be waived if the special characteristics of the product or service offered by the person or entity make it necessary for the operation of the County or for the health, safety, welfare economic benefits and well-being of the public. Contracts involving funding which is provided in whole or in part by the United States or the State of Florida shall be exempted from the provisions of this ordinance in those instances where those provisions are in conflict with the requirements of those governmental entities.

V. MIAMI-DADE COUNTY EMPLOYMENT FAMILY LEAVE AFFIDAVIT (County Ordinance No. 142-91 codified as Section 11A-29 et. seq. of the County Code)

That in compliance with Ordinance No. 142-91 of the Code of Miami-Dade County, Florida, an employer with fifty (50) or more employees working in Miami-Dade County for each working day during each twenty (20) or more calendar work weeks, shall provide the following information in compliance with all items in the aforementioned ordinance:

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An employee who has worked for the above firm at least one (1) year shall be entitled to ninety (90) days of family leave during any twenty-four (24) month period, for medical reasons, for the birth or adoption of a child, or for the care of a child, spouse or other close relative who has a serious health condition without risk of termination of employment or employer retaliation.

The foregoing requirements shall not pertain to contracts with the United States or any department or agency thereof, or the State of Florida or any political subdivision or agency thereof. It shall, however pertain to municipalities of this State.

VI. MIAMI-DADE COUNTY DISABILITY NONDISCRIMINATION AFFIDAVIT (County Resolution R-385-95)

That the above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction in the following laws: 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; Title II, Public Services; Title III, Public Accommodation and Services Operated by Private Entities; Title IV, Telecommunications; and 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 Housing Act as amended, 42 U.S.C. Section 3601-3631. The foregoing requirements 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.

VII. MIAMI-DADE COUNTY AFFIDAVIT REGARDING DELINQUENT AND CURRENTLY DUE FEES OR TAXES (Sec. 2-8.1(c) of the County Code).

Except for small purchase orders and sole source contracts, the above named firm, corporation, organization or individual desiring to transact business or enter into a contract with the County verifies that all delinquent and currently due fees or taxes -- including but not limited to real and property taxes, utility taxes and occupational licenses -- which are collected in the normal course by the Miami-Dade County Tax Collector as well as Miami-Dade County issued parking tickets for vehicles registered in the name of the firm, corporation, organization or individual have been paid.

VIII. ATTESTATION REGARDING DUE AND PROPER ACKNOWLEDGEMENT OF COUNTY FUNDING SUPPORT

By initialing this subsection and accepting County funds, the above named firm, corporation, organization or individual agrees to abide by the grant contract requirement to recognize and acknowledge Miami-Dade County's grant support in a manner commensurate with all contributors and sponsors of its activities at comparable dollar levels.

I have carefully read this entire three (3) page document entitled, "Universal Affidavit" and have initialed all affidavits that pertain to this contract and have indicated by "NA" all affidavits that do not pertain to this contract.

By: [Signature] 4/30/10
(Signature of Affiant) (Date)

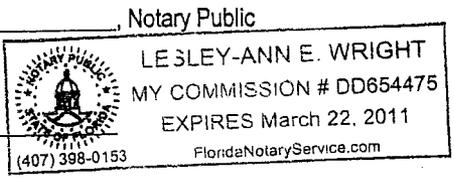
SUBSCRIBED AND SWORN TO (or affirmed) before me this 30th day of APRIL, 20 10 by

David Phillips
(Name of Affiant - Printed)

He/She: is personally known to me
 has produced _____ as identification.
(Type of Identification)

Lesley Ann E. Wright
(Signature of Notary)

(Name of Notary Typed, Printed or Stamped)



Imprint of Notary Seal

State of Florida - County of MIAMI DADE

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**New World Symphony
Board of Trustees**

2009-2010 Season

Officers

Chairman of the Board	Mr. Neisen O. Kasdin Akerman Senterfitt One Southeast Third Avenue, 25th Floor Miami, FL 33131
Vice Chairman	Mrs. Rose Ellen Greene 201 Solano Prado Coral Gables, FL 33156
Secretary	Mr. Robert Moss 445 Grand Bay Drive, #209 Key Biscayne, FL 33149
Treasurer	Mr. Mario de Armas, Managing Partner PricewaterhouseCoopers, LLP 1441 Brickell Avenue, Suite 1100 Miami, FL 33131

Members

Mr. Sheldon Anderson CEO – Southcast Region Northern Trust Bank 700 Brickell Avenue Miami, FL 33131	Mr. Matthew W. Buttrick Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. 150 West Flagler Street Museum Tower, Suite 2200 Miami, FL 33130
Mrs. Madeleine Arison 9999 Collins Avenue Bal Harbour, FL 33154	Mr. Adam Carlin The Bermont/Carlin Group at Smith Barney 220 Alhambra Circle, 10th Floor Coral Gables, FL 33134
Ms. Sarah Arison 229 Chrystie Street New York, NY 10002	Mr. Bruce E. Clinton, President The Clinton Companies Regents Park at Hyde Park 5020 South Lake Shore Drive, Penthouse II Chicago, IL 60615
Mr. George Bergmann Village Communities 435 Royal Plaza Drive Fort Lauderdale, FL 33301	

Mr. Jeffrey Roberts
Goldman Sachs
200 S. Biscayne Boulevard, Suite 3700
Miami, FL 33131

Mr. Martin Rozenblum
19112 Fisher Island Drive
Miami Beach, FL 33109

Mr. Richard Sanz, VP/Managing Director
Private Client Group, Wachovia Bank
200 S. Biscayne Boulevard, 15th Floor
Miami, FL 33131

Mr. Sheldon Schneider
BOPA, Inc.
1441 Brickell Avenue, Suite 1150
Miami, FL 33131

Mrs. Diane Sepler, CEO
Diane S. Sepler Design Management
1581 Brickell Avenue, T204
Miami, FL 33129

Ex Officio

Mr. Bruce M. Colan
Holland & Knight
701 Brickell Avenue, #2800
Miami, FL 33131

National Council

Mrs. Linda Coll, Director
Carnival Foundation
3655 NW 87th Avenue, 10th Floor
Miami, FL 33178

Mr. L. Jay Cross
Related Hudson Yards
60 Columbus Circle, 19th Floor
New York, NY 10023

Mrs. Janellen Gerstein
860 Fifth Avenue, #12C
New York, NY 10021

Mr. Edward Manno Shumsky
5959 Collins Avenue, #1106
Miami Beach, FL 33140

Mr. Richard Skor, President
AFO, LLC
1441 Brickell Avenue, Suite 1150
Miami, FL 33111

Mr. Paul Stebbins, Chairman and CEO
World Fuel Services
9800 NW 41st Street, Suite 400
Miami, FL 33178

Mr. and Mrs. Sherwood Weiser
10 Edgewater Drive, Tower Suite K
Coral Gables, FL 33133

Ms. Jody Wolfe
5255 N. Kendall Drive
Miami, FL 33156

Richard J. Wurtman
300 Boylston Street, Unit 1205
Boston, MA 02116

Mr. Stanley Greenstein
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Aventura, FL 33180

Mrs. Bobbi Litt
2800 Toledo Street, #6
Coral Gables, FL 33134

Mr. Peter McGrath
3750 Kent Court
Coconut Grove, FL 33133

Return to:

Director
Miami-Dade County Department
of Cultural Affairs
111 N.W. First Street, Suite 625
Miami, Florida 33128

Instrument prepared by:

Miami-Dade County Attorney's Office
111 N.W. First Street, Suite 2810
Miami, Florida 33128-1993

Folio No.

(For Recorder's Use Only)

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Covenant") is made this ____ day of _____, 2010, by New World Symphony, Inc., a not for profit corporation under the laws of the State of Florida, in favor of Miami-Dade County, a political subdivision of the State of Florida.

WHEREAS, New World Symphony, Inc. ("NWS") is constructing a facility scheduled to be open to the public in January, 2011 on land legally described in Exhibit "A" (the "Facility"), attached hereto and incorporated herein by reference, the construction of which is funded in part with funds granted by Miami-Dade County ("the County") to NWS, in the amounts of \$3,000,000 approved on September 20, 2006 (Ord. 06-134) and remitted on July 26, 2007 (the "Previous Grant"), and of \$1,700,000 approved on _____, 2010 through Resolution _____ ("Grant", and together with the Previous Grant, the "Total Grant"); and

WHEREAS, the Facility will feature unique performance, rehearsal, educational, webcasting, recording, administration, parking, meeting, and storage spaces, and commercially acceptable uses attendant thereto, for the public purpose of educating audiences in the appreciation of concerts and of offering music and arts instruction through the production and presentation of high quality cultural events and educational programs;

NOW, THEREFORE, in consideration of providing the Grant for the construction of the Facility and the development of the Facility and other good and valuable consideration, NWS, hereby voluntarily covenants and agrees to the following restrictions that are intended and shall be deemed to be covenants' running with the land and binding upon NWS, its successors and assigns:

Covenants. The foregoing recitations are true and correct and are hereby incorporated herein by this reference. NWS shall devote the Facility constructed exclusively to the public purpose of providing performance, rehearsal, educational, webcasting, recording, administration, parking, meeting, and storage spaces, and commercially acceptable uses attendant thereto.

During the entire term hereof, NWS covenants that (a) the Facility will continuously be used for and operated by the NWS for the purposes outlined herein; (b) NWS will be the owner and operator of the Facility; (c) NWS will qualify and remain as a not for profit corporation; and (d) NWS will not encumber the Facility in an aggregate amount greater than \$75,000,000 without the express written consent of the County. The Board of County Commissioners of Miami-Dade County ("Board") shall determine and decide, in its complete and sole discretion, and such decision shall be final and non-appealable, whether the Facility constructed has ceased to be used for the purposes outlined herein; or NWS has ceased to exist or to own or operate the Facility, or NWS has lost its status as a not for profit corporation. NWS shall be entitled to written notification of any item presented to the Board to determine compliance with the covenants in this Covenant and shall have the same rights as any citizen to be heard by said Board.

In the event that the covenants set forth herein are not met, then upon written notice by the County to NWS, the County shall be entitled to immediate reimbursement of the Total Grant, and any amount of the Total Grant not reimbursed immediately shall be deemed and become an equitable lien on the Facility that may be enforced against the Facility as any other such lien under the laws of the State of Florida. NWS covenants that it will not transfer, convey or sell the Facility or property or any interest therein without the prior written approval of the Board. This Covenant is subordinate to lien(s) in an aggregate amount less than or equal to \$75,000,000.

Covenant Running with the Land. This Declaration of Restrictive Covenants shall run with the land for twenty-five (25) years from the date this Covenant is recorded in the public records of the County, unless this Covenant has been modified, amended or released by a written

instrument executed by the Mayor or, if permitted by applicable law, his designee, on behalf of the County as authorized by and through and at the sole discretion of its Board.

NWS agrees that acceptance of this Covenant is legally binding upon it and does not in any way obligate or provide a limitation on the County.

In the event a foreclosure proceeding is filed against the Facility or a deed for the Facility or property in lieu of foreclosure is executed by NWS, the Total Grant shall be deemed and become a mortgage against the Facility and shall have the same force and effect as a purchase money mortgage under the laws of the State of Florida. The County shall have the right of redemption of a holder of a subordinate interest in real estate under Florida law, and at any time before the later of (i) the filing of a certificate of sale by the clerk of the court, or (ii) the time specified in the judgment or order of foreclosure of the first mortgage, the County may cure the mortgagor's indebtedness and prevent the foreclosure sale by paying the amount of money specified in the judgment or order of foreclosure. NWS shall in any loan document evidencing an encumbrance on the Facility include a written requirement that the lender shall notify the County in writing in the event of any material monetary default of NWS by U.S. Mail addressed to: Director, Miami-Dade County Department of Cultural Affairs, 111 NW First Street, #625, Miami, Florida 33128. Any judgment of foreclosure, certificate of title, and/or deed in lieu of foreclosure in favor of any first mortgagee(s), its successors or assigns, arising out of a default of such first mortgage(s), shall be deemed a self-executing release of this Covenant, the intention being that the first mortgagee(s) shall not bear the burden of this Covenant.

Enforcement. The County is the beneficiary of these covenants and restrictions and as such may enforce these covenants and restrictions by an action in law or equity, including without limitation a decree of specific performance or mandatory or prohibitory injunction, against any person or persons, entity or entities, violating or attempting to violate the terms of these covenants and restrictions.

Inspection. It is understood and agreed that any inspector from the County shall have the right at any time during normal working hours to enter and investigate the use of the Facility to determine if the conditions of this Declaration of Restrictive Covenants are being complied with.

Notice and Contact. Any notice required or permitted under this Agreement shall be in writing and shall be deemed to have been given, delivered and received when either (i) delivered in person to the agents designated herein below for that purpose, (ii) on the first business day

after delivery to an overnight courier (e.g. Federal Express, Airborne) as evidenced by the sender's copy, addressed as set forth herein below, or (iii) three (3) business days after deposited in the United States Mail, by certified mail, postage prepaid, return receipt requested, addressed to the other party. The addresses of the parties are as follows:

TO MIAMI-DADE COUNTY:

Miami-Dade County
Director
Department of Cultural Affairs
111 N.W. First Street, Suite 625
Miami, Florida 33128

TO NEW WORLD SYMPHONY, INC.:

New World Symphony, Inc.
Executive Director
541 Lincoln Road
Miami Beach, Florida 33139

Severability. If any covenant, restriction or provision contained in this document is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenant, restriction, condition or provision contained herein, all of which shall remain in full force and effect. This document shall be construed in accordance with the laws of the State of Florida and venue shall be Miami-Dade County, Florida.

Acceptance of Declaration. NWS acknowledges that acceptance of this Covenant does not obligate the County in any manner, and does not entitle NWS to favorable approval of any application, zoning or otherwise, and that the County retains its full power and authority to approve or deny any application, in whole or in part.

Incorporation of Recitals. NWS hereby agrees that the recitals in this Covenant are hereby true and correct, and are incorporated into this Covenant.

Effective Date. This Covenant shall be filed in the public records of Miami-Dade County, Florida at the cost of the NWS immediately following NWS's receipt of Grant funds. This Covenant shall become effective immediately upon recordation. All contracts and deeds or other instruments of conveyance relating to the property or any part thereof, as referenced in Exhibit A, shall contain reference to this Covenant.

[Signature]
Witness Signature
DIANA PEREZ-GATA
Witness Name Printed

New World Symphony, Inc.,
a not for profit Florida corporation

By: [Signature]
NWS Board Representative Signature

Name: Neisen O. Kasdin
NWS Board Representative Printed Name

Title: Chairman
NWS Board Member Title

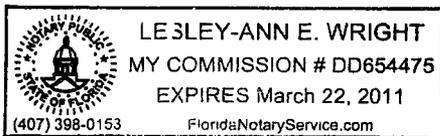
Attest: [Signature]
Howard Herring, Executive Director
New World Symphony, Inc.

[Signature]
Witness Signature
DAVID J. PHILLIPS
Witness Name Printed

STATE OF FLORIDA :
: SS
MIAMI-DADE COUNTY :

I HEREBY CERTIFY that on this 30 day of APRIL, 2010, before me an officer authorized to administer oaths and take acknowledgments personally appeared _____ and _____, 15, personally known to me, or that produced the following identifications: _____ to be the _____, and _____ of New World Symphony, Inc., a not for profit Florida corporation under the laws of the State of Florida, and in whose names the foregoing instruments is executed and that officer(s) severally acknowledge before me that (he/she) executed said instrument acting under the authority duly vested by said not for profit Florida corporation.

WITNESS my hand and official seal in the County and State aforesaid, the day and year last aforementioned.



(NOTARY SEAL/STAMP)

[Signature]
Notary Signature

LESLEY-ANN E. WRIGHT
Printed Notary Name

Notary Public, State of Florida
Commission No: MARCH 22, 2011

EXHIBIT "A"

The acquisition includes # folios, as follows:

- 1. Folio Number Parcel #1: See Attached Memorandum of Lease and Possession Date Certificate and Schedule A**

Address:

Owner:

Co-Use:

Legal Description:

CFN 2008R0221063
DR Bk 26272 Pgs 3696 - 3699 (4pgs)
RECORDED 03/17/2008 12:42:22
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This Instrument Was Prepared By:

Mark C. Alhadeff, Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
150 West Flagler St., Suite 2200
Miami, Florida 33130

Record and Return To:

Mark C. Alhadeff, Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
150 West Flagler St., Suite 2200
Miami, Florida 33130

MEMORANDUM OF LEASE AND POSSESSION DATE CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS of this Memorandum of Lease made as of the ²⁵ day of February, 2008, by and between the City of Miami Beach, Florida, a municipal corporation duly organized and existing under the laws of the State of Florida (herein referred to as "Landlord") and New World Symphony, a Florida not-for-profit (herein referred to as "Tenant").

WITNESSETH:

For good and valuable consideration and in further consideration of the rents reserved and covenants and conditions more particularly set forth in that certain Agreement of Lease ("Lease") by and between Landlord and Tenant of even date herewith, Landlord and Tenant hereby covenant and agree as follows.

1. Landlord does hereby demise unto Tenant and Tenant does hereby take from Landlord for the term hereinafter provided, and any extension thereof, the property described on Schedule "A" attached hereto located in Miami-Dade County, Florida, and hereafter referred to as the "Premises".

2. The lease term shall commence on September 9, 2004 and shall end fifty-five (55) years after such commencement date unless sooner terminated or extended as provided in said Lease.

3. For purposes of the Lease, the Possession Date shall be February 1, 2008 and the delivery date of the Land is January 7, 2008.

4. Landlord's interest shall not be subject to any mechanics' or materialmen's liens or liens of any kind for improvements made by the Tenant upon the Premises. All persons dealing with Tenant must look solely to the credit of Tenant, and not to Landlord's interest or assets.

5. The sole purpose of this instrument is to give notice of said Lease and all its terms, covenants, agreements and conditions to the same extent as if said lease were fully set forth herein. The terms, covenants, agreements and conditions contained in this instrument shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

35

4

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

WITNESSES:

[Signature]
PRINT NAME Kerry Hernandez

[Signature]
PRINT NAME FERNANDA SILVA

LANDLORD:

CITY OF MIAMI BEACH, FLORIDA, a municipal corporation duly organized and existing under the laws of the State of Florida

By: [Signature]
Name: Matt H. Bower
Title: Mayor

ATTEST:

By: [Signature]
Name: ROBERT PARENEN
Title: City Clerk

APPROVED AS TO FORM AND LANGUAGE AND FOR EXECUTION

By: _____
Name: _____
Title: City Attorney

TENANT:

New World Symphony, a Florida not-for-profit

[Signature]
PRINT NAME DAVID PHILIPS

[Signature]
PRINT NAME Faye Munnias

By: [Signature]
Name: Howard Herring
Title: President and Chief Executive Officer
541 Lincoln Road
Miami Beach, FL 33139

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

[Signature] 3/4/18
City Attorney Date
36

Schedule A



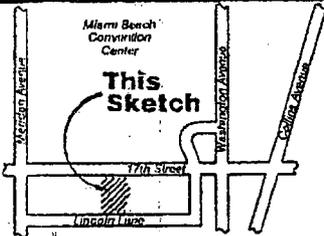
STONER & ASSOCIATES, INC.

SURVEYORS - MAPPERS
Florida Licensed Survey
and Mapping Business No. 6633

Tel. (954) 585-0997
Fax (954) 585-3927

4341 S.W. 62nd Avenue
Davie, Florida 33314

RECORDING AREA



Location Map

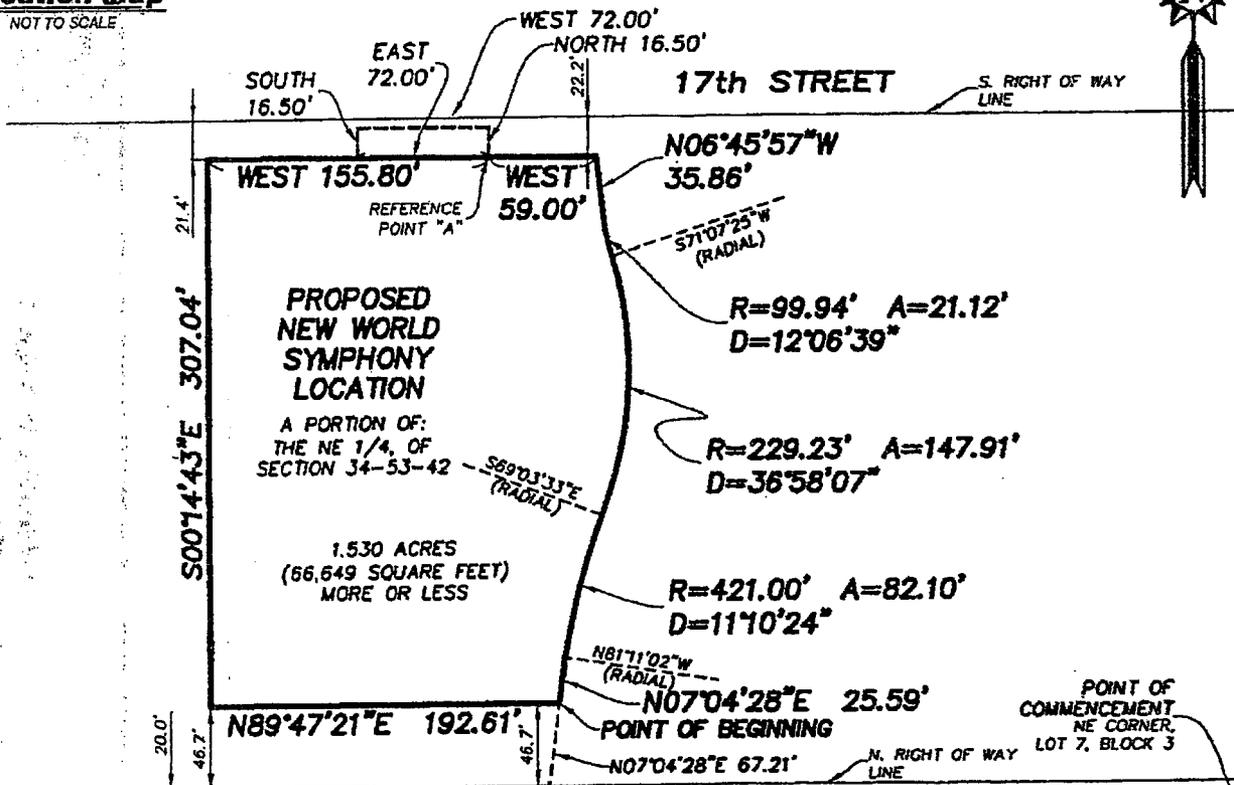
NOT TO SCALE

**SKETCH OF DESCRIPTION FOR:
THE NEW WORLD SYMPHONY
LEASE PARCEL**

A PORTION OF THE NE 1/4, SECTION 34,
TOWNSHIP 53 SOUTH, RANGE 42 EAST
CITY OF MIAMI-BEACH, MIAMI-DADE COUNTY, FLORIDA



SCALE: 1" = 100'



**PROPOSED
NEW WORLD
SYMPHONY
LOCATION**

A PORTION OF:
THE NE 1/4, OF
SECTION 34-53-42

1.530 ACRES
(66,649 SQUARE FEET)
MORE OR LESS

LINCOLN LANE S89°47'21"W 388.31'

LOT 2	LOT 3	LOT 4 BLOCK 2	LOT 5	LOT 6	LOT 7	LOT 1	LOT 2 N. LINE, BLOCK 3/ S. RIGHT OF WAY LINE	LOT 3	LOT 4	LOT 5 BLOCK 3	LOT 6	LOT 7
		LINCOLN ROAD SUBDIVISION "A" PLAT BOOK 34, PAGE 66, D.C.R.								LINCOLN ROAD SUBDIVISION "A" PLAT BOOK 34, PAGE 66, D.C.R.		

LEGEND

P.B.	PLAT BOOK	R	RADIUS
P.G.	PAGE	A	ARC LENGTH
D.C.R.	DADE COUNTY RECORDS	D	DELTA
L.B.	LICENSED BUSINESS		
€	CENTERLINE		

THE MATERIAL SHOWN HEREON IS THE PROPERTY OF STONER & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT PERMISSION OF STONER & ASSOCIATES, INC. COPYRIGHT © 2007

CERTIFICATE:

THIS IS TO CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.07, FLORIDA STATUTES.

REVISIONS	DATE	BY
3. Revisions per City Comments	10/8/07	THK
2. Add Scoop Feature	10/8/07	THK
1. New Boundary from Client	9/5/07	THK

James D. Stoner

PROFESSIONAL SURVEYOR AND MAPPER NO. 4039 - STATE OF FLORIDA

DATE OF SKETCH:	DRAWN BY	CHECKED BY	FIELD BOOK
7/28/07	THK	JDS	N/A

SEAL

NOT VALID UNLESS
SEALED HERE WITH
AN EMBOSSED
SURVEYOR'S SEAL

SHEET 1 OF 2

SECTION
04-6594-nws



STONER & ASSOCIATES, INC.

SURVEYORS - MAPPERS

Florida Licensed Survey
and Mapping Business No. 6633

Tel. (954) 585-0997

Fax (954) 585-3927

4341 S.W. 62nd Avenue
Davie, Florida 33314

RECORDING AREA

**LEGAL DESCRIPTION FOR:
THE NEW WORLD SYMPHONY
LEASE PARCEL**

A PORTION OF THE NE 1/4, SECTION 34,
TOWNSHIP 53 SOUTH, RANGE 42 EAST
CITY OF MIAMI-BEACH, MIAMI-DADE COUNTY, FLORIDA

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING OF PORTION OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SECTION 34, TOWNSHIP 53 SOUTH, RANGE 42 EAST, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 7, BLOCK 3, LINCOLN ROAD SUBDIVISION "A", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 34, PAGE 66 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA;

THENCE S.89°47'21"W., ALONG THE NORTH LINE OF SAID BLOCK 3 AND IT'S WESTERLY EXTENSION (SAID LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF LINCOLN LANE), A DISTANCE OF 388.31 FEET;

THENCE N.07°04'28"E., A DISTANCE OF 87.21 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE N.07°04'28"E., A DISTANCE OF 25.59 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF N.81°11'02"W.;

THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, TO THE RIGHT, HAVING A CENTRAL ANGLE OF 11°10'24", AND A RADIUS OF 421.00' FEET FOR AN ARC DISTANCE OF 82.10 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF S.69°03'33"E.;

THENCE NORTHEASTERLY, NORTHERLY AND NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, TO THE LEFT, HAVING A CENTRAL ANGLE OF 36°58'07", AND A RADIUS OF 229.23' FEET FOR AN ARC DISTANCE OF 147.91 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF S.71°07'25"W.;

THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, TO THE RIGHT, HAVING A CENTRAL ANGLE OF 12°06'39" AND A RADIUS OF 99.94 FEET FOR AN ARC DISTANCE OF 21.12 FEET;

NOTES:

1. THE PROPERTY SHOWN HEREON WAS NOT ABSTRACTED FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF RECORD.
2. THIS SKETCH IS "NOT VALID" WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF S.89°47'21"W., ALONG THE NORTH LINE OF BLOCK 3, LINCOLN ROAD SUBDIVISION "A", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 34, PAGE 66 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.
4. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY. (THIS IS NOT A SURVEY).
5. THIS SKETCH OF DESCRIPTION WAS PREPARED BY THIS FIRM WITHOUT THE BENEFIT OF A TITLE SEARCH. THE LEGAL DESCRIPTION SHOWN HEREON WAS AUTHORED BY STONER & ASSOCIATES, INC.
6. PARCEL GEOMETRY BASED ON INFORMATION PROVIDED BY KIMLEY HORN, PROJECT No. 043115000
7. SCOOP FEATURE GEOMETRY BASED ON INFORMATION PROVIDED BY GEHRY PARTNERS, LLP, PROJECT No. 2003005

LEGAL DESCRIPTION: (CONTINUED)

THENCE N.06°45'57"W., A DISTANCE OF 35.86 FEET;

THENCE WEST, A DISTANCE OF 59.00 FEET TO REFERENCE POINT "A";

THENCE CONTINUE WEST, A DISTANCE OF 155.80 FEET;

THENCE S.00°14'43"E., A DISTANCE OF 307.04 FEET TO A POINT ON A LINE 46.7 FEET NORTH OF AND PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF SAID LINCOLN LANE;

THENCE N.89°47'21"E., ALONG SAID PARALLEL LINE, A DISTANCE OF 192.61 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING WITHIN THE CITY OF MIAMI-BEACH, MIAMI-DADE COUNTY, FLORIDA. CONTAINING 1.530 ACRES, (66,649 SQUARE FEET), MORE OR LESS.

TOGETHER WITH:

AN AERIAL EASEMENT FOR THE AIR-SPACE OCCUPIED BY THE SCOOP FEATURE ON THE NORTH SIDE OF THE PROPOSED SYMPHONY BUILDING, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE AFOREMENTIONED REFERENCE POINT "A"

THENCE NORTH, A DISTANCE OF 16.50';

THENCE WEST, A DISTANCE OF 72.00 FEET;

THENCE SOUTH, A DISTANCE OF 16.50 FEET;

THENCE EAST, A DISTANCE OF 72.00 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT BEGINNING AT AN ELEVATION OF 22.00 FEET AND TERMINATING AT AN ELEVATION OF 52.00 FEET. SAID ELEVATIONS BASED ON THE NATIONAL GEOODETIC VERTICAL DATUM OF 1929 (N.G.V.D. OF 1929).

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SECTION
NO 04-6594-NWS

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