Approved _____ Mayor

Veto _____

Override _____

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

01-25-07

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

RESOLUTION NO. R-04-07

RESOLUTION AUTHORIZING THE COUNTY MANAGER TO RECEIVE AND EXPEND $750,000 IN STATE GRANT FUNDS FROM THE FLORIDA DEPARTMENT OF STATE DIVISION OF CULTURAL AFFAIRS 2006-2007 REGIONAL CULTURAL FACILITIES PROGRAM ON BEHALF OF THE CARNIVAL CENTER FOR THE PERFORMING ARTS; AND AUTHORIZING THE COUNTY MANAGER TO EXERCISE CANCELLATION PROVISIONS CONTAINED THEREIN

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 and authorizes the County Manager to receive and expend State grant funds in the amount of $750,000 from the Florida Department of State, Division of Cultural Affairs Regional Cultural Facilities Program (State Grant No. 07-9101) on behalf of the Carnival Center for the Performing Arts to purchase informational and directional kiosks and for additions to the rigging and winch system in the Concert Hall, in substantially the form of the grant agreement attached hereto and made a part hereof; and authorizes the County Manager to exercise the cancellation provisions contained therein.

The foregoing resolution was offered by Commissioner Dorrin D. Rolle, who moved its adoption. The motion was seconded by Commissioner Audrey M. Edmonson 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	aye	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	absent
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	absent		

The Chairperson thereupon declared the resolution duly passed and adopted this 25th day of January, 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

(Revised)

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

DATE: January 25, 2007

FROM: Murray A. Greenberg, County Attorney

SUBJECT: Agenda Item No. 3(P)(1)(B)

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**

Memorandum

MIAMI-DADE COUNTY

Date: January 25, 2007

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

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

From: George M. Burgess
County Manager

Subject Resolution Authorizing the County Manager to Receive and Expend Funds from the Florida Department of State Division of Cultural Affairs: 2006-2007 Regional Cultural Facilities Program on behalf of the Carnival Center for the Performing Arts

RECOMMENDATION

It is recommended that the Board of County Commissioners authorize the County Manager to receive and expend a grant in the amount of $750,000 from the Florida Department of State, Division of Cultural Affairs, FY2006-2007 Regional Cultural Facilities Program for and on behalf of Carnival Center for the Performing Arts (the Center) for the purpose of incorporating various equipment into the project. This grant award requires a two-to-one match of local funds for each dollar of State funds received. Sufficient funds to serve as the match have been approved and are available from existing resources within the Center's budget.

BACKGROUND

Opened in October 2006, the Center is one of the largest and most technologically advanced performing arts centers in the United States. Located on 5.9 acres spanning both sides of Biscayne Boulevard in Downtown Miami, the Center includes a 2,200-seat Concert Hall, a 2,400-seat Ballet Opera House, a 200-seat black box Studio Theater, a 3,500-hundred-square-foot Education Center, a restored 1929 Art Deco Tower, and the 57,000-square-foot Plaza for the Arts, which unites the Center's buildings across Biscayne Boulevard. The Center is designed by world-renowned architect Cesar Pelli, theater planning and design consultants Jules Fisher/Joshua Dachs Associates, Inc., and acoustics, sound and communications systems design consultants ARTEC Consultants Inc.

This state grant, Grant No. 07-9101, in the amount of $750,000, has been awarded to purchase informational and directional kiosks to be installed around the perimeter of the complex, acoustical curtains in the Ballet Opera House, Rehearsal Hall, Education Center and Banquet Hall, and for additions to the rigging and winch system in the Concert Hall. The installation of a total of 20 kiosks around the perimeter of the site is necessary to convey important information to patrons and visitors, such as event schedules, orientation maps and customer amenities. Acoustical curtains are necessary to provide variable acoustical elements in a number of spaces within the facility, which serves to increase the flexibility and functionality of the spaces. Additional rigging for lighting equipment, once installed in the Concert Hall, can enable the different configurations of the facility (such as concert, theater, festival, etc.) to be fully realized.

Funding from the State of Florida ($750,000) is to be used to purchase this equipment. Matching funds are designated to pay for the installation of necessary power and data runs for the kiosks and the installation of the kiosks themselves, in addition to the installation of the acoustical curtains and power supply work for the rigging and winch system.

The informational and directional kiosks, acoustical curtains and rigging and winch system ensure that Carnival Center for the Performing Arts can achieve its goal of being one of the top ranked and most technologically advanced performance venues in the United States. Without these items, the Center would not have the technological flexibility and resources necessary to support a wide variety of productions and shows from around the world, and to provide patrons and visitors with an inviting and informative environment. The equipment purchased through this state grant is required to enhance and maximize the number and diversity of performances the Center is able to present and the number of patrons it is able to serve, thereby increasing the facility's revenue potential.

Assistant County Manager

AGREEMENT BETWEEN

THE STATE OF FLORIDA, DEPARTMENT OF STATE

AND

MIAMI-DADE COUNTY

This Agreement is by and between the State of Florida, Department of State, hereinafter referred to as the "Department," and the Miami-Dade County, hereinafter referred to as the "Grantee."

The Grantee has been awarded a Regional Cultural Facilities Program (CSFA 45.041) grant by the Department, grant number **07-9101,** for the project **"Miami Performing Arts Center,"** in the amount of **$750,000**.

Unless there is a written notice of change of address, any notice required by this Agreement shall be delivered to:

Florida Department of State
Division of Cultural Affairs
R. A. Gray Building, 3rd Floor
500 South Bronough Street
Tallahassee, Florida 32399-0250

for the Department, and to Miami-Dade County, Miami Performing Arts Center, 240 Northeast 13th Street, , Miami, FL 33132 for the Grantee.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

(1) Grant:

(a) The Grantee shall, prior to the disbursement of funds:
1. Sign a Grant Award Agreement and agree to comply with its terms; and
2. Provide an update of the project narrative and budget, hereafter referred to as Attachment A, and perform the work described therein. Attachment A shall be attached hereto and made a part of this Agreement.
3. The property owner and grantee shall be required to record a Restrictive Covenant or purchase a Bond to ensure that the facility continues to be used as a regional cultural facility for a period of 10 years following the grant award. If the facility ceases to be used as a regional cultural facility during the 10 years following the grant award, the grant funds shall be repaid to the department according to the Restrictive Covenant Amortization Schedule set forth in Addendum #1 to the Grant Award Agreement, or the Bond Amortization Schedule set forth in Addendum #2 to the Grant Award Agreement.

(b) The Grantee agrees to return the signed Grant Award Agreement and Attachments to the Division of Cultural Affairs within 60 days after the receipt of the Grant Award Agreement. A Grant Award Agreement which is not signed by the Grantee and returned within 60 days shall be considered declined by the Grantee.

(c) Along with the Grant Award Agreement and Attachments, the Grantee shall complete an Assurance of Compliance and Signature Authorization Form (Form CA2E059, eff. 8/02, incorporated by reference and available from the Division) and return all the above to the Division.

(d) The Grantee shall not obligate state funds until the date on which this Agreement is fully executed.

(e) The Grantee shall maintain not-for-profit eligibility as a public entity or a tax-exempt Florida corporation as determined at the time of application.

(2) Cash Release:

(a) To initiate a release of grant funds, the Grantee must:
1. Complete a Request for Warrant (Form CA2E001, eff. 8/02, incorporated by reference and available from the Division), and submit it to the Division of Cultural Affairs. The amount requested by the Grantee shall not exceed the anticipated expenditures for the project within 90 days or the amount permitted in (2)(b) or (c) below, whichever is less.
2. Submit a Schedule of Expenses using Cultural Facilities Report Form CA2EO48, eff. 8/02, incorporated by reference and available from the Division. The Schedule of Expenses shall include actual project expenses paid to date; including expenses charged to both match and state grant funds.

(b) If advance payment of grant funds is approved by the Office of the Comptroller, the payment schedule shall be subject to any special conditions stipulated by that Office.

(c) In the case of Regional Cultural Facilities grants, grant funds shall be released in accordance with the Project Completion Schedule, provided by the grantee, and attached as Attachment B. Certification of completion of each phase of the project must be received by the Division prior to the release of any funds for subsequent phases of the project.

(d) Request for Warrant forms received from Grantees who are not in compliance with the reporting and interest payment requirements of this Agreement or any other past or present grant award agreement with this Division or any other Division within the Department of State, shall not be processed for payment until the compliance issues are resolved.

(3) Investment of Grant Funds. The Grantee shall invest any surplus grant funds in an interest bearing account pursuant to Section 216.181(16)(b), Florida Statutes, and the interest

earned on such investments shall be returned to the Department with each Interim Status Report, or the Final Report which is due 45 days following completion of the project.

(4) Project Status Reporting Requirements: The Grantee agrees to provide to the Division a series of reports according to the following schedule using Cultural Facilities Report Form CA2E048:

(a) Interim Status Report by January 31, 2007, for the period ending December 31, 2006;

(b) Interim Status Report by July 31, 2007, for the period ending June 30, 2007;

(c) Interim Status Reports shall be submitted in addition to any Schedule of Expenses as described in section (2) of this Agreement.

(d) Should the project not be completed by June 30, interim status reports shall continue to be submitted as above until completion; and

(e) Final Report within 45 days of completion of the project. The project shall be considered to be complete when all grant dollars as described in Attachment A have been expended.

(5) Expenditures:

(a) All expenditures must be directly related to the purpose of the grant as specified in Attachment A. Funds are intended for expenditures directly related to renovation, construction, or acquisition of the designated regional cultural facility. Expenditures for general operating expenses (such as but not limited to salaries, travel, personnel, office supplies, etc.) are not allowable. Payment for costs associated with representation, proposal, and application preparation shall not be made with funds provided under this Agreement. Payment for costs for lobbying the Legislature, the judicial branch, or any state agency shall not be made with funds provided under this Agreement.

(b) If the Grantee finds it necessary to expend state dollars for project costs not described in Attachment A, the Grantee shall submit a completed Grant Amendment Request (Form CA2E047, eff. 8/02, incorporated by reference and available from the Division), to the Department for approval before the work is started.

(c) If the Grantee expends state dollars for costs or work not described in Attachment A, the Department shall have the right to terminate this Agreement and demand the return of all or a part of any funds already delivered, or withhold funds from subsequent grants. Factors which will be considered by the Department in making this decision include: the amount of state dollars spent for non-allowable costs, the percent of the grant funds represented by state dollars spent for non-allowable costs, and whether the expenditure of state dollars for non-allowable costs was intentional or merely a clerical error.

(d) Reimbursement by the State for travel expenses is not allowed under this Agreement.

(e) Payment for expenditures incurred prior to the execution of this Agreement shall not be made with funds provided under this Agreement.

(f) All grant funds shall be expended on the work described in this Agreement by April 1, 2008. If the Grantee cannot expend the funds by April 1, 2008, the Grantee shall submit a Grant Amendment Request (Form CA2E047) which must be received by the Department not later than 30 days prior to the expenditure date.

(g) Funds provided under this Agreement shall not be used for planning purposes, including preliminary and schematic drawings, and design development documents necessary to carry out the project.

(h) Funds provided shall not be used for projects which are restricted to private or exclusive participation, which shall include restricting access on the basis of sex, race, religion, national origin, disability, age, or marital status.

(6) Matching Funds. For the purposes of this Agreement, matching funds will be defined and governed as follows:

(a) The Grantee shall provide $2.00 in matching funds for every $1.00 of state funds received under this Agreement.

(b) The Division of Cultural Affairs will reduce to 1:1 the matching requirement on grants for rural communities that have been designated in accordance with Section 288.0656, Florida Statutes, and requested the reduction according to 288.06561, Florida Statutes by the application deadline. Grantees shall provide $1.00 in matching funds for every $1.00 of state funds received under this Agreement.

(c) At least 50% of the match must be either Cash-on-Hand, or Cash-on-Hand plus Project Expenditures.
1. Cash-on-Hand. At least 50% of the 50% (i.e., 25% of the match) must be cash-on-hand and dedicated to the project at the time of application.
2. Project Expenditures. The balance of the cash match may be cash receipts for expenditures made toward the project, including purchase of building or site if the site was specifically acquired for the project. The time limit for claiming such expenditures shall be a maximum of 3 years prior to the application deadline.

(d) No more than 50% of the match may be in-kind contributions.
1. Documentation of in-kind contributions shall substantiate fair market value.
2. In-kind contributions must be directly related to the project for which funds are requested.
3. Goods and services must be received and utilized by June 30, 2007.

(e) Matching funds shall directly relate to the specific construction work to be done as described in Attachment A and shall not be operational funds.

(f) Matching funds will be clearly accounted for through documentation maintained at the Grantee's office.

(g) Matching funds for the grant shall not consist of state dollars from any source, nor shall matching funds claimed for any other state grant be allowed to match this grant.

(h) Matching funds may have been expended prior to the start date of this Agreement as long as they are clearly a part of the project described in Attachment A.

(7) Undisturbed Use and Access: The grantee shall maintain undisturbed use of the property for 10 years following the awarding of the grant. The Division may, from time to time, require certification from the Grantee or the property owner that the lease is in full force and effect, that it has not been modified or terminated, and that the Grantee is not in default of the lease's terms and conditions, or in the case of an owner/grantee, documentation of unrestricted ownership. Failure to provide such certification shall constitute a default hereunder which shall give the Division the right to terminate this Agreement and demand the return of all or a part of any funds already delivered or withhold funds from subsequent grants.

(8) Notices, Schedules and Sponsorship. All publications, media productions, and exhibit graphics concerning the project shall include the following statement in the same size, type, style, and location as credit to major donors to the project:

"This project is sponsored in part by the State of Florida through the Florida Department of State, Division of Cultural Affairs, and the Florida Arts Council."

(9) Grant Amendment Requests. The Grantee agrees to file, in a timely manner and before the fact, a Grant Amendment Request for any and all changes in work, including completion dates, other general information, and changes in dollar amounts, as described in this Grant or Attachment A. Changes involving authorized personnel, contact person, or organization address may be accomplished by contacting the Division.

(10) Project Extensions:

(a) Encumbrance Date: If the Grantee finds it necessary to request an extension of the encumbrance date for a single-phase project or a multiphase project, the extension shall not exceed 120 days for any single-phase project or 120 days for any phase of a multiphase project.

(b) Expenditure Date: If the Grantee finds it necessary to request an extension of the expenditure date for a single phase project or a multiphase project, the extension shall not exceed 120 days for any single phase project or 120 days for any phase of a multiphase project.

(11) Changes in Project Scope or Venue: No changes in project scope or venue shall be permitted.

(12) Project Completion:

(a) The project shall be considered to be complete when all grant dollars as described in Attachment A have been expended.

(b) The Grantee shall encumber all funds prior to June 30, 2007 unless a completed Grant Amendment Request form submitted by the Grantee for the extension is approved in advance by the Department. To encumber all funds means that the Grantee has executed one or more contracts with involved parties for all work to be accomplished with grant funds.

(c) Upon completion of the project as described in Attachment A, a Final Report shall be submitted to the Department within 45 days of the completion of the project.

(13) Post Audit: Each nonstate entity that expends a total amount of state awards (i.e., financial assistance from state resources provided to the recipient to carry out a state project) equal to or in excess of $500,000 in any fiscal year of such nonstate entity shall be required to have a state single audit or project-specific audit for such fiscal year in accordance with the requirements of Chapter 215.97 Florida Statutes; applicable rules of the Executive Office of the Governor, Department of Financial Services, and Rules of the Auditor General. The audit must be submitted within nine calendar months following the end of the organization's fiscal year [see Addendum #3 to the Grant Award Agreement].

(14) Accounting Requirements. The Grantee shall maintain an accounting system, which provides for a complete record of the use of all grant funds. This accounting system shall provide for:

(a) The accounting system utilized must be able to specifically identify, and provide audit trails which trace the receipt, maintenance, and expenditure of state funds;

(b) Records that identify adequately the sources and application of funds for all activities related to the grant. These accounting records shall classify and identify grant funds by the same budget categories as approved in the grant application. In cases where grantee's accounting system accumulates data in a different format than in the grant application, subsidiary records should be used to document and reconcile amounts shown in the grantee's accounting records to amounts reported to the Division.

(c) An interest bearing checking account or accounts in a state or federally chartered institution shall be used for revenues and expenses as described in Attachment A. This account shall be used solely for grant expenditures. Any use other than this purpose will be considered to be a violation of this contract;

(d) The name of the account or accounts shall include the grant award number;

(e) Effective control over and accountability for all funds, property, and other assets; and

(f) Accounting records that are supported by source documentation and are in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills, and canceled checks).

(15) Retention and Availability of Accounting Records:

(a) Financial records, executed construction or other project related contracts, supporting documents, interest documentation, statistical records, and all other records pertinent to the grant shall be retained for a period of five years after the filing of the Final Report. If any litigation or an audit is started, or claim made, before the expiration of the five year period, the records shall be retained until the litigation, claim, or audit questions involving the records have been resolved or for five years, whichever is longer.

(b) The Grantee shall make all grant records of expenditures, copies of reports, books, and related documentation available to the Department or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts, and transcripts.

(c) The State of Florida shall cancel this Agreement, and the Grantee shall be obligated to return, in full, the grant amount in the event of such cancellation, should the Grantee refuse to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Grantee.

(16) Entire Agreement. This instrument embodies the whole Agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communication, representation, or Agreement, either verbal or written, between the parties. No amendment shall be effective unless reduced in writing and signed by the parties.

(17) Governing Law:

(a) The Agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws of the State of Florida. Each party shall perform its obligations hereunder in accordance with the terms and conditions of this Agreement.

(b) If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder of the Agreement shall remain in full force and effect and such term of provision shall be deemed stricken.

(18) Conformity. The Grantee agrees that all acts to be performed by it in connection with this Agreement shall be performed in strict conformity with all applicable laws of the State of Florida.

(19) No Discrimination. Grantee will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, race, religion, color, disability, national origin, marital status, or sex. The Grantee shall insert a similar provision in all subcontracts for services by this Agreement.

(20) Termination of Agreement. The Department shall terminate this Agreement because of failure of the Grantee to fulfill its obligations under this Agreement or any other past or present grant award agreement with this Division or any other Division within the Department of State in a timely or satisfactory manner. The Department shall determine satisfaction of obligations by the Grantee. The Department shall provide the Grantee a written notice of default letter. The Grantee shall have 15 calendar days to cure the default. If the default is not cured by the Grantee within the stated period, the Department shall terminate this Agreement. Notice shall be sufficient if it is delivered to the party personally or mailed to its specified address. In the event of termination of this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement prior to the notification of termination. Grant funds previously advanced and not expended on work completed in accordance with the agreement shall be returned to the Department, with interest, upon termination of the agreement.

(21) Preservation of Remedies. No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or default by either party under this Agreement, shall impair any such right, power, or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.

(22) Revenue Shortfall. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event that the state funds on which this Agreement is dependent are withdrawn, this Agreement is terminated and the Department has no further liability to the Grantee, beyond that already incurred by the termination date. In the event of a State revenue shortfall, the total grant will be reduced accordingly. Such termination shall not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed.

(23) Attorney Fees. The Department shall not be liable to pay attorney fees, interest, or cost of collection.

(24) Liability:

(a) The Department shall not assume any liability for the acts, omissions to act or negligence of the Grantee, its agents, servants, or employees; nor shall the Grantee exclude liability for its own acts, omissions to act, or negligence to the Department.

(b) The Grantee agrees to be responsible for claims of any nature, including but not limited to injury, death, and property damage, arising out of activities related to this Agreement by the Grantee, its agents, servants, employees, and subcontractors. Unless the Grantee is a State agency or subdivision of the State, the Grantee agrees to indemnify and hold the Department harmless from claims of any nature and agrees to investigate such claims at its own expense.

(c) The Grantee shall 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 the Department 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.

(d) Neither the State nor any agency or subdivision of the State waives any defense of sovereign immunity, or increase the limits of its liability, upon entering into this contractual relationship.

(25) Independent Capacity of Grantee. The parties hereto agree that the Grantee, its officers, agents, and employees, in performance of this Agreement, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the Department. Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment in the State Career Service. Grantee agrees to take such steps as may be necessary to ensure that each subcontractor of Grantee will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the Department.

(26) Non-Assignment. The Grantee shall not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the Department, which consent shall not be unreasonably withheld. The Agreement transferee must also demonstrate compliance with the requirements of the program. If the Department approves a transfer of the Grantee's obligations, the Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In the event the Legislature transfers the rights, duties, and obligations of the Department to another governmental entity pursuant to section 20.06 Florida Statutes, or otherwise, the rights, duties, and obligations under this Agreement shall also be transferred to the successor governmental entity as if it were an original party to the Agreement.

(27) Binding of Successors. This Agreement shall bind the successors, assigns, and legal representatives of the Grantee and of any legal entity that succeeds to the obligation or the Florida Department of State.

(28) Historic Preservation. In accordance with Section 267.061(2)(a) and (b), the grantee will agree to submit information to the Department of State, Division of Historical Resources, Bureau of Historic Preservation, for determination of historic significance of the project. This will be completed prior to the release of state funds covered under this Agreement. Should the Bureau of Historic Preservation deem the facility to have historic significance, the release of state funds will occur when the Bureau notifies, in writing, the Division of Cultural Affairs that the Grantee has satisfied the requirements set forth in *The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings*, U.S. Department of the Interior, National Park Service, Standards and Guidelines, revised 1990 (incorporated by

reference in 1A-35.007(3)). Should the facility not be deemed to be of historic significance, release of state funds will be governed by other sections within this Agreement.

(29) The Organization must meet the standards of the Americans with Disabilities Act of 1990.

In acknowledgment of Grant Number 07-9101, provided for from funds appropriated in the 2006 Appropriation Act, in the amount of $750,000, Miami-Dade County, certifies that each section has been read and agrees to comply with the requirements set forth in this Grant Award Agreement, and to carry out the work described in Attachment A, attached hereto and made a part of this Agreement.

Department of State:

By: _____
for Secretary of State

_____
Witness

9/26/06
Date

Grantee:

By: Bill Johnson
Authorizing Official*

Bill Johnson, Assistant County Manager
Typed name and title

Teresa Hilert
Witness

9/7/06
Date

***If the authorizing official signing above on behalf of the grantee organization is not the president of the board, another authorized board member or other equivalent official, such individual must sign below.**

On behalf of the board of directors, trustees or commission that governs the Grantee, I hereby acknowledge awareness of, and agree to comply with, the conditions of this Agreement.

N/A
Signature

Typed name and title

Witness

Date

Department of State Regional Cultural Facilities Program 2006-2007
Miami-Dade County, Carnival Center for the Performing Arts
Informational and Directional Kiosks/Acoustical Curtains/Rigging and Winch System

PROJECT NARRATIVE

In July of 1993, the Miami-Dade Board of County Commissioners approved a comprehensive plan to build a major new Performing Arts Center in the heart of downtown Miami. In March 1996, world-renowned architect Cesar Pelli of Pelli Clarke Pelli was chosen as the Center's lead architect. Opening in October 2006, the capital project includes a 2,200 seat Concert Hall, a 2,400 seat Ballet Opera House, a 200-seat black box Studio Theater, an Education Center, a restored 1929 Art Deco Tower, and the 57,000-square-foote Plaza for the Arts, which will unite the Center's buildings across Biscayne Boulevard. Other key members of the design team include theater planning and design consultant Joshua Dachs of Fisher Dachs Associates, Inc. and acoustician Russell Johnson of ARTEC, Inc.

Grant funds will be used to purchase and install informational and directional kiosks around the perimeter of the complex, acoustical curtains in the Ballet Opera House, Rehearsal Hall, Education Center and Banquet Hall, and additions to the rigging and winch system in the Concert Hall. These elements, necessary components of any world-class theater, will allow the Center to mount productions and events in keeping with its mission and to create a "complete" experience for the patron or visitor, extending beyond the performance itself.

Informational and Directional Kiosks: The installation of a total of 20 permanently-placed, illuminated kiosks around the perimeter of the site will convey important information to patrons and visitors, such as event schedules, orientation maps and customer amenities. The communication of information about the Center in an integrated manner fulfills an important customer service function necessary to create welcoming setting for patrons and visitors alike.

Acoustical Curtains: A number of spaces within the facility are designed to provide variable acoustical elements which will serve to increase the flexibility and functionality of the spaces. One major variable acoustic element is the installation of acoustical curtains in the Ballet Opera House Rehearsal Hall, Education Center and Banquet Hall. A similar variable acoustic system exists in the Ballet Opera House auditorium itself, and these installations provide consistent acoustic elements throughout the spaces within the facility.

Rigging and Winch System: The use of the Concert Hall as a multipurpose venue, with multiple configurations and settings is also a central aspect of the programmatic vision for the Center. In order to fully realize these different configurations (such as concert, theater, festival, etc.) and enhance the adaptability and usability of the space, additional rigging from which lighting trusses can be hung will be installed at various points throughout the facility.

The informational and directional kiosks, acoustical curtains and rigging and winch system will ensure that Carnival Center for the Performing Arts can achieve its goal of being one of the top ranked and most technologically advanced performance venues in the United States. Without these items, the Center would not have the technological flexibility and resources necessary to support a wide variety of productions and shows from around the world and to provide patrons and visitors with an inviting and informative environment. These systems will enhance and maximize the number and diversity of performances the Center is able to present and the number of patrons it is able to serve, thereby increasing the facility's revenue potential.

Attachment A

Department of State Regional Cultural Facilities Program 2006-2007
Miami-Dade County, Carnival Center for the Performing Arts
Informational and Directional Kiosks/Acoustical Curtains/Rigging and Winch System

Miami-Dade County will utilize the funding from the State of Florida to purchase these systems and equipment. The total cost of the project proposed to the Regional Cultural Facilities Program 2006-2007 is $7,637,000. This grant represents the $750,000 that has been awarded from the State to cover a portion of the total cost of this project.

PROJECT UPDATES

Change of Project Title:

Formerly Miami Performing Arts Center, the title of the project is now Carnival Center for the Performing Arts, in recognition of a major gift from Carnival Corporation, LLC. in July 2006.

Change of Project Contact Person and Address:

Formerly Bill Johnson of Miami-Dade County, the contact person and address for Miami-Dade County's 2006-2007 Regional Cultural Facilities application is now:

Michael C. Hardy
President and Chief Executive Officer
Carnival Center for the Performing Arts
1300 Biscayne Blvd.
Miami, FL 33132

Attachment A

Department of State Regional Cultural Facilities Program 2006-2007
Miami-Dade County, Carnival Center for the Performing Arts
Informational and Directional Kiosks/Acoustical Curtains/Rigging and Winch System

PROJECT BUDGET

A. EXPENSES	MATCH	STATE
LAND ACQUISITION	0	0
BUILDING ACQUISITION	0	0
ARCHITECTURAL SERVICES	$860,000	0
GENERAL REQUIREMENTS	0	0
SITE CONSTRUCTION	0	0
CONCRETE	0	0
MASONRY	0	0
METALS	$1,631,000	0
WOOD AND PLASTIC	0	0
THERMAL AND MOISTURE PROTECTION	0	0
DOORS AND WINDOWS	0	0
FINISHES	$10,000	0
SPECIALTIES (Kiosks and Acoustical Curtains)	0	$400,000
EQUIPMENT	$3,580,000	$350,000
FURNISHINGS	0	0
SPECIAL CONSTRUCTION	0	0
CONVEYING SYSTEMS	0	0
MECHANICAL	$190,000	0
ELECTRICAL	$616,000	0
SUBTOTALS OF EXPENSES	$6,887,000	$750,000

Department of State Regional Cultural Facilities Program 2006-2007
Miami-Dade County, Carnival Center for the Performing Arts
Informational and Directional Kiosks/Acoustical Curtains/Rigging and Winch System

TOTAL PROJECT EXPENDITURES – MATCH+STATE **$7,637,000**

B. INCOME

	MATCH	STATE
RCF PROGRAM **(this grant)**		$750,000
MATCHING FUNDS		
Total Private Support (Cash)	0	
Total In-Kind Private Support	0	
Corporate Support (Cash)	0	
Total In-Kind Corporate Support	0	
Total Local Government Support (Cash)	0	
Total In-Kind Government Support	0	
Total Federal Government Support (Cash)	0	
Total In-Kind Federal Government Support	0	
Applicant Cash	$6,887,000	
TOTAL MATCH	$6,887,000	

TOTAL PROJECT INCOME (match + grant request) **$7,637,000**

Department of State Regional Cultural Facilities Program 2006-2007
Miami-Dade County, Carnival Center for the Performing Arts
Informational and Directional Kiosks/Acoustical Curtains/Rigging and Winch System

C. PROJECT BUDGET DETAIL

		MATCH	STATE (Grant)
Metals			
♦ Structural Steel Infrastructure		1, 168,000	
♦ Steel Deck Fabrication		$119,000	
♦ Steel Deck Installation		$59,000	
♦ Steel Installation-Bolting & Welding		$285,000	
	Subtotal	$1,631,000	
Specialties			
♦ Informational and Directional Kiosks			$280,000
♦ Acoustical Curtains			$120,000
	Subtotal		$400,000
Equipment			
♦ Rigging and Winch System			$350,000
♦ Compensation Lift		$850,000	
♦ Lighting Fixtures-Concert Hall		$980,000	
♦ Stage Wagons		$1,750,000	
	Subtotal	$3,580,000	$350,000
Mechanical			
♦ Guide Tracks		$40,000	
♦ Motor Assemblies		$50,000	
♦ Kiosk Installation		$100,000	
	Subtotal	$190,000	
Electrical			
♦ Power/Data Line Installation		$254,000	
♦ Electrical Wiring/Tie-Ins		$145,000	
♦ Control Panel Installation		$117,000	
♦ Electrical Upgrades		$100,000	
	Subtotal	$616,000	
Architectural Services			
♦ Site Condition Survey		$15,000	
♦ Shop Drawing Review/Approval		$845,000	
	Subtotal	$860,000	
Finishes			
♦ Edging Beam on Platforms		$10,000	
	Subtotal	$10,000	
SUB - TOTAL		**$6,887,000**	**$750,000**
GRAND TOTAL			**$7,637,000**

Department of State Regional Cultural Facilities Program 2006-2007

Miami-Dade County, Carnival Center for the Performing Arts

Informational and Directional Kiosks/Acoustical Curtains/Rigging and Winch System

PROJECT COMPLETION SCHEDULE

Project	Start	Finish
Informational and Directional Kiosks	August-06	November-06
Acoustical Curtains - Ballet Opera House Rehearsal Hall	August-06	November-06
Acoustical Curtains - Banquet Hall	August-06	November-06
Acoustical Curtains - Peacock Education Center	November-06	January-07
Rigging and Winch System - Concert Hall	January-06	April-07

*Miami-Dade County shall not obligate state funds until the date on which the Grant Award Agreement is executed

CFN 2006R1121625
OR Bk 25017 Pgs 4011 - 4019; (
RECORDED 10/19/2006 09:14:43
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLOR

RESTRICTIVE COVENANT

(Grantee owns land and building.)

THIS RESTRICTIVE COVENANT is hereby entered into this 26 day of SEPTEMBER, 20 06, by **Miami-Dade County** , hereinafter referred to as the "Grantee;" and the State of Florida, Department of State, Division of Cultural Affairs, hereinafter referred to as the "Division".

WHEREAS, the Grantee is the fee simple title holder of the land and the building(s) to be used as a regional cultural facility located at **240 Northeast 13th Street, Miami, Florida 33132**. A legal description of the subject property is attached as Exhibit A and is made a part of this covenant.

WHEREAS, the Grantee has been approved to receive a Regional Cultural Facilities Grant in the amount of **$750,000**, to be administered by the Division and used only for the acquisition, renovation, and construction of the regional cultural facility, as required by Section 265.702(1), Florida Statutes. "Facility" is used herein to refer to the building(s) and associated land that will be used as a "regional cultural facility," as defined herein.

WHEREAS, the Division has authority under Section 265.702(8), Florida Statutes, to require that this restrictive covenant be recorded to ensure that the facility will be used as "regional cultural facility," as defined herein, for at least ten (10) years following execution of the grant award agreement.

NOW THEREFORE, in partial consideration for the Regional Cultural Facilities Grant and in accordance with Section 265.702(8), Florida Statutes, the Parties agree to the following:

1.) This restrictive covenant shall run with the title to the facility and the associated land, shall encumber them, and shall be binding upon the Grantee and its successors in interest for (10) ten years following execution of the grant award agreement.

2.) The grant award shall only be expended for

Project Title: Miami Performing Arts Center (07-9101)

CIRCUIT AND COUNTY COURTS
CLERK
DADE COUNTY, FLORIDA

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3.) For the required duration of this covenant, the Parties agree that the Grantee shall own all improvements made to the facility and the associated land, funded in whole or in part by grant funds.

4.) The Division has the right to inspect the facility at all reasonable times to determine whether the conditions of the grant award agreement and this covenant are being complied with.

5.) The Grantee shall maintain the facility as a "regional cultural facility," defined as an existing or proposed fixed facility that is primarily engaged in the disciplines of dance, music, theater, visuals arts, literature, media arts, interdisciplinary and multidisciplinary, programs of museums, and able to satisfy the requirements of section 265.702(5), Florida Statutes.

6.) This restrictive covenant will be violated if the Grantee or its successors in interest do not use the facility as a regional cultural facility, as defined above, within ten (10) years following execution of the grant award agreement. If the Grantee violates this covenant, it shall repay the grant funds to Division pursuant to the amortization schedule set forth below:

a. If the violation occurs within five (5) years following the execution of the grant award agreement, 100% of the grant amount;

b. If the violation occurs more than five (5) but less than six (6) years following execution of the grant award agreement, 80% of the grant amount;

c. If the violation occurs more than six (6) but less than seven (7) years following the execution of the grant award agreement, 65% of the grant amount;

d. If the violation occurs more than seven (7) but less than eight (8) years following execution of the grant award agreement, 50% of the grant amount;

e. If the violation occurs more than eight (8) but less than nine (9) years following execution of the grant award agreement, 35% of the grant amount; and

f. If the violation occurs more than nine (9) but less than ten (10) years following execution of the grant award agreement, 20% of the grant amount.

7.) Any amount due from the Grantee as a result of a violation of this restrictive covenant shall be due in full within 90 days of the violation, or some other period of time as agreed upon by the parties.

8.) If the entire amount due under the provisions of paragraph six (6) is not repaid by the Grantee within the time allotted, the Parties agree that the Division may obtain a stipulated judgment against the Grantee for the amount due plus interest at the current legal rate, and record it in the public records of the county where the land and cultural facility are located. The Parties further agree that such a judgment shall be a stipulated judgment by virtue of full execution of this restrictive covenant; that it shall not require further approval of the Grantee to obtain; and that no trial or hearing shall be necessary to make such a stipulated judgment legally effective. Such a judgment, when recorded, shall be considered a valid lien upon Grantee's interest in the facility and the associated land, including all improvements funded in whole or part by grant funds.

9.) As a condition to receipt of grant funds, the Grantee shall:
a. Record this covenant in the public records with the Clerk of the Circuit Court of **Miami-Dade** County, Florida;
b. Pay fees associated with its recording; and
c. Provide a certified copy of the recorded covenant to the Division.

10.) The Parties agree that the Division shall incur no tax liability as a result of this covenant.

IN WITNESS WHEREOF, the Grantee hereby affirms that he/she has read this restrictive covenant, understands and agrees to its terms, and hereby affixes his/her signature accordingly.

Florida Department of State
Division of Cultural Affairs
R. A. Gray Building, 3rd Floor
500 S. Bronough Street
Tallahassee, Florida 32399

Staci Bienvenu
Preparer

500 S. Bronough Street
Preparer Address

Tallahassee FL 32399
City State Zip

WITNESSES:

Terea Hebert
First Witness Signature

Terea Hebert
First Witness Name (print)

Chantal B. Honoré
Second Witness Signature

Chantal C. Honoré
Second Witness Name (print)

PARTIES:

Bill Johnson
GRANTEE SIGNATURE

Bill Johnson
GRANTEE NAME (print)

1300 Biscayne Blvd.
GRANTEE ADDRESS

Miami FL 3313
City State Zip

The State of Florida
County of Miami-Dade

I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, that

Bill Johnson personally
(Name)

appeared as Asst. County Manager for Miami-Dade County
(Position) (Name of Qualifying Entity)

known to me to be or proved to my satisfaction that he/she is the person described in and who executed the foregoing instrument.

Type of Identification Produced

_____

Executed and sealed by me at Miami, Florida on September 7 (2006)

_____.

Notary Public in and for

The State of Florida

My commission expires: 11/6/07

[SEAL]

JUDY LITT PINE
Comm# DD[illegible]
Expires 11/6/2007
Bonded thru (800)432-4254
Florida Notary Assn., Inc

Judy Litt Pine

First Witness Signature

Danielle Wright

First Witness Name (print)

Second Witness Signature

M. Gaylen Phillips

Second Witness Name (print)

DIVISION OF CULTURAL AFFAIRS

Sandy Shaughnessy

DIV. REPRESENTATIVE NAME (Print)

Department of State
Division of Cultural Affairs
R.A. Gray Building, 3rd Floor
500 S. Bronough St.
Tallahassee, Florida 32399

The State of Florida
County of Leon

I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, that

Sandy Shaughnessy personally
(Name)

appeared as Director for the Florida Department of State,
(Position)
Division of Cultural Affairs known to me to be or proved to my satisfaction that he/she is the person described in and who executed the foregoing instrument.

Type of Identification Produced

Personally Known

Executed and sealed by me at Tallahassee, Florida on 26 September, 20

Doris McDuffie.

Notary Public in and for

The State of

Doris McDuffie
Commission # DD549622
Expires May 8, 2010
Bonded Troy Fain - Insurance, Inc. 800-365-7019

My commission expires: _____

[SEAL]

EXHIBIT A

LEGAL DESCRIPTION

Tract "A" of BOULEVARD TRACT, Plat Book 100, Page 65, of the Public Records of Dade County, Florida, LESS that portion of Lot 1, Block 3, of PERSHING COURT, Plat Book 4, Page 147 of the Public Records of Dade County, Florida, which lies East of the East right of way line of N.E. 2nd Avenue and which lies within Tract "A" of Boulevard Tract, Plat Book 100, Page 65, of the Public Records of Dade County, Florida.

Also described as:

Tract "A" of BOULEVARD TRACT according to the Plat thereof, recorded in Plat Book 100, at Page 65 of the Public Records of Dade County, Florida; the North 5 feet and the South 10 feet thereof are subject to mapped (zoned) street lines.

RECORDED IN OFFICIAL RECORDS BOOK OF DADE COUNTY, FLORIDA.
RECORD VERIFIED
Clerk of Circuit & County Courts

EXHIBIT "A"
TO SPECIAL WARRANTY DEED,
by and between
KNIGHT-RIDDER INC. and DAGREN, INC.,
both Florida corporations,
and
MIAMI-DADE COUNTY,
a political subdivision of the State of Florida

LEGAL DESCRIPTION

All of Tract B of PERFORMING ARTS CENTER OF MIAMI according to the Plat thereof, as recorded in Plat Book 155 at page 50 of the Public Records of Miami-Dade County, Florida.

* * *

OFF REC 19505 PG. 1692

EXHIBIT "B"
TO SPECIAL WARRANTY DEED,
by and between
KNIGHT-RIDDER INC. and DAGREN, INC.,
both Florida corporations,
and
MIAMI-DADE COUNTY,
a political subdivision of the State of Florida

LEGAL DESCRIPTION OF PUBLIC UTILITY EASEMENT

The North 15 feet of Tract B of PERFORMING ARTS CENTER OF MIAMI according to the Plat thereof, as recorded in Plat Book 155 at page 50 of the Public Records of Miami-Dade County, Florida.

* * *

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA
RECORD VERIFIED
HARVEY RUVIN
CLERK CIRCUIT COURT

STATE OF FLORIDA, COUNTY OF DADE
I HEREBY CERTIFY that this is a true copy of the
original filed in this office on 19 day of
October, A.D. 20 06
In Witness Whereof and Official Seal.
HARVEY RUVIN, CLERK, of Circuit and County Courts
By _____ D.C.

CIRCUIT AND COUNTY COURTS
CLERK
IN GOD WE TRUST
DADE COUNTY, FLORIDA

07-9101

CONTRACT LANGUAGE
ADDENDUM #3

The administration of resources awarded by the Department of State to the recipient may be subject to audits and/or monitoring by the Department of State, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A- 133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends $300,000 *($500,000 for fiscal years ending after December 31, 2003)* or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department of State by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of State. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the recipient expends less than $300,000 *($500,000 for fiscal years ending after December 31, 2003)* in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than $300,000 *($500,000 for fiscal years ending after December 31, 2003)* in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. Information related to the requirements of Section 215.97, Florida Statutes, (the Florida Single Audit Act) and related documents may be found at www.fsaa.state.fl.us.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 2 15.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such recipient (for fiscal years ending September 30, 2004 or thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 2 15.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. Information related to the requirements of Section 215.97, Florida Statutes, (the Florida Single Audit Act) and related documents may be found at www.fsaa.state.fl.us.

PART III: OTHER AUDIT REQUIREMENTS

If the recipient expends less than $500,000 in state financial assistance in its fiscal year, it is not required to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes; however, the recipient will be required by the Department of State to submit other financial information as required by the terms of the Grant Award Agreement or required by Florida law.

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

   A. The Department of State at each of the following addresses:

      Department of State
      Division of Cultural Affairs
      R. A. Gray Building, 3rd Floor
      500 South Bronough Street
      Tallahassee, FL 32399-0250

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse Bureau
of the Census
1201 East 10th Street
Jeffersonville, IN 47132

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A- 133, as revised.

2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A- 133, as revised, is not required to be submitted to the Department of State for the reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Department of State
Division of Cultural Affairs
R. A. Gray Building, 3rd Floor
500 South Bronough Street
Tallahassee, FL 32399-0250

3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of State at each of the following addresses:

Department of State
Division of Cultural Affairs
R. A. Gray Building, 3rd Floor
500 South Bronough Street
Tallahassee, FL 32399-0250

B. The Auditor General's Office at the following address:

Auditor General's Office Room 401,
Pepper Building 111 West Madison
Street Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by PART III of this agreement shall be submitted by or on behalf of the recipient directly to:

A. The Department of State at each of the following addresses:

Department of State
Division of Cultural Affairs
R. A. Gray Building, 3rd Floor
500 South Bronough Street
Tallahassee, FL 32399-0250

5. Any reports, management letter, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with OMB Circular A- 133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department of State, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department of State.

EXHIBIT – 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

N/A

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

NOTE: If the resources awarded to the recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.

Federal Program:

N/A

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENTCONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

N/A

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

N/A

State Project Department of State CSFA No. 45.041 Regional Cultural Facilities Program
Grant Number: **07-9101**, for the project "**Miami Performing Arts Center**," Grant Award: **$$750,000**

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

The compliance requirements of this state project may be found in Part Six (Guidance for Auditing Projects Not Included in the Compliance Supplement) of the State Projects Compliance Supplement located at www.fsaa.state.fl.us.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 2 15.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

Division of Cultural Affairs
500 S. Bronough Street, 3rd Floor
Tallahassee, FL 32399-0250

Grant # 07-9101

Assurance of Compliance and Signature Authorization Form

- By signing this form, the Grantee certifies that the documents enclosed in the Grant Award package have been read and fully understood.
- The Grantee is required to comply with all terms and conditions outlined in the documents referred to above. The undersigned assures compliance on behalf of the Grantee. This compliance includes assurance that adequate procedures will be in place to collect statistical information required for reporting purposes in the most accurate and reliable method possible.
- These Authorized Officials have the authority to enter into contractual agreements on behalf of the organization. Only those individuals signing below or their successors of similar rank may sign other documents relating to this grant.

1) Assistant County Manager — Bill Johnson
TITLE of organization head authorized to enter into contractual agreements for the organization. — **SIGNATURE**

Bill Johnson — 9/7/06
TYPED NAME OF AUTHORIZING OFFICIAL — **DATE**

2) N/A
TITLE of Official with delegated authority in the absence of official listed in #1 above. — **SIGNATURE**

TYPED NAME OF DELEGATED OFFICIAL — **DATE**

3) Confirmation of Grant Contact Person: Please note the name of the grant contact person as in grant award letter. Is this person still the contact person for this YES ____ NO ✓

If No, please indicate new contact person: **Check one:** Mr. ✓ Mrs. ____ Ms. ____ Dr. ____

Michael C. Hardy
TYPED NAME OF GRANT CONTACT PERSON

Michael C. Hardy — 8/24/06
SIGNATURE — **DATE**

Should the former contact person be deleted from other current grant YES ✓ NO ____

4) Confirmation of address: Please note the address as it appears on the award letter. Is this the address? YES ____ NO ✓ If NO, indicate new address:

Carnival Center for the Performing Arts
(Name of Organization)

1300 Biscayne Blvd.
(Street)

Miami, FL — 33132 - 1422
(City) (Zip)

Revised 3/1/03