

**HOMELAND DEFENSE/  
NEIGHBORHOOD IMPROVEMENT  
BOND OVERSIGHT BOARD  
AGENDA**

**3-30-07 – 5:30 P.M.  
CITY OF MIAMI  
CITY HALL CHAMBERS  
3500 Pan American Drive  
MIAMI, FLORIDA 33133**

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**I. OLD BUSINESS:**

- Briefing on Homeland Defense Neighborhood Improvement Program

**II. NEW ITEM:**

- Additional Grant to the Miami Art Museum to Support the Development of a New Fine Art Museum Facility in Bicentennial Park

**III. CHAIRPERSON'S OPEN AGENDA:**

**IV. ADDITIONAL ITEMS:**

DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM



1. DATE: 3/30/07 DISTRICT: 2
NAME OF PROJECT: ADDITIONAL GRANT TO THE MIAMI ART MUSEUM TO SUPPORT THE DEVELOPMENT OF A FINE ART MUSEUM FACILITY IN BICENTENNIAL PARK
INITIATING DEPARTMENT/DIVISION: Capital Improvements & Transportation
INITIATING CONTACT PERSON/CONTACT NUMBER: Jose Garcia (305) 375-1710
C.I.T. DEPARTMENT CONTACT: Meredith Naron (305) 416-1285
RESOLUTION NUMBER: CIP/PROJECT NUMBER: 333144
ADDITIONAL PROJECT NUMBER: B-78503

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,
TOTAL DOLLAR AMOUNT: \$2,000,000
SOURCE OF FUNDS: Miami Art Museum
ACCOUNT CODE(S): CIP # 333144

If grant funded, is there a City match requirement? YES NO
AMOUNT: EXPIRATION DATE:
Are matching funds Budgeted? YES NO Account Code(s):
Estimated Operations and Maintenance Budget

3. SCOPE OF PROJECT:
Individuals / Departments who provided input:
DESCRIPTION OF PROJECT: To support further activities related to the development of a Fine Art Museum in Bicentennial Park.

ADA Compliant? YES NO N/A
Approved by Audit Committee? YES NO N/A DATE APPROVED:
Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 3/30/07
Approved by Commission? YES NO N/A DATE APPROVED:
Community Mtg/Dist. Commissioner Approval? YES NO N/A DATES:
Revisions to Original Scope? YES NO (If YES see Item 5 below)
Time Approval 6 months 12 months Date for next Oversight Board Update:

4. CONCEPTUAL COST ESTIMATE BREAKDOWN
Has a conceptual cost estimate been developed based upon the initial established scope? YES NO If yes,
DESIGN COST:
CONSTRUCTION COST:
Is conceptual estimate within project budget? YES NO
If not, have additional funds been identified? YES NO
Source(s) of additional funds:
Approved by Commission? YES NO N/A DATE APPROVED:
Approved by Bond Oversight Board? YES NO N/A DATE APPROVED:

5. REVISIONS TO ORIGINAL SCOPE
Individuals / Departments who provided input:
Justifications for change:
Description of change:

Fiscal Impact YES NO HOW MUCH?
Have additional funds been identified? YES NO
Source(s) of additional funds:
Time impact
Approved by Commission? YES NO N/A DATE APPROVED:
Approved by Bond Oversight Board? YES NO N/A DATE APPROVED:

6. COMMENTS:
APPROVAL: Robert C. Ford DATE: 3/30/07
BOND OVERSIGHT BOARD



**DEPARTMENT OF CAPITAL IMPROVEMENTS**  
PROJECT OVERVIEW FORM

**PREVIOUSLY APPROVED**

1. DATE: 3/22/05 DISTRICT: 2  
 NAME OF PROJECT: INITIAL GRANT TO MIAMI ART MUSEUM FOR DEVELOPMENT OF A FINE ARTS MUSEUM FACILITY IN BICENTENNIAL PARK  
 INITIATING DEPARTMENT/DIVISION: Capital Improvements  
 INITIATING CONTACT PERSON/CONTACT NUMBER: Diane Johnson (305)416-1285 & Jorge Cano (305) 416-1282  
 C.I.P. DEPARTMENT CONTACT:  
 RESOLUTION NUMBER: \_\_\_\_\_ CIP/PROJECT NUMBER: 333144  
 ADDITIONAL PROJECT NUMBER: \_\_\_\_\_

(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted?  YES  NO If yes,  
 TOTAL DOLLAR AMOUNT: \$700,000  
 SOURCE OF FUNDS: CIP#333144-Miami Art Museum  
 ACCOUNT CODE(S): CIP # 333144

If grant funded, is there a City match requirement?  YES  NO  
 AMOUNT: \_\_\_\_\_ EXPIRATION DATE: \_\_\_\_\_  
 Are matching funds Budgeted?  YES  NO Account Code(s): \_\_\_\_\_  
 Estimated Operations and Maintenance Budget \_\_\_\_\_

3. SCOPE OF PROJECT:  
 Individuals / Departments who provided input: \_\_\_\_\_  
 DESCRIPTION OF PROJECT: For planning, development and project management activities relating to the construction of Miami Art Museum to be located at Bicentennial Park.

ADA Compliant?  YES  NO  N/A

Approved by Audit Committee?  YES  NO  N/A DATE APPROVED: 3/15/05  
 Approved by Bond Oversight Board?  YES  NO  N/A DATE APPROVED: 3/22/05  
 Approved by Commission?  YES  NO  N/A DATE APPROVED: \_\_\_\_\_  
 Community Mtg/Dist. Commissioner Approval?  YES  NO  N/A DATES: \_\_\_\_\_  
 Revisions to Original Scope?  YES  NO (If YES see Item 5 below)  
 Time Approval  6 months  12 months Date for next Oversight Board Update: \_\_\_\_\_

4. CONCEPTUAL COST ESTIMATE BREAKDOWN  
 Has a conceptual cost estimate been developed based upon the initial established scope?  YES  NO If yes,  
 DESIGN COST: \_\_\_\_\_  
 CONSTRUCTION COST: \_\_\_\_\_  
 Is conceptual estimate within project budget?  YES  NO  
 If not, have additional funds been identified?  YES  NO  
 Source(s) of additional funds: \_\_\_\_\_  
 Approved by Commission?  YES  NO  N/A DATE APPROVED: \_\_\_\_\_  
 Approved by Bond Oversight Board?  YES  NO  N/A DATE APPROVED: \_\_\_\_\_

5. REVISIONS TO ORIGINAL SCOPE  
 Individuals / Departments who provided input: \_\_\_\_\_  
 Justifications for change: \_\_\_\_\_  
 Description of change: \_\_\_\_\_

Fiscal Impact  YES  NO HOW MUCH? \_\_\_\_\_  
 Have additional funds been identified?  YES  NO  
 Source(s) of additional funds: \_\_\_\_\_

Time impact \_\_\_\_\_  
 Approved by Commission?  YES  NO  N/A DATE APPROVED: \_\_\_\_\_  
 Approved by Bond Oversight Board?  YES  NO  N/A DATE APPROVED: \_\_\_\_\_

6. COMMENTS:  
 \_\_\_\_\_  
 \_\_\_\_\_

APPROVAL: *[Signature]*  
 BOND OVERSIGHT BOARD

DATE: 3/22/05

Enclosures: Back-Up Materials  YES  NO

- Initial Grant to Miami Art Museum for Development of a Fine Arts Museum Facility in Bicentennial Park.

TOTAL DOLLAR AMOUNT: \$700,000  
 SOURCE OF FUNDS: CIP#333144-Miami Art Museum  
 DESCRIPTION OF PROJECT: For planning, development and project management activities relating to the construction of Miami Art Museum to be located at Bicentennial Park.

HD/NIB MOTION 05-19

A MOTION TO APPROVE THE AUDIT COMMITTEE'S RECOMMENDATION TO FUND THE INITIAL GRANT TO MIAMI ART MUSEUM FOR DEVELOPMENT OF A FINE ARTS MUSEUM FACILITY AT BICENTENNIAL PARK.

MOVED: M. CRUZ  
 SECONDED: L. CABRERA  
 ABSENT: R. Aedo, R. Cayard, L. De Rosa, R. Flanders, D. Marko, G. Reshefsky.  
 Note for the Record: Motion passed by unanimous vote of all Board Members present.

- Grapeland Heights Park Ballfield Complex - Design Build Contract.

TOTAL DOLLAR AMOUNT: \$6,000,000  
 SOURCE OF FUNDS: Neighborhood Park and Acquisitions & District 1-Quality of Life Improvements  
 DESCRIPTION OF PROJECT: To authorize the City Manager to execute the negotiated Design-Build contract with Recreation Design and Construction, Inc. for the Grapeland Heights Park Ballfield Complex, B-60496 in the total amount of \$6,000,000.

HD/NIB MOTION 05-20

A MOTION TO APPROVE THE AUDIT COMMITTEE'S RECOMMENDATION TO FUND THE GRAPELAND HEIGHTS PARK BALLFIELD COMPLEX - DESIGN BUILD CONTRACT.

MOVED: M. CRUZ  
 SECONDED: L. CABRERA  
 ABSENT: R. Aedo, R. Cayard, L. De Rosa, R. Flanders, D. Marko, G. Reshefsky.  
 Note for the Record: Motion passed by unanimous vote of all Board Members present.

### **23. Buena Vista East – Design Services**

Cesar Gonzalez, CIP Department, reported that the project limits for this project are Northeast 42nd Street and 48th Street between North Miami Avenue and Northeast 2nd Avenue. The scope of work for this project is milling and resurfacing the existing roads, repairing and replacing sidewalks, curbs, and existing medians, and adding drainage locations. ADA compliant ramps will be implemented at every street intersection. The design of the project is at 60 percent completion. Final engineering plans are expected June 2006. Construction is pending funds from second bond series.

### **24. Ballet Gamonet at the Alfred I. Dupont Building**

Gary Fabrikant, CIP Department, reported that the item was previously updated before the Board in May 2005. At that time, there was no movement. The reason for this is because there were internal issues to Ballet Gamonet. They had gone through a number of restructurings of personnel, and the second that occurred is that they realized the location really was not a viable facility given that they had columns that would interfere with the dance floor, so they had to look for a new location. They finished their reorganization internally. They have found a new location in Little Haiti at 77 Northeast 24th Street, which is in an area that has a cultural deficit, and they are ready to finalize the contract. Negotiations are finished, and the item has been brought forward to the Commission on March 9, and it was approved. The Department is currently waiting for Ballet Gamonet to finalize and submit their insurance, and at that time, the Department will be ready to execute a contract with them.

### **25. Initial Grant to Miami Art Museum for Development of a Fine Arts Museum Facility in Bicentennial Park**

Gary Fabrikant, CIP Department, reported that the Miami Art Museum was reimbursed the ten percent advancement, which is \$70,000, and they've accomplished quite a bit for this funding. They've hired their project manager. They have commenced drafting their business plan, their financial feasibility study, and their capital campaign study. These are ongoing, and some of them are in preliminary draft stage and are not yet finalized. About ten days ago, they hired a new director out of New York, which has slowed down their program a little bit. They should have submitted a draw for their next payments a lot earlier, but they ran into a situation with manpower where they loaned out their financial officer for three months, so they could not prepare their draw, but they expect one to be submitted within the next couple of weeks.

Gary Reshefsky requested that a list be provided of the requests for draw by the Miami Art Museum.

Chairman Flanders: OK, then --

Mr. Cabrera: Want me to make that motion? I make a motion that the Board no longer recommends the --

Chairman Flanders: Withdraw.

Mr. Cabrera: -- withdraws the funding for the Ballet Gamonet, and that it's brought back to the area Commissioner for further findings and recommendations on what they would like this project to be or other projects.

Chairman Flanders: OK. Is there a second?

Mr. Aedo: I second that motion.

Chairman Flanders: Any further discussion? All in favor?

The Board Members (Collectively): Aye.

Chairman Flanders: Anyone opposed? Motion carries.

HD/NIB MOTION 06-22

A MOTION WITHDRAWING THE FUNDING FOR THE BALLET GAMONET PROJECT; FURTHER DIRECTING THAT THE PROJECT BE BROUGHT BACK TO THE AREA COMMISSIONER FOR FURTHER FINDINGS AND RECOMMENDATIONS.

MOVED: L. Cabrera  
SECONDED: R. Aedo  
ABSENT: E. Broton, L. Pierre, J. Reyes, M. Reyes

Note for the Record: Motion passed by unanimous vote of all Board Members present.

**6. Initial Grant to Miami Museum for Development of Fine Arts Museum Facility In Bicentennial Park**

Gary Fabrikant, CIP Department, reported that the grant was originally in the amount of approximately \$700,000. The grant is for reimbursement of funds for planning development and project management activities related to the construction of the Miami Museum to be located at Bicentennial Park. To date, reimbursement has been made in the amount of \$457,805. The latest action taken on this project is that, on September 14, the design firm, Herzog & De Meuron, were hired for the new museum.

**7. Initial Grant to Miami Museum of Science for Development of a Science Museum Facility in Bicentennial Park**

Gary Fabrikant, CIP Department, reported that \$288,000 has been paid to date on this project. The Museum has requested to appear before the Board in October to request their next installment of funding to select their design firm.

Miami Art Museum



March 7, 2007

Pedro G. Hernandez  
City Manager  
City of Miami  
City Hall  
3500 Pan American Drive  
Miami, FL 33133-5595

Dear Mr. Manager:

I want to formally report on the incredible progress that the City of Miami and the Miami Art Museum (MAM) have made since March 24, 2005 when the Miami City Commission approved resolution number R-05-175 that authorized a planning, development and project management grant to MAM of \$700,000.

To highlight just two major events since that date:

- Cooper, Robertson & Partners, Civitas, Inc., Spillis Candela DMJM, David Plummer & Associates, Coastal Systems International, Savino & Miller Design Studio, Hamilton, Rabinovitz & Alschuler, and Construction Management Services completed the master plan design for Bicentennial/Museum Park
- MAM selected the internationally celebrated firm of Herzog & de Meuron as designers of the Museum's new and expanded facility.

These events represent milestone moments for this project, the refurbishment and renovation of Museum Park and the re-vitalization of Miami's downtown area. The hiring of Terry Riley as MAM's Director has also provided us with the momentum that we need in order to fulfill our promises to the voters of the City and Miami-Dade County.

MAM's Trustees and staff are delighted with the rate of progress on this project and thrilled to be working with the City, the County and the Miami Museum of Science and Planetarium on making Museum Park a landmark site, a central element of the City's master plan. MAM and Herzog & de Meuron are moving apace with the design which will be unveiled in December 2007. MAM is also finalizing its executive architect selection process.

101 West Flagler Street  
Miami, Florida 33130  
305.375.3000  
305.375.1725 Fax  
miamiartmuseum.org

## **Project Funding and Costs**

The Museum anticipates a total cost for the building project of \$208 million, the largest portion of which—\$120 million—will be used to cover the costs directly associated with the construction of the building and admission-free Art in the Park sculptures. The total cost also includes \$70 million for the Museum's operating endowment and \$18 million in transitional expenses related to the project.

The largest single source of funding for the project is \$100 million from Miami-Dade County's voter-approved General-Obligation Bond (Building Better Communities Bond program).

The trustees of the Museum are committed to raising additional funds from a combination of public and private sources and have begun the fundraising process. Prominent civic leaders and MAM Trustees Ambassador Paul L. Cejas, Jorge M. Pérez, and Craig Robins are co-chairs of the Miami Art Museum's Capital Campaign Committee. This committee is currently working on the "silent" portion of the capital campaign. Nevertheless, we are happy to report that the capital campaign committee is meeting its goals.

Additionally, MAM will apply for State funding from the Department of State's Cultural Endowment and Regional Cultural Facilities Programs.

Given all of these funding sources, MAM has the funding in place to continue the project after the City's planning funds are fully expended and to ensure the successful completion of the project.



**Executive Summary of Total Project Cost Building**

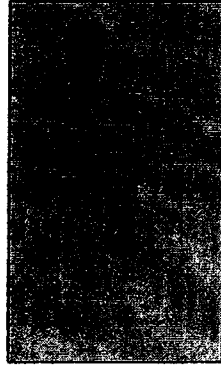
<b>Hard Construction</b>	<b>\$74,331,957</b>
<b>Architects, Engineers &amp; Consulting Fees</b>	<b>\$19,764,336</b>
<b>Architects and Engineers</b>	
Design Architect and Executive Architect	\$9,269,835
MEP/FP Consultants	\$2,229,959
Structural Consultants	\$1,114,979
Civil Engineers	\$450,000
Geotechnical investigations & engineering	\$155,000
Site survey	\$50,000
Landscape architect	\$0
<b>Consulting Fees</b>	
Digital Systems Consultant/Technology Consultant	\$50,000
Architectural conservation/probes	\$0
Daylight/thermal studies	\$100,000
Preconstruction services	\$75,000
Curtain wall/Envelope	\$325,000
Estimator	\$145,000
Lighting consultant	\$200,000
Acoustical/audio visual consultants	\$125,000
Elevator/Escalator consultant	\$50,000
Security consultant	\$110,000
Programming/planning	\$50,000
Food service consultant	\$100,000
Signage/graphics designer	\$350,000
Code consultant, expeditor	\$55,000
Existing conditions drawings/survey	\$0
Retail consultant	\$50,000
Monitoring	\$0
Air flow test / CFD Analysis	\$50,000
Controlled Inspections/Testing	\$270,000
Water feature Consultant	\$75,000
Environmental Engineer EIS	\$100,000
LEED's Consult	\$68,000
Traffic	\$0
Expediter	\$0
Document Peer Review	\$45,000
Direct Travel and Expense (4% of consultant fees)	\$759,891
Consultant Reimbursables (9% of Consultant's fees)	\$1,709,755
<b>FF&amp;E</b>	<b>\$5,769,750</b>
<b>Owners Items</b>	<b>\$6,284,303</b>
<b>Total Base Project</b>	<b>\$106,150,346</b>
<b>Owner's Contingency</b>	<b>\$5,000,000</b>
<b>Total Including Owner's Contingency</b>	<b>\$111,150,346</b>

**M A M**  
**MUSEUM PARK**

3/6/2007

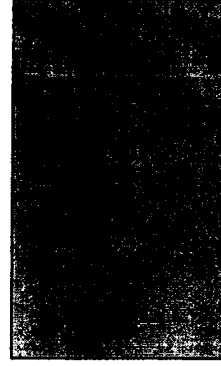
# OVERALL PROJECT BUDGET – JULY, 2006

ENDOWMENT AND  
TRANSITION FUND



+

PRE-OPENING  
EXPENSES



+

TOTAL  
BUILDING  
COST



= \$208.8M

# FUNDING SOURCES

- Capital Campaign \$100.0 M
- Leadership Fund 3.0 M
- County Bond Funds 100.0 M
- City Bond Funds 2.8 M
- State Grant Funds 0.8 M  
Cultural Endowment Program
- Interest on Endowment 2.2 M  
Prior to Museum Opening

**= \$208.8M**

# TOTAL BUILDING COSTS

• Hard Construction	\$74.3	M
• Basic Architect and Engineer Services	12.7	M
• Other Possible Technical Consultants	7.1	M
• FFE	5.7	M
• Other Fees & Costs	6.3	M
• Owner Contingency	<u>5.0</u>	M
• (Sub-total) Total Project Cost – Building	111.1	M
• Art in the Park	6.7	M
• Art in Public Places	1.3	M
• County Inspector General	0.9	M

= \$120M



**AGENDA ITEM SUMMARY FORM**

**FILE ID:** \_\_\_\_\_

**Date:** 3/9/2007

**Requesting Department:** Cap Invmts & Transportation

**Commission Meeting Date:** 4/12/2007

**District Impacted:** All (2)

**Type:**  Resolution  Ordinance  Emergency Ordinance  Discussion Item  Other \_\_\_\_\_

**Subject:** Grant of \$2,000,000 to Miami Art Museum for development of a fine art museum facility in Bicentennial Park

**Purpose of Item:**

To approve a grant of \$2,00,000 to the Miami Art Museum ("MAM") to support the development of a new fine art museum facility in the City-owned Bicentennial Park as authorized by a referendum of the voters in November 2001 as a specified project in the Homeland Defense Neighborhood Improvement Bond Program, authorizing the City Manager to execute the attached project cooperation agreement, and allocating funds from B-\_\_\_\_\_, the Capital Improvement Project entitled "Miami Art Museum - Development in Bicentennial Park".

**Background Information:**

The development of a fine art museum in Bicentennial Park has been the intent of the City since the late 1990's. MAM received and expended an initial grant of \$700,000 to support development activities related to the Project, including hiring consultants specializing in museum planning, financial feasibility and project management. MAM is now requesting additional funds to further the Project. The attached project cooperation agreement has been drafted to govern the responsibilities of the City and MAM in this endeavor. Funding will become available with the issuance of the next Bond; therefore the agreement will not be fully executed until that time.

**Budget Impact Analysis**

NO **Is this item related to revenue?**

YES **Is this item an expenditure? If so, please identify funding source below.**

*General Account No:* \_\_\_\_\_

*Special Revenue Account No:* \_\_\_\_\_

*CIP Project No:* B-\_\_\_\_\_

YES **Is this item funded by Homeland Defense/Neighborhood Improvement Bonds?**

**Start Up Capital Cost:** \_\_\_\_\_

**Maintenance Cost:** \_\_\_\_\_

**Total Fiscal Impact:** \$2,000,000

**Final Approvals**  
(SIGN AND DATE)

**CIP** \_\_\_\_\_ **Budget** \_\_\_\_\_  
If using or receiving capital funds

**Grants** \_\_\_\_\_ **Risk Management** \_\_\_\_\_

**Purchasing** \_\_\_\_\_ **Dept. Director** \_\_\_\_\_

**Chief** \_\_\_\_\_ **City Manager** \_\_\_\_\_

..TITLE

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), AUTHORIZING A GRANT TO THE MIAMI ART MUSEUM OF DADE COUNTY ASSOCIATION, INC. TO SUPPORT THE DEVELOPMENT OF A NEW FINE ARTS MUSEUM FACILITY IN THE CITY OF MIAMI-OWNED BICENTENNIAL PARK, IN THE AMOUNT OF \$2,000,000, APPROVED BY A REFERENDUM OF THE VOTERS IN NOVEMBER, 2001, AS A SPECIFIED PROJECT IN THE HOMELAND DEFENSE NEIGHBORHOOD IMPROVEMENT BOND PROGRAM; ALLOCATING SAID FUNDS FROM CAPITAL IMPROVEMENT PROJECT NO. B-\_\_\_\_\_ ENTITLED "MIAMI ART MUSEUM-BICENTENNIAL PARK" AUTHORIZING THE CITY MANAGER TO EXECUTE A PROJECT CO-OPERATION AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, FOR SAID PURPOSE.

..Body

WHEREAS, on November 13, 2001, the voters of the City of Miami ("City") approved by referendum the City's issuance of \$255 million in limited ad valorem tax general obligation bonds for homeland security, neighborhood improvements, capital projects and infrastructure improvements, the "Homeland Defense/Neighborhood Improvement Bonds" ("Bonds"); and

WHEREAS, pursuant to Ordinance No. 12137, adopted October 11, 2001, authorization to seek voter approval was provided, an allocation of future Bond funds to specified projects was provided and such allocations were further clarified pursuant to Resolution No. 02-1294, adopted December 12, 2002; and

WHEREAS, the public information campaign conducted for the voter referendum and the enabling legislation identified the "Miami Art Museum" and the allocation of Bond proceeds "to assist the museum in establishing a development site at Bicentennial Park ("Park")," which is a recreational facility owned by the City and located at 1075 Biscayne Boulevard, Miami, Florida; and

WHEREAS, the City completed and approved a community-based plan entitled "Bicentennial Park-Museum Park" which recommends that four (4) acres in the Park be reserved for the development of an art museum and an additional four (4) acres be reserved for the development of a science museum; and

WHEREAS, Miami Dade County voters also approved, in November, 2004, the issuance of general obligation bonds and has included in its bond program the sum of \$100,000,000 to support the development of a new art museum facility in Bicentennial Park ("Project"); and

WHEREAS, the Project will be a public fine arts museum, a significant community asset offering a first class art collections, exhibitions, classes and courses located in an approved site in the Park and will enhance the artistic and cultural vibrancy and life of the City, and of its residents and visitors; and

WHEREAS, the Center for Fine Arts Association, Inc. was the operator of the regional fine arts museum located on Miami-Dade County property when it opened in 1984, and was subsequently re-organized in 1996 as Miami Art Museum of Dade County, Inc. ("MAM"); and

WHEREAS, MAM is a 501(c)(3) tax exempt organization devoted to the collection and presentation of works of fine art for the use and enjoyment of the general public and has operated the regional fine arts museum since 1996; and

WHEREAS, MAM has been a significant contributor and an integral partner in the processes undertaken thus far for the Project; and

WHEREAS, it is the intention of the City to continue to foster the existing coalition for the Project with MAM and Miami-Dade County and to secure a legal arrangement with the parties for the design and implementation of the Project at said City-owned park; and

WHEREAS, in furtherance of the Project, Resolution 05-0175, adopted March 24, 2005, authorized an initial grant in the amount of \$700,000 to MAM utilizing City Bond proceeds; and

WHEREAS, MAM secured consultants specializing in fine arts museum planning, financial feasibility and project management with the assistance of these funds; and

WHEREAS, MAM has now exhausted the \$700,000 and seeks additional funds to begin implementation of the Project plans including the retention of an architectural firm and various design consultants to develop construction documents; and

WHEREAS, the City Commission, by passage of this Resolution, will authorize the allocation of additional City funds in the amount of \$2,000,000 for the provision of design and consulting activities and will further authorize the City Manager to execute a Project Co-operation Agreement ("Agreement") for this purpose; and

WHEREAS, the Agreement lays forth the duties and responsibilities of the City and MAM, provides for the use, accountability, accessibility, and terms of this undertaking by MAM; and

WHEREAS, MAM has agreed that all documents, reports, materials and drawings that are developed with the assistance of the City Bond proceed shall become the property of and be owned by the City, which will subsequently donate such documents, reports, materials and drawings freely available to MAM and to Miami-Dade County, if applicable, for use on the Project; and

WHEREAS, the Agreement also provides for MAM and its successors to maintain public access to facilities developed with Bond proceeds, and that said facilities will be publicly owned; and



WHEREAS, the Agreement will be subject to approval as to legal form and content by the City Attorney; and

WHEREAS, the City's Bond Oversight Board approved this allocation of funds at its meeting of March 19, 2007; and

WHEREAS, the City Commission finds and determines that proper use of this allocation will primarily benefit the general public and serves a paramount public purpose; and

WHEREAS, funds for this purpose are available from Capital Improvements Project No. B-\_\_\_\_\_, entitled "Miami Art Museum - Bicentennial Park," under the Homeland Defense-Neighborhood Improvement Bond Program;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated as if fully set forth in this Section.

Section 2. A grant to MAM to support the development of a new fine arts museum facility in the City-owned Bicentennial Park, in the amount of \$2,000,000, approved by a referendum of the voters in November, 2001, as a specified project in the Homeland Defense Neighborhood Improvement Bond Program, is authorized, with funds allocated from Capital Improvement Project No. B-\_\_\_\_\_ entitled "Miami Art Museum-Bicentennial Park."

Section 3. The City Manager is authorized{1} to execute an Agreement, in substantially the attached form, for said purpose.

Section 4. This Resolution shall become effective immediately upon its adoption and signature of the Mayor {2}

..Footnote

{1} The herein authorization is further subject to compliance with all requirements that may be imposed by the City Attorney, including but not limited to those prescribed by applicable City Charter and Code provisions.

{2} If the Mayor does not sign this Resolution, it shall become effective at the end of ten calendar days from the date it was passed and adopted. If the Mayor vetoes this Resolution, it shall become effective immediately upon override of the veto by the City Commission.

## PROJECT COOPERATIVE AGREEMENT

<b>GRANTEE:</b>		Miami Arts Museum of Dade County Association, Inc.					
<b>PROJECT:</b>		Miami Arts Museum					
<b>Project Location:</b>					<b>Commission District</b>		
Miami Bicentennial Park					2 (Sarnoff)		
<b>Grantee Project Manager:</b>		Name		Phone		Fax	
<b>Notifications Regarding this Document</b>		Address to		Name		Phone	
		Mailing Address		CITY		State	
		Street Address		Miami		FL	
				Miami		FL	
<b>CITY FUNDING AMOUNT:</b>			<b>Funding Source</b>				
\$2,000,000			Quality of Life Funding				
<b>Enabling Legislation:</b>			<b>Adoption Date</b>				
Resolution 07-			_ / _ / _				
<b>Total Estimated Project Cost:</b>			<b>CIP Job Number:</b>				
\$208,000,000			(if applicable)				

**Project Description:** Construction of Miami Art Museum to be located at the CITY of Miami Bicentennial Park. This Phase covered by this Agreement will consist of completed plans, specifications and permits necessary to allow for the construction of improvements.

**THIS AGREEMENT** (hereinafter referred to as the "**AGREEMENT**") is made and entered into as of \_\_\_\_\_, 2007, with the specified effective date, by and between the **CITY OF MIAMI**, a municipal corporation of the State of Florida (hereinafter referred to as "**CITY**"), with offices at 444 S.W. 2<sup>nd</sup> Avenue, Miami, Florida 33130-1910 and the **GRANTEE** named above, with offices located at the Grantee Street Address given above.

**RECITALS:**

The intent of this Agreement is to outline the respective expectations and obligations of the parties regarding the specified cooperative capital improvement project (the "**PROJECT**") named above and further defined in this document.

The **GRANTEE** has initiated and/or is responsible for the completion of the **PROJECT**, for which it has requested financial assistance from the **CITY** for payment of certain allowable costs and expenses.

The **CITY** has adopted Enabling Legislation, referenced above and incorporated by reference as though set forth in full, to allow the **CITY'S** participation in the **PROJECT**, and authorizes the

**CITY MANAGER** to execute the necessary documents for this purpose.

WHEREAS, **GRANTEE** is to be the operator of the **PROJECT** which will be a public museum, offering a first class art collections, exhibitions, classes and courses which will be located in an approved site in the **CITY** of Miami Bicentennial Park (the "**Museum Site**") for not less than thirty (30) years from the date its doors open to the public;

WHEREAS, the Miami Art Museum to be located at the **Museum Site** will further enhance the public arts in an area adjacent to the Miami-Dade County Performing Arts Center, and will further enhance the artistic and cultural vibrancy and life of the **CITY**, and of its residents and visitors;

WHEREAS, the PROJECT will be a significant community asset, and the grant funds appropriately employed by the GRANTEE in accordance with this Agreement serve an important public purpose, and accordingly the CITY has agreed to make the Grant to the GRANTEE under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of foregoing, the GRANTEE and the CITY intend as follows:

1 **Definitions**

- 1.1 **DELIVERABLES:** Items identified on Exhibit A to be submitted to the CITY for approval prior to proceeding to a subsequent task or activity of the WORK and required as a condition for reimbursement.
- 1.2 **DIRECTOR:** shall mean the CITY's Director of the Department of Capital Improvements, or his authorized Designee.
- 1.3 **ELIGIBLE EXPENSES:** For purposes of this Agreement, Project-related costs that may be funded from the CITY FUNDING AMOUNT shall be defined to mean and include fees for professional engineers, architects, landscape architects, surveyors, mapping, other bona fide design professionals, and geotechnical testing. There shall be no mark up on such cost passed to the CITY. All persons and/or firms engaged shall be duly licensed and certified as required by the laws of the State of Florida. These costs are identified in Exhibit A as approved Project-related expenses, and as such, shall be eligible for reimbursement from the CITY FUNDING AMOUNT.
- 1.4 **GRANTEE:** A Florida not-for-profit corporation existing under the laws of the State of Florida.
- 1.5 **GRANTEE Project Manager:** Person designated by Grantee to manage and supervise all activities relating to the PROJECT.
- 1.6 **INELIGIBLE EXPENSES:** For purposes of this Agreement, eligible expenses may not be used for payment to employees, employee benefits, day-to-day expenses, payroll, lobbyists, legal counsel, or other obligations, debts, liabilities or costs or GRANTEE. In addition, expenses shall not include the costs of land or rights of way, and fees for lobbyists, legal or tax, environmental or regulatory counsel, auditors, accountants, brokers and salespersons or any other costs not expressly allowable by Section 1.5. There shall be no mark up by GRANTEE on any costs, that is, only the actual, direct cost incurred by GRANTEE may be billed to the CITY for reimbursement.

1.7 **PROJECT:** Shall mean all activities and items, including but not limited to the WORK, required to provide a functional and/or useable facility or program for the use and enjoyment of the public as described above and as approved by the CITY Commission as appropriate for CITY participation.

1.8 **WORK:** Shall mean the activities and items approved by CITY (or Director) to be paid by the CITY FUNDING AMOUNT, as identified in Exhibit A or revisions thereto.

1.9 **TERM:** Shall mean the period this agreement is in effect, which shall commence on the effective date and shall terminate no later than three (3) years from the effective date. The CITY shall provide the option to renew for two (2) additional one (1) year periods upon the CITY's approval for satisfactory performance and progress.

2 **CITY Representative:** Except as otherwise stipulated herein, the DIRECTOR shall be responsible to render direction, assistance and decisions to GRANTEE regarding this Agreement. The DIRECTOR shall assign a Representative to handle the day-to-day, ministerial and other matters relating to this Agreement.

3 **Assistance From CITY:** The CITY agrees to provide the following:

3.1 Financial assistance in an amount not to exceed \$2,000,000, the CITY FUNDING AMOUNT, from the designated FUNDING SOURCE for the WORK approved by the Enabling Legislation and as further specified in the attached Exhibit A. CITY shall have no obligation to fund any amounts in excess of the CITY FUNDING AMOUNT. Said funds will be paid on a reimbursement basis to GRANTEE as set for in Section Error! Reference source not found, herein.

3.2 Other Assistance – not applicable

4 **Grantee Responsibilities:**

4.1 The GRANTEE shall ensure the timely and satisfactory completion of the WORK relating directly to the PROJECT within the Total Estimated Project Cost and within the Time for Performance as specified in Exhibit A to this Agreement.

4.2 GRANTEE shall provide all additional funds above the CITY FUNDING AMOUNT to complete the PROJECT up to the Total

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Estimated Project Cost, including without limitation any Cost Overruns and/or change orders for the WORK.

- 4.3 The GRANTEE shall manage and supervise all aspects of the WORK including without limitation, designing, engineering, scheduling, permitting, materials, labor, means and methods of construction, and the hiring of contractors, consultants, and suppliers the like.
- 4.4 The GRANTEE shall fund the cost of all WORK from its own resources and seek reimbursement from the CITY in the manner set forth in this Agreement.
- 4.5 Any advance payment of the CITY FUNDING AMOUNT and funds of the GRANTEE shall be maintained in separate and independent bank accounts to be used solely and exclusively for the PROJECT.
- 4.6 Unless otherwise approved by the CITY Commission, GRANTEE shall not be entitled to any unspent funds from the CITY FUNDING AMOUNT should the WORK be completed at a cost less than the CITY FUNDING AMOUNT.
- 4.7 If the cost of completion of the Project is less than the FUNDING AMOUNT, one hundred percent of the savings shall accrue to the CITY

5 **Ownership:** The parties agree that the GRANTEE shall be the owner of the plans, specifications and permits, after the completion and acceptance of construction by the GRANTEE and the CITY.

6 **Homeland Defense Bonds, Condition Precedent:** Where the CITY FUNDING SOURCE for the FUNDING AMOUNT, or any portion thereof, has been identified as the Limited Ad Valorem Tax Bonds, Series 2007, "Homeland Defense / Neighborhood Improvement Bonds" (the "Bonds"), it is a condition precedent to the CITY'S ability to lawfully enter into this Agreement that the CITY receive a favorable recommendation from its Bond Oversight Board stating that the CITY may apply a portion of the proceeds of the Bonds to fund the specified PROJECT pursuant to the terms, covenants and conditions of this Agreement. This condition has been fully performed as the Bond Oversight Board approved the CITY FUNDING AMOUNT for these stated purposes at its meeting of March 19, 2007.

Land and facilities acquired, developed, improved or rehabilitated using Bond proceeds shall be dedicated and maintained in perpetuity for the benefit of the general public. All sites and/or facilities receiving the benefit of Bond proceeds shall be open and/or

accessible to the public at reasonable times and shall be managed in a safe and attractive manner appropriate for public use. Equipment acquired using Bond proceeds shall be used for a bona fide public purpose and there shall be no resulting, or only incidental, private benefit.

#### 7 **Project Progress.**

In addition to those items listed on Exhibit A as Deliverables, the DIRECTOR or his duly authorized designee, may require for his review and approval all specifications and/or preparatory or design documents and cost estimates at progress phases deemed appropriate by the DIRECTOR. GRANTEE shall duly consider and implement comments and revisions suggested by the DIRECTOR from such periodic reviews. Throughout the preparatory or design process, GRANTEE shall use its best effort to ensure that the WORK and the PROJECT can be completed within the CITY FUNDING AMOUNT and Total Estimated Project Cost, respectively.

Such Documents shall be forwarded to the DIRECTOR for his review and approval as to consistency with the PROJECT as presented by GRANTEE to CITY, and said approval by DIRECTOR shall not be unreasonably withheld, conditioned or delayed. In the event the DIRECTOR fails to comment in writing on such documents in writing within thirty (30) days of their transmittal to him, the documents will be deemed approved without the necessity of further action.

GRANTEE shall keep DIRECTOR informed as to the progress of the PROJECT by submitting progress reports quarterly within 30 days of the month following the end of each quarter ending December 31, March 31, June 30 and September 30. The report should provide information regarding project status, activities, funding raised and expended.

8 **Changes to Scope of WORK:** In order to assure that the WORK and the PROJECT can be completed within the CITY FUNDING AMOUNT and Total Estimated Project Cost, respectively. The GRANTEE may request adjustments to the scope of WORK identified in Exhibit A. Such adjustments and any revisions to Exhibit A shall be at the sole discretion of the DIRECTOR. There shall be no modification in scope that, solely in the opinion of the DIRECTOR, negatively impacts or reduces the standards of quality or aesthetics incorporated into the PROJECT as originally presented to the CITY.

#### 9 **Match Required:**

The GRANTEE shall identify, secure and expend \$2,000,000 (Two million dollars) as the required

matching funds for the CITY FUNDING AMOUNT. Funds raised by the Grantee shall be certified by an audited financial statement prepared by and Independent Certified Public Accountant. Any portion of the GRANTEE match funds not substantiated will result in a proportionate reduction in the CITY FUNDING AMOUNT. The GRANTEE shall have no recourse from such reduction.

The use of Matching Funds shall be restricted to the Eligible Expenses defined herein. Any expenditure of Matching Funds occurring prior to March 19, 2007 are not Eligible Expenses.

#### 10 Reimbursement Requests.

10.1 The CITY FUNDING AMOUNT will be disbursed as reimbursements as invoices and cancelled checks are received.

10.2 GRANTEE shall submit a detailed invoice or reimbursement request, as required by Section 3.1, which complies with Florida's Prompt Payment Act, §218.70, Fla. Stat. (2003) to the CITY for all Eligible Expenses relating to the WORK performed during the preceding period, along with reasonable substantiating documentation as requested by the DIRECTOR, including, without limitation, copies of invoices and cancelled checks. Provided the WORK has been performed, the CITY shall make payment within forty-five (45) days after the date the CITY receives a completed reimbursement request including a sufficiently detailed invoice.

10.3 The GRANTEE shall substantiate its collection and expenditure of the matching funds, as noted in Section 9, for the PROJECT prior to receiving reimbursements of the CITY FUNDING AMOUNT.

10.4 City will not make reimbursement of any expenses occurring before March 19, 2007.

11 No damages for Delay. In the event of any delays to the PROJECT and/or WORK, GRANTEE's sole remedy shall be to seek an extension of time from the DIRECTOR. GRANTEE is not entitled to delay damages under this Agreement or under any related agreement with the CITY. The CITY will not be liable for any delay damages or damages in any way attributable to performing work out of sequence, acceleration claims, Eichele formula claims, or other similar type claims, work slow downs, inefficiencies, sequencing issues, strikes, lockouts, reduced productivity, or even Acts of God.

#### 12 Insurance and Bonding

12.1 Insurance: The CITY's Risk Management Administrator reserves the right to require GRANTEE, prior to commencing the WORK, to provide the CITY's Risk Management Administrator with evidence, consisting of certificates or policies of insurance documenting: (a) builder's risk insurance; and (b) general liability insurance, (c) professional liability insurance. The CITY of Miami shall be a named insured on all liability policies relating to the WORK.

12.2 Payment and Performance Bond: Where WORK includes the construction of improvements, prior to commencing the WORK, GRANTEE shall provide to the CITY's Risk Management Administrator a copy of the Payment and Performance Bond from the general contractor in substantially the form prescribed for a public construction bond by Section 255.05, Fla. Stat. (2003). The CITY shall be a named obligee on the Payment And Performance Bond required by this section which shall be in an amount not less than the CITY FUNDING AMOUNT allocated for those improvements. As allowed under the provisions of §255.05(7), Florida Statutes (2003) the CITY'S Risk Management Administrator may, in writing, decide to accept an alternative form of security in lieu of the Payment and Performance Bond, in such form and amounts as may be reasonably required by the CITY's Risk Management Administrator.

12.3 The CITY's Risk Management Administrator shall be given at least 30 days prior written notice of any cancellation, lapse, or material modification of said insurance coverage and/or bond.

#### 13 Indemnity

The GRANTEE shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this agreement by the GRANTEE or its employees, agents, servants, partners, principals 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 CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. Provided, however, this indemnification, when applied to negligence actions, shall only be to the extent and within the limitations of

Section 768.28, Florida Statutes, subject to the provisions of that statute whereby the GRANTEE shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgment paid by the government entity arising out of the same incident or occurrence, exceed the sum of \$200,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the GRANTEE. The limitations in Section 768.28, Florida Statute shall only apply to indemnity claims relative to negligence actions, otherwise (e.g. for contract and all other civil actions) this indemnity is not so limited.

14 **Audit Rights.** Pursuant to the applicable provisions of §18-100 to §18-102 of the Code of the CITY of Miami, as amended from time to time which are deemed as being incorporated by reference herein, the CITY may audit GRANTEE's records relating to this Agreement, during regular business hours, at a location within the CITY of Miami during the term of this Agreement and for three (3) years thereafter.

15 **Compliance With Laws.** GRANTEE and the CITY shall at all times comply with all applicable municipal, county, state and federal laws, ordinances, codes, statutes, rules and regulations, approved development orders, and written CITY of Miami Guidelines governing the design and construction of the Improvements and the granting of funds for use thereof.

16 **Miscellaneous**

16.1 **Enforcement.** The provisions of this Agreement may be enforced in Miami Dade County by all appropriate actions in law and in equity by any party to this Agreement. In order to expedite the conclusion of the actions brought pursuant to this Agreement, the parties, their successors and assigns will not demand jury trial nor file permissive counterclaims outside the bounds of this Agreement in such actions. Each party shall bear their own respective attorney's fees. A court of competent jurisdiction may award court costs to a prevailing party.

16.2 **Counterparts.** This Agreement may be executed in any number of counterparts and by the separate parties hereto in separate counterparts, each of which when taken together shall be deemed to be one and the same instrument.

16.3 **CITY Officials.** The "CITY" is a municipal corporation, and the CITY Manager as its Chief Administrative Officer, or the DIRECTOR

as the CITY Manager's designee, is empowered to make all decisions with regard to this Agreement on behalf of the CITY, unless otherwise provided by law or by resolution of the CITY Commission.

16.4 **Successors and Assigns.** This Agreement may not be assigned, sold, pledged, hypothecated or encumbered, in whole or in part, to any third party or business entity, contract vendee, successor, assign or to an institutional lender providing funding for the PROJECT, without the prior approval of the Miami CITY Commission. The CITY is relying on the commitment, skill and reputation of GRANTEE in performing this work and may withhold or cancel funding in the event there is any assignment, pledge, sale or other disposition by GRANTEE without having first secured the approval of the CITY Manager or his designee, which may be unreasonably withheld or delayed.

16.5 **Notices.** Any and all notices required or desired to be given hereunder shall be in writing and shall be deemed to have been duly given when delivered by hand (including recognized overnight courier services, such as Federal Express) or three (3) business days after deposit in the United States mail, by registered or certified mail, return receipt requested, postage prepaid, and addressed to the CITY Manager and/or Director for the CITY; and President/CEO of the GRANTEE as applicable at the address for such party set forth in the introductory paragraph to this Agreement (or to such other address as any party hereunder shall hereafter specify to the other in writing).

16.6 **Construction.** The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation hereof. All of the parties to this Agreement have participated fully in the negotiation of this Agreement, and accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto. In construing this Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, and reference to any particular gender shall be held to include every other and all genders.

16.7 **Exhibits.** All of the Exhibits attached to this Agreement are incorporated in, and made a part of, this Agreement.

16.8 **Amendments; Termination.** This Agreement may not be amended, modified or terminated except by written agreement of the parties

hereto. Further, no modification or amendment, excepting a termination for cause by the CITY under Section 17 herein, shall be effective unless in writing and executed by the parties, employing the same formalities as were used in the execution of this Agreement.

16.9 OSHA. The GRANTEE warrants that it will comply with all safety precautions as required by federal, state or local laws, rules, regulations and ordinances. The CITY reserves the right to refuse GRANTEE access to CITY property, including project jobsites, if GRANTEE employees are not properly equipped with safety gear in accordance with OSHA regulations or if a continuing pattern of non-compliance with safety regulations is exhibited by GRANTEE.

16.10 ADA. In the course of providing any work, labor or services funded by the CITY, GRANTEE (or its agents and representatives, as applicable) shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act ("ADA") including Titles I & II of the ADA regarding non-discrimination on the basis of disability, and related regulations, guidelines and standards as appropriate. Additionally, GRANTEE will take affirmative steps to ensure non-discrimination in employment of disabled persons.

**17 Default, Termination.**

17.1 In the event of default, CITY shall suspend or withhold reimbursements from GRANTEE. The GRANTEE agrees to repay the CITY on or before thirty (30) days from the date the City Manager declares default of the Agreement that has not been cured to the satisfaction of the City Manager in accordance with Section 17.3 of this Agreement. In the event of default the FUNDING AMOUNT will be considered a loan from the CITY and the CITY may institute any civil actions available by virtue of Florida law, including without limitation, moneys lent and/or open account, among others, to recover such funds. Any amounts not paid when due shall accrue interest at the highest rate permitted by Florida law.

17.2 Default, and subsequent termination for cause may include, without limitation, any of the following:

17.2.1 GRANTEE fails to obtain the insurance or bonding herein required.

17.2.2 GRANTEE fails to comply, in a substantial or material sense, with any of its duties under this Agreement, any terms or conditions set forth in this Agreement, or

any Agreement it has with the CITY, its architect, engineer or contractor arising by virtue of this Agreement, beyond the specified period allowed to cure such default.

17.2.3 GRANTEE fails to complete the Improvements in a timely manner as required by this Agreement.

17.3 Termination for Cause; Force Majeure. In the event of a default, which is not cured within ninety (90) days following the date of a written notice mailed as provided in Section 16.5, the parties shall have all rights and remedies provided by law or equity, subject to the limitations of this Agreement. The CITY Manager may grant one additional extension of not more than ninety (90) additional days in total if such failure to cure is due to Force Majeure as that term is interpreted under Florida law.

17.4 This Agreement and/or the CITY's funding obligations under the Agreement may be terminated, for cause, at the option of and by the CITY Manager, if any default is not cured by GRANTEE or GRANTEE does not comply with any material terms, covenants or condition provided herein within ninety (90) days from the date of a written notice from the CITY Manager; or when, in the opinion of the CITY Commission, termination is necessary to protect the interests of public health, safety or general welfare. This subsection shall not apply during any period of Force Majeure extension pursuant to Section 17.3.

17.5 The laws of the State of Florida shall govern this Agreement. Venue in any civil actions between the parties shall be in Miami-Dade County, Florida. In order to expedite the conclusion of any civil actions instituted by virtue of this Agreement the parties voluntarily and mutually waive their respective rights to demand a jury trial or to file permissive counterclaims in civil actions between them. Each party shall bear their own attorney's fees.

18 No Third-Party Beneficiaries. Neither the CITY nor GRANTEE intends to directly or substantially benefit a third-party by this Agreement. Therefore, the parties agree there are no third party beneficiaries to this Agreement and that no third-party shall be entitled to assert a claim against either of them based upon this Agreement.

19 Authority of GRANTEE Signatories. The undersigned executing this Agreement on behalf of GRANTEE has authority of record pursuant to the attached Corporate Resolution, and all applicable laws of the State of Florida to act on behalf of and

bind GRANTEE to every condition, covenant and duty set forth herein.

20 **Contingency Clause.** Funding for this Agreement is contingent on the availability of funds and of continued authorization for program activities and is subject to termination due to lack of funds or authorization, reduction of funds, and/ or change in laws or legal requirements.

21 **Joint Preparation.** Preparation of this Agreement has been a joint effort of the CITY and GRANTEE and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written, which shall have an effective date of \_\_\_\_\_.

WITNESS

**GRANTEE, Miami Arts Museum of Dade County Association, Inc.,** a Florida Not-For-Profit Corporation

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print Name, Title*

\_\_\_\_\_  
*Print Name, Title of Authorized GRANTEE Officer or Official*

ATTEST:

(Corporate Seal)

\_\_\_\_\_  
Grantee Secretary  
(Affirm Grantee Seal, if available)

ATTEST:

**CITY OF MIAMI,** a municipal corporation of the State of Florida

\_\_\_\_\_  
Priscilla Thompson, CITY Clerk

\_\_\_\_\_  
Joe Arriola, CITY Manager

APPROVED AS TO INSURANCE REQUIREMENTS:

APPROVED AS TO FORM AND CORRECTNESS:

\_\_\_\_\_  
LeeAnn Brehm, Administrator  
Risk Management Department

\_\_\_\_\_  
Jorge L. Fernandez, CITY Attorney



**EXHIBIT A**

**DETAILED PROJECT INFORMATION  
ITEMIZED SCOPE OF WORK, PROJECT BUDGET, TIME OF COMPLETION**

SUBMITTED BY: \_\_\_\_\_  
Date: \_\_\_\_\_

A PROJECT ELEMENT / TASK	B CITY FUNDING AMOUNT	C OTHER SOURCES	D ESTIMATED COST	E DELIVERABLE	F Estimated Completion Time
Soft Costs					
Total Soft Cost					
Hard Costs					
Construction					
Furnishings, Fixtures and Equipment					
Total Hard Cost					
<b>PROJECT TOTALS</b>			<b>TOTAL ESTIMATED PROJECT COST</b>		

The Project Elements /Tasks listed above with an amount listed in Column B, CITY FUNDING AMOUNT, shall constitute the WORK; all items listed in Column A shall constitute the PROJECT. The GRANTEE shall complete all PROJECT Elements/Tasks described above within the time specified.

**Time Of Performance:** WORK Begins \_\_\_\_\_ and Ends \_\_\_\_\_  
PROJECT Begins \_\_\_\_\_ and Ends \_\_\_\_\_

APPROVED BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Director

**EXHIBIT B**

**ENABLING LEGISLATION**

ASAP