

**Date:** June 30, 2015

**To:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

Agenda Item No. 8(C)(2)

**From:** Carlos A. Gimenez  
Mayor

**Subject:** FY 2014-2015 Grant Recommendation to the Museum of Contemporary Art, Inc.

Resolution No. R-559-15

### Recommendation

It is recommended that the Board approve a grant in the amount of \$75,000.00 from the Department of Cultural Affairs' Targeted Initiatives grants to the Museum of Contemporary Art, Inc.

### Scope

The impact of this item agenda item is countywide. The Museum of Contemporary Art is located at 770 NE 125 Street, North Miami, Florida 33161, which is located in County Commission District 2, represented by Chairman Jean Monestime.

### Fiscal Impact/Funding Source

Funding for Targeted Initiatives comes from the Department of Cultural Affairs' approved departmental revenues, as adopted in the Fiscal Year 2014-2015 County budget ordinance. Targeted Initiatives are disbursed through Index Code CUGRANTS, sub-object code 60626 and drawn from Fund 125, Subfund 127.

### Delegation of Authority

Authority for executing contracts for this grant resides with the Mayor or his designee; authority for amending and exercising all provisions, including cancellation provisions contained in the contract for this grant, is delegated to the Department Director.

### Track Record/Monitor

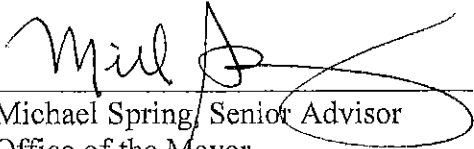
The Museum of Contemporary Art, Inc. has a track record for responding to Departmental grant requirements and contractual conditions. Michael Spring, Director of the Miami-Dade County Department of Cultural Affairs, is responsible for monitoring this grant contract.

### Background

The leadership team at the Museum of Contemporary Art, Inc., together with the City of North Miami, have been steadily pursuing efforts to sustain and restructure a contemporary art museum in North Miami. In recognition of the benchmarks achieved to date, the advances being made to reposition and build the capacity of the museum as a cultural institution, and the artistic, educational and community impacting programming it is providing to the public, a \$75,000.00 grant is recommended.

Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners  
Page No. 2

The Cultural Affairs Council reviewed and unanimously recommended the approval of this grant at its meeting on April 15, 2015.

A handwritten signature in black ink, appearing to read "Michael Spring", is written over a horizontal line. The signature is stylized and extends to the right of the line.

Michael Spring / Senior Advisor  
Office of the Mayor



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

**DATE:** June 30, 2015

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

**SUBJECT:** Agenda Item No. 8(C)(2)

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 Mayor'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 \_\_\_\_\_

Agenda Item No. 8(C)(2)  
6-30-15

RESOLUTION NO. R-559-15

RESOLUTION AUTHORIZING THE FUNDING OF A GRANT IN THE AMOUNT OF \$75,000.00 FROM THE DEPARTMENT OF CULTURAL AFFAIRS FISCAL YEAR 2014-2015 TARGETED INITIATIVES GRANTS TO THE MUSEUM OF CONTEMPORARY ART, INC.; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE GRANT AGREEMENT AND TO EXERCISE ALL PROVISIONS, INCLUDING THE CANCELLATION PROVISIONS, CONTAINED THEREIN

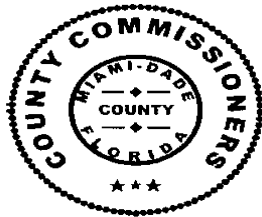
**WHEREAS**, the Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board approves the funding of a grant in the amount of \$75,000.00 from the Fiscal Year 2014-2015 Targeted Initiatives grants to the Museum of Contemporary Art, Inc., and authorizes the County Mayor or County Mayor's designee to execute a grant agreement, in substantially the form attached hereto for and behalf of Miami-Dade County, Florida, and to exercise all provisions, including the cancellation provisions, contained therein.

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

Jean Monestime, Chairman	aye		
Esteban L. Bovo, Jr., Vice Chairman	aye		
Bruno A. Barreiro	aye	Daniella Levine Cava	aye
Jose "Pepe" Diaz	absent	Audrey M. Edmonson	aye
Sally A. Heyman	aye	Barbara J. Jordan	aye
Dennis C. Moss	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye	Xavier L. Suarez	aye
Juan C. Zapata	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 30<sup>th</sup> day of June, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.



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

HARVEY RUVIN, CLERK

By: **Christopher Agrippa**  
 Deputy Clerk

Approved by County Attorney as  
 to form and legal sufficiency.

Monica Rizo Perez



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

**FY 2014-2015 Targeted Initiatives Grants Program**

**GRANT AWARD AGREEMENT - ARTICLE I**

The Miami-Dade County Department of Cultural Affairs and the Cultural Affairs Council, the Mayor and the Board of County Commissioners are pleased to announce that Miami-Dade County has awarded a grant as described herein to **Museum of Contemporary Art, Inc.** (hereinafter referred to as the Grantee). The grant award, acknowledging that the Grantee is performing a public service through its programs and projects, is awarded as follows:

**GRANTEE AND GRANT DESCRIPTION**

- 1. GRANTEE: **Museum of Contemporary Art, Inc. (EIN# 59-2085261)**  
770 N.E. 125 Street  
North Miami, Florida 33161
- 2. AMOUNT OF GRANT: **\$ 75,000**
- 3. PROJECT: **FY2014-2015 Program Activities**  
(as described in the program application, and any revisions in the Restatement of Project Budget attached hereto)
- 4. ITEMIZED PROJECT BUDGET: (as described in the Restatement of Project Budget attached hereto)
- 5. GRANT START DATE: **October 1, 2014**
- 6. GRANT END DATE: **September 30, 2015**
- 7. REPORT DEADLINE: **November 14, 2015**

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

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

\_\_\_\_\_  
Clerk, Miami-Dade County  
Board of County Commissioners

\_\_\_\_\_  
County Mayor / Designee

**GRANTEE:** Articles I, II, III, IV and V, together with their exhibits, the Restatement of Project Budget, original application and Universal Affidavit, make up this grant award contract. In signing this article, the undersigned officials, on behalf of the Grantee, certify that they have read and will abide by the terms and considerations set forth in the General Terms and Conditions for Grants (Articles II, III, IV and V) dated October, 2014 as provided with the grant award package, and with those provisions outlined in the notarized and attached Universal Affidavit. Further, the Grantee agrees that the funded project will be executed in substantially the form outlined in the original application as approved for funding; in accordance with the program guidelines of the **Targeted Initiatives Grants Program** and within the scope of budget submitted in the attached Restatement of Project Budget.

(Grantee's Corporate Seal)



Approved for form and legal sufficiency by the Miami-Dade County Attorney (10/2014).

*Babacar MBOW*  
\_\_\_\_\_  
Signature Authorized Official #1

**BABACAR MBOW, Executive Director**  
\_\_\_\_\_  
Printed Name/Title Authorized Official #1

*[Signature]*  
\_\_\_\_\_  
Signature Authorized Official #2

**AVAN D. WAUFLE, Asst. Director**  
\_\_\_\_\_  
Printed Name/Title Authorized Official #2

**MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS**  
**GENERAL TERMS AND CONDITIONS FOR GRANTS (October, 2014) – ARTICLES II, III, IV and V**

**ARTICLE II**

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

2. **Amount and Payment of Grant Award:** The total amount of the grant is specified in Article I.2. By making this grant, Miami-Dade County assumes no obligation to provide financial support of any type whatever in excess of the total grant amount. Cost overruns are the sole responsibility of the Grantee. Grant funds will be supplied to the Grantee once the award is approved and subject to the conditions and limitations as outlined in the Agreement and its accompanying articles and attachments.

Miami-Dade County's obligation to pay the award under the Agreement is contingent upon an appropriation by the Miami-Dade County Mayor and the Board of County Commissioners and on the availability of funds. In the event that County funds on which the Agreement is dependent do not materialize or are withdrawn, the Agreement is terminated and the County has no further liability to the Grantee, beyond that already incurred by the termination date. In the event of a County revenue shortfall, the total grant will be reduced accordingly. Such termination or reduction of the total grant shall not affect the responsibility of the Grantee under the Agreement as to those funds distributed.

3. **Project Description:** The Grantee may use the grant only for the purposes which are specifically described in Article I.3, designated "Project," as documented in the Grantee's program application and in accordance with the published guidelines of the grant program through which this grant is being awarded. Any necessary changes in the scope of the project are cited in the attached Restatement of Project Budget. Further, it is expressly understood and agreed that the Grantee's program(s) supported by these grant funds must be open and accessible to the public, provide public exposure and benefit the public unless otherwise noted under Article V, "Special Conditions," of the Agreement.

Amendments to this Agreement and/or minor project revisions believed to be necessary for the purpose of completing the project, but which do not increase the amount of the grant award or substantially alter the original project, its quality, impact, or benefit to the organization, the County or its citizens, must be submitted/requested in writing to the Director sufficiently prior to implementation of revisions for the Director's execution (in the case of an amendment) or approval (in the case of a revision). Minor revisions include, but are not limited to those affecting project scope, venue, artistic selections, program titles, timeframe and participants. The Director will make the final determination on revisions within fourteen (14) business days of the date of receipt of the request in the Department of Cultural Affairs' offices.

4. **Project Budget:** The Grantee agrees to demonstrate fiscal stability and the ability to administer grant funds responsibly and in accordance with standard accounting practices by developing and adhering to a project budget that is based upon reasonable revenue development and expenditures projected to accomplish the project covered under the Agreement. This budget is referenced in Article 1.4 and is attached to the Agreement as the Restatement of Project Budget, and the Grantee agrees that all expenditures will be subject to the terms of the Agreement and will not significantly deviate from the budget included as a part of the Grantee's program application or funding request information provided to the Miami-Dade County Department of Cultural Affairs. **The Grantee agrees and expressly understands that any grant budget revisions including line item changes necessary for the purpose of completing the project must be requested in writing to the Director for his consideration prior to the Grant End Date stated in Article 1.6 and that any requested changes may not exceed twenty-five percent (25%) of the total amount of the grant award.** The Director will approve or disapprove the Grantee's request in writing within fourteen (14) business days of the date of receipt of the request in the Department's offices.

5. **Grant End Date:** The Grantee shall encumber all grant and matching funds on or before the Grant End Date as outlined in Article I.6. Any grant funds not encumbered by the Grant End Date or for which a project extension has not been requested, or any encumbered funds not expended within forty-five (45) days of the Grant End Date shall revert to the Department

and the Agreement shall be terminated in accordance with Article II.14. A project extension may be requested in writing from the Director at least thirty (30) business days prior to the Grant End Date. The Director, at his discretion, may grant an extension of up to one (1) year of the Grant End Date so long as such extension will not significantly alter the project including its quality, impact, or benefit to the organization, the County or its citizens.

**6. Report Deadline:** To demonstrate that the Grantee has used the grant award for the project as approved (Article I.3.) and the Itemized Project Budget (Article I.4.) as attached to the Agreement as the Restatement of Project Budget, and has met and fulfilled all requirements as outlined in the Agreement, original application, and any other substantive materials as may be attached or included as a condition to this grant award, the Grantee must submit to the Director or his designee, a written Final Report documenting that the Grantee is meeting or has fulfilled all project and financial requirements. This report is to be received by the Director or his designee by the date specified in Article 1.7. In the form specific to the program through which this grant is being awarded. **The Grantee agrees and expressly understands that in making Final Report to the Department, any deviation from the grant expense budget attached to the Agreement as the Restatement of Project Budget must be requested in writing to the Director for his consideration prior to the Grant End Date stated in Article 1.6 and that any requested changes may not exceed twenty-five percent (25%) of the total amount of the grant award.** The Director, at his sole discretion, may require the Grantee to submit interim reports demonstrating progress on the project and accounting for project expenses to date. The Director may also require that a compilation statement or independent financial audit encompassing the entire grant period and accounting for the expenditure of grant funds be prepared by an independent certified public accountant at the expense of the Grantee.

With the exception of grants made through the Major Cultural Institutions Grants Program, the Grantee shall attach to the Final Report, copies of original documentation conclusively demonstrating the expenditure of funds for the items indicated in the Restatement of Project Budget as grant award expenses. Documentation shall include, but not be limited to, copies of original bills, invoices, vouchers, receipts, and copies of canceled checks (front and rear) clearly designating payment for expenses associated with the event. Cash transactions are not acceptable unless a copy of a contract, invoice, receipt or other documentation supporting such cash payment is received, marked "paid" and signed by the recipient of the cash. The Director reserves the right to request original documentation to substantiate grant expenditures.

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

In the event that the Grantee fails to submit the required Final Report by the deadline date specified in Article 1.7., the Director may terminate the Agreement in accordance with Article II.14. Further, the Director or his designee must approve this report before the Grantee is deemed to have met all conditions of the grant award.

**7. Program Monitoring and Evaluation:** The Director or his designee may monitor and conduct an evaluation of the Grantee's operations and the project for which this grant is provided, which may include visits by County representatives to: observe the project or Grantee's programs, procedures, and operations; discuss the Grantee's programs with the Grantee's personnel; and/or evaluate the public impact of these funded events and activities.

Upon request, the Grantee shall provide the Director with notice of all meetings of its Board of Directors or governing board, general activities and project-related events. In the event the Director or his designee conclude, as a result of such monitoring and/or evaluation, that the Grantee is not in compliance with the terms of the Agreement, is not fulfilling other program requirements or stipulations for which this Grant has been provided or for other reasons which significantly impact on the Grantee's ability to fulfill the conditions of this grant award, the Director or his designee must provide in writing to the Grantee, within thirty (30) days of the date of said monitoring/evaluation, notice of the inadequacy or deficiencies noted which may significantly impact on the Grantee's ability to complete the project or fulfill the terms of the Agreement within a reasonable time frame. If Grantee refuses or is unable to address the areas of concern within thirty (30) days of receipt of such notice, the Director, at his discretion, may take other actions, which may include the withholding, reduction or rescission of grant funds until such time as the Grantee can demonstrate that such issues have been corrected.



Further, in the event that the Grantee refuses or is unable to address the areas of concern and the grant award has been disbursed in full or in part, then the Director may request the return of the full or partial grant payment. At the Director's sole discretion, a Grantee found to be deficient or in default of a previous grant contract may be declared permanently ineligible to apply to the Department of Cultural Affairs' grants programs. Reinstating the Grantee's eligibility to apply is also at the Director's sole discretion, and may only be considered subsequent to all deficient areas on prior grants having been addressed to the satisfaction of the Director.

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

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

**9. Accounting and Financial Review:** The Grantee must keep accurate and complete books and records for all receipts and expenditures of this grant award and any matching funds required in conformance with reasonable general accounting standards. These books and records, as well as all documents pertaining to payments received and made in conjunction with this grant, such as vouchers, bills, invoices, receipts and canceled checks, shall be retained in Miami-Dade County in a secure place and in an orderly fashion by the Grantee for at least two (2) years after the Grant End Date specified in Article 1.6.; the expiration of an extended grant period as approved by the Director; the completion of a County requested or mandated audit or compliance review; the conclusion of a legal action involving the grant award, the Grantee and/or project or activities related to the grant award.

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

**10. Publicity and Credits:** The Grantee must include the following credit line in all promotional and marketing materials related to this grant including websites, news and press releases, public service announcements, broadcast media, event programs, and publications: **"With the support of the Miami-Dade County Department of Cultural Affairs and the Cultural Affairs Council, the Miami-Dade County Mayor and Board of County Commissioners."** The grantee must also use the County's logo in marketing and publicity materials, including but not limited to newsletters, press releases, brochures, fliers, websites or any other materials for dissemination to the media or general public. Please call the Department to request an electronic logo file or download it from our website ([www.miamidadecountys.org](http://www.miamidadecountys.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.

In addition, grantees receiving funds through the YEP, SAS-C and AKI grant programs must include The Children's Trust logo and the following statement in all materials related to the grant project, including but not limited to newsletters, press releases, brochures, fliers, websites or any other materials for dissemination to the media or general public:

**"The (insert event/program name) is funded by The Children's Trust. The Children's Trust is a dedicated source of revenue established by voter referendum to improve the lives of children and families in Miami-Dade County by making strategic investments in their future."** To download an electronic version of The Children's Trust logo, please go to: [The Children's Trust Media Kit & Logos](#).

Note: In cases where funding by The Children's Trust represents only a percentage of the grantee's overall funding, the above language can be altered to read "The (insert event/program name) is funded in part by The Children's Trust..."

**11. Liability and Indemnification:** It is expressly understood and intended that the Grantee, as the recipient of grant funds, is not an officer, employee or agent of Miami-Dade County, its Board of County Commissioners, its Mayor, the Department of

Cultural Affairs or the Cultural Affairs Council. Further, for purposes of the Agreement and the grant project or activity, the parties hereto agree that the Grantee, its officers, agents and employees are independent contractors.

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

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

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

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

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

- (a) County Ordinance No. 72-82 - Miami-Dade County's Conflict of Interest and Code of Ethics Ordinance - as amended, which is incorporated herein by reference as if fully set forth herein;
- (b) Section 2-8.1- of the Miami-Dade County Code - Ownership Disclosure;
- (c) County Ordinance No. 90-133- Amending Sec. 2-8.1; (d)(2) - Employment Disclosure;
- (d) Section 2-8.6 -of the County Code - Criminal Record;
- (e) County 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;
- (g) County Resolution R-385-95 - Miami-Dade County Disability Nondiscrimination Affidavit, incorporating the following Federal laws and Acts:
  - (1) The Americans with Disabilities Act of 1990 (ADA), Pub.L. 101-336, 104 Stat. 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment;
  - (2) Title II, Public Services;
  - (3) Title III, Public Accommodation and Services Operated by Private Entities; and Section 504 of the Rehabilitation Act of 1973;
  - (4) Title IV, Telecommunications;
  - (5) Title V, Miscellaneous Provisions: The Rehabilitation Act of 1973, 29 U.S.C. Section 794; The Federal Transit Act, as amended 49 U.S.C. Section 1612; The Fair House Act as amended, 42 U.S.C. Section 3601 - The foregoing requirements of this section shall not pertain to contracts

- with the United States or any department or agency thereof, or the State or any political subdivision or agency thereof or any municipality of this State;
- (h) Section 2-8.1 (c) of the County Code regarding Delinquent and Currently Due Fees or Taxes

The Grantee has certifiably indicated compliance with these laws, ordinances and resolutions by properly executing the affidavits attached hereto.

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

**14. Remedies:** In the event the Grantee shall fail to materially conform with any of the provisions of the Agreement or its attachments referenced herein, the Director may withhold or cancel all, or any, unpaid installments of the grant upon giving five (5) calendar days written notice to the Grantee, and the County shall have no further obligation to the Grantee under the Agreement. Further, in the event of a material breach of any term or condition of the Agreement, upon five (5) calendar days written demand by the Director, the Grantee shall repay to Miami-Dade County all portions of the grant which have been received by the Grantee, but which have not actually been disbursed by the Grantee as of the date that the written demand is received.

In the event this grant is canceled or the Grantee is requested to repay grant funds because of a breach of the Agreement, the Grantee may be declared permanently ineligible to apply to the Department of Cultural Affairs' grants programs. Reinstating the Grantee's eligibility to apply is also at the Director's sole discretion, and may only be considered subsequent to all deficient areas on prior grants having been addressed to the satisfaction of the Director. Further, the Grantee will be liable to reimburse Miami-Dade County for all unauthorized expenditures discovered after the expiration of the grant period. The Grantee will also be liable to reimburse the County for all lost or stolen grant funds.

Grant funds which are to be repaid to Miami-Dade County pursuant to this Section or other Sections in the Agreement, are to be repaid by delivering to the Director a certified check for the total amount due, payable to the Miami-Dade County Board of County Commissioners.

These provisions do not waive or preclude the County from pursuing any other remedy, which may be available to it under the law.

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

**16. Written Notices:** Any written notices required under the Agreement will become effective when delivered in person or upon the receipt of a certified letter addressed to the Grantee at the address specified in Article I.1 of the Agreement, and to the Director when addressed as follows: Director, Miami-Dade County Department of Cultural Affairs, 111 NW First Street, Suite 625, Miami, Florida 33128.

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

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

### ARTICLE III - INSURANCE

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

1. Workers 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 must indicate that no modification or change in insurance shall be made without thirty (30) days advance written 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.

#### 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 the 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 - SPECIAL CONDITIONS

Indirect costs may not be assigned to, charged against or debited from County grant funds.

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.

Under County Commission resolution R-700-13, no more than 25% of the Grantee's administrative budget (i.e., salaries, benefits and fringes for the Grantee's management personnel; general overhead costs; clerical or administrative personnel who do not directly provide the services required pursuant to the Grantee's contract with the County) may be paid from Miami-Dade County General Funds. If the Grantee receives funds from multiple County sources that include Miami-Dade County General Funds, the aggregate

12

total of funds received by the Grantee from all County sources may not be used for more than 25% of the Grantee's administrative budget.

Grant funds may not be used for any of the following types of expenses: proposal preparation; repayment of prior debt or deficit reduction; debts, contingencies, fines and penalties, interest and other financial costs; expenses incurred or obligated prior to or after the grant period; building, renovating or remodeling of facilities or capital items; travel or transportation costs to cover expenses for staff travel or presenting programs/activities outside of Miami-Dade County; remuneration of County employees for any services rendered as part of a project receiving a grant through the Department of Cultural Affairs; social/fundraising events; beauty pageants; sporting events played or hosted outside of Miami-Dade County; income generating events for an organization other than the applicant organization; hospitality costs including private entertainment, food, beverages, decorations or affiliate personnel; cash prizes, awards, plaques, or scholarships; re-granting; lobbying the County Commission or the Mayor, the judicial branch, or any public agency or office, or for propaganda materials; charitable contributions or donations; or events which are restricted to private or exclusive participation (by invitation and/or purchase requirements that exceed the cost of a typical, standard ticket to an event/performance), including restricting access to programs or facilities on the basis of race or ethnicity, color, creed, national origin, religion, age, gender, sexual orientation or physical ability.

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS  
RESTATEMENT OF PROJECT BUDGET

**Fiscal Year:** FY 2014-2015  
**Grant Program Name:** Targeted Initiatives Grants Program  
**Organization Name:** Museum of Contemporary Art, Inc.  
**Program/Project Title:** FY2014-2015 Program Activities  
**Grant Start Date:** October 1, 2014  
**Grant End Date:** September 30, 2015

**Program/project description as per the application:**

Grant funds will be used to support MOCA's efforts to continue its growth as a leading cultural institution focused on making contemporary art accessible to one of the most diverse audiences in the country delivering accessible and inclusive education and outreach programs in Miami-Dade County and beyond.

EXHIBITIONS:

September 25, 2014 - November 2, 2014

*Third Space: Inventing the Possible*

November 23, 2014 - January 5, 2015

*Irreversible Winners Exhibition*

December 2, 2014 - February 2, 2015

*Shifting the Paradigm: The Art of George Edozie*

February - March 2015

Micro Exhibitions

- *Surviving the Holocaust: The Rediscovery of the Art of Bohumil Samuel Kecler* ; MOCA Pavilion
- *Purvis Young: Under the Bridge, Beyond the Beach and Above the Moon* ; MOCA Galleries
- *Wearable Art: Les Bijoux de Carol Hagglag* ; MOCA Giftshop

March 21, 2015 - May 30, 2015

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS  
RESTATEMENT OF PROJECT BUDGET

*Alternative Contemporaneity: From Temporary to Permanent Autonomous Zones*

June 16, 2015 - August 16, 2015

Mnemonics: From the MOCA Permanent Collection

August 29, 2015 - November 2, 2015

Multi-logue for the Human: The Art of Peter Wayne Lewis

ACTIVITIES

TEEN PROGRAMS

Free daily after-school classes; 4-6 pm; Monday through Friday, 8-week sessions.

Core Classes provide students with a foundation in elements and principles of visual arts, art history and vocabulary and skill based instruction

Enrichment Classes supplement core classes enhancing creative career development, engagement and expression. Fieldtrips; focused on Miami-Dade County art resources.

Arts Showcase: Includes a visual arts exhibition, an arts/dance/movement performance and MOCAZINE launch.

CHILDREN'S PROGRAMS: Creative Arts for Kids, 1st Sat of month, Sept-May; Creative Arts Summer Program, M-F, June-Aug; Dynamic Design Summer Camp, ages 11-13, M-F, June-Aug; Family Day, last Sunday, Sept, Oct, Jan, Feb, March, April, June, July, Aug

PUBLIC PROGRAMS: Teacher Training Workshops, Sept, Jan, April; Exhibition tours, year round; North Miami On My Mind, dialogues with community leaders, 6 annually;

MOCA by Moonlight Programs, Sat. evenings, year round, each presented monthly; Contemporary Art Boot Camp Lectures; MOCA Contemporary Dialogues; MOCA Moving Images International Film Series; MOCA Embodied Workshops (movement/healing/art-making)

OUTREACH PROGRAMS YEAR ROUND: Art Tours; Internship Program, Teens and College; HeArt to HeArt; Women on the

**MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS  
RESTATEMENT OF PROJECT BUDGET**

Risel; Moca on the Move; Cultural Passport Tours; North Miami Museum and Communication Magnet, monthly, Sept-May

FAMILY PROGRAMS: JAZZ @ MOCA, last Fri, of every month; MOCA Folk Fest, one-hour concerts; four Saturdays annually

VOLUNTEER PROGRAMS: Art Basel Miami Beach Special Events, one week; MOCA Bloomingdale's Breakfast Series; Collaborative Art Projects; Professional Development Workshops Fundraising Events; Docent Training

Describe any changes to the program/project that differ from the original grant application. If no changes, indicate by noting "No changes to the program/project" in this section:

No changes to the program.

<b>Numbers of Children/Youth to be Served:</b>	<b># of Infants/Preschoolers (Ages 0-5):</b>	0
<i>Attending, Participating and/or Performing COMBINED</i>	<b># of Children (Ages 6-12):</b>	5,000
	<b># of Youth (Ages 13-17):</b>	6,000
	<b>TOTAL # of Children/Youth to be Served:</b>	10,000
<b>Numbers of Children/Youth with Disabilities:</b>	<b># of Children/Youth with Disabilities (Ages 0-17):</b>	50
<i>Out of the total numbers of children/youth given above, estimate the numbers of children/youth with disabilities to be served.</i>	<b># of Young Adults with Disabilities (Ages 18-22):</b>	50
	<b>Total # of Children/Youth with Disabilities:</b>	100

<b>NUMBERS OF ADULTS TO BE SERVED:</b>		
<b>Audience / Attending:</b>	80,000	<b>Performing / Instructing:</b>
<i>Estimate the total numbers of adults expected to attend the funded activities.</i>		300
		<i>Estimate the total numbers of adults expected to perform/instruct the funded activities, such as artists, cast members, teachers/lecturers, etc.</i>



**MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS  
RESTATEMENT OF PROJECT BUDGET**

	Grant Dollars Allocated +	Cash Match =	Total Cash	In-Kind
Personnel: Administration		\$ 530,000	\$ 530,000	
Personnel: Artistic	\$ 25,000	\$ 350,000	\$ 375,000	
Personnel: Technical/Production			0	
Outside Artistic Fees/Services	\$ 25,000	\$ 391,656	\$ 416,656	
Outside Other Fees/Services		\$ 487,500	\$ 487,500	
Marketing ADV/ PV/ Printing/ Publication	\$ 15,000	\$ 110,000	\$ 125,000	
Marketing: Postage/Distribution		\$ 18,000	\$ 18,000	
Marketing: Web Design/ Support/ Maintenance		\$ 11,000	\$ 11,000	
Travel: In County		\$ 4,500	\$ 4,500	
Travel: Out of County		\$ 30,000	\$ 30,000	
Equipment Rental			0	
Equipment Rental / for Performance, Exhibit, Event, etc.		\$ 15,000	\$ 15,000	
Equipment Purchase			0	
Equipment Purchase / for Performance, Exhibit, Event, etc.		\$ 5,000	\$ 5,000	
Space Rental			0	\$ 410,670
Space Rental / for Performance, Exhibit, Event, etc.			0	
Mortgage/ Loan Payments			0	
Insurance		\$ 120,000	\$ 120,000	
Insurance / for Performance, Exhibit, Event, etc.		\$ 14,000	\$ 14,000	
Utilities		\$ 80,000	\$ 80,000	
Fundraising/ Development (Non-Personnel)			0	
Merchandise/ Concessions/ Gift Shops		\$ 10,000	\$ 10,000	

**MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS  
RESTATEMENT OF PROJECT BUDGET**

Supplies/Materials		\$ 220,000	\$ 220,000	
Other Expenses				
storage rental		\$ 20,000	\$ 20,000	
shipping crating	\$ 10,000	\$ 40,000	\$ 50,000	
			0	
			0	
			0	
Subtotal	\$ 75,000	\$ 2,456,656	\$ 2,531,656	\$ 410,670
TOTAL EXPENSES	\$ 2,942,326			
Total Grant Dollars Allocated for Administrative Expenses	0			
GRANT AWARD	\$ 75,000			
This field calculates your Grant Award minus the Grant Dollars Allocated column. This value MUST equal zero.	0			

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS  
 RESTATEMENT OF PROJECT BUDGET

REVENUES	CASH	IN-KIND	% of cash revenues
Admissions	\$ 30,000		1%
Memberships	\$ 80,000		3%
Tultions/Enrollment Fees	\$ 35,000		1%
Contracted Services:			0
Outside Programs/ Performances			
Contracted Services:			0
Special Exhibition Fees			
Contracted Services:			0
Other			
Rental Income			0
Corporate Support	\$ 100,000		3%
Foundation Support	\$ 100,000		3%
Private/ Individual Support	\$ 200,000		7%
Other Private Support:			0
Auxillary Activities			
Other Private Support:			0
Special Event Proceeds			
Gov't Grants: Federal			
			0
			0
			0
Gov't Grants: State			
FL Div. Cultural Affairs	\$ 150,000		5%
			0

**MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS  
RESTATEMENT OF PROJECT BUDGET**

			0
Gov't Grants: Local			
City of North Miami	\$ 1,210,656		41%
			0
			0
Gov't Grants: The Children's Trust (Direct Funding)			0
Merchandise/ Concessions/ Gift Shop Revenues	\$ 30,000		1%
Investment Income (Endowment)	\$ 21,000		1%
Interest and Dividends			0
Cash on Hand			0
Other Revenues			
City North Miami InKind Rent		\$ 410,670	0
City of North Miami	\$ 500,000		17%
			0
			0
Department of Cultural Affairs Grants			
			0
			0
			0
			0
			Grant Amount % of Total Cash Revenues
Subtotal	\$	\$ 410,670	0%

**MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS  
RESTATEMENT OF PROJECT BUDGET**

Subtotal	2,456,656	\$ 410,670	3%
Grant Amount	\$ 75,000		
Cash Revenues + Grant Amount	\$ 2,531,656		
Total Revenues	\$ 2,942,326	Total In-Kind %	14%

Authorizing Official:

Signature:

*Rabacat MBOW*

Date:

*5/12/15*

Typed/Printed

Name:

*RABACAT MBOW*

Title:

*EXECUTIVE DIRECTOR*

**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, ALAN D. WAUFLE 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):

59-2085261  
Federal Employer Identification Number

MUSEUM OF CONTEMPORARY ART, INC.  
Name of Entity, Individual(s), Partners, or Corporation

770 NE 125TH STREET NORTH MIAMI FL 33161  
Street Address City State Zip Code

*[Signature]*

**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
_____	_____	%
_____	_____	%
_____	_____	%

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):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.

*AW*

**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>2</u> Males	<u>2</u> Females
Black:	<u>5</u> Males	<u>6</u> Females
Hispanic:	<u>2</u> Males	<u>2</u> Females
Native American:	___ Males	___ Females
Asian:	___ Males	___ Females
Aleut (Eskimo):	___ Males	___ Females
_____:	___ Males	___ Females

*AW*

**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  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 \_\_\_ has not as of the date of this affidavit been convicted of a felony during the past (10) years.

*AW*

**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.

*AW*

**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:

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.

*NA*

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.

*NA*

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.

*NA*

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.

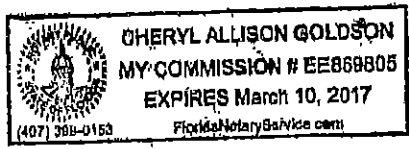
I have carefully read this entire three (3) page document entitled, "Universal Affidavit" and have initialed all affidavits that pertain to this contract and have indicated by "NA" all affidavits that do not pertain to this contract.

By: *[Signature]* 5-12-2015  
(Signature of Affiant) (Date)

SUBSCRIBED AND SWORN TO (or affirmed) before me this 12<sup>th</sup> day of MAY, 2015 by

Alan D. Waufle  
(Name of Affiant - Printed)

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



*[Signature]*, Notary Public  
(Signature of Notary)

Imprint of Notary Seal

CHERYL GOLDSON  
(Name of Notary Typed, Printed or Stamped)

State of Florida - County of MIAMI-DADE



**MUSEUM OF CONTEMPORARY ART**  
**BOARD OF TRUSTEES**

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Email: ao@ajumogobiaokeke.com

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Email: sphilp@whitecase.com  
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Business Phone: (305) 757-9555

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Miami, Florida 33109  
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clarkreynolds@me.com  
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Mobile Phone: (305) 546-4937  
Business Phone: (305) 981-9807

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Business Phone: (305) 653-9250