

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement this _____ day of _____, 2019.

CITY OF MIAMI BEACH

By: _____
Jimmy L. Morales, City Manager

ATTEST:

Rafael E. Granado, City Clerk

GRANTEE:

Federal ID #:

FRIENDS OF THE BASS MUSEUM, INC., A NOT-FOR-PROFIT CORPORATION

By: _____
George Linderman, President

Article II / General Conditions

1. Parties: The parties to this Agreement are the Grantee listed in Article I, and the City of Miami Beach, a municipal corporation organized under the laws of the State of Florida (City).

2. Term:

(A) This Agreement shall have an initial one-year term running coterminous with fiscal year 2019-2020, October 1, 2019 through September 30, 2020. Subject to funding approval (as described in Section 6) and Grantee's compliance with the terms of the Agreement for the prior fiscal year, the City Manager, at the City Manager's sole discretion, may renew the Agreement for two (2) additional one-year terms. The initial term and each renewal term shall be collectively referred to herein as a "Term".

(B) Termination for Convenience of the City. The City may also, through its City Manager, and for its convenience and without cause, terminate the Agreement at any time during the Term by giving written notice to the Bass of such termination; which shall become effective within thirty (30) days following receipt by the Bass of such notice. Additionally, in the event of a public health, welfare or safety concern, as determined by the City Manager, in the City Manager's sole discretion, the City Manager, pursuant to a verbal or written notification to the Bass, may immediately suspend the services under this Agreement for a time certain, or in the alternative, terminate this Agreement on a given date. If the Agreement is terminated for convenience by the City, the Bass shall be paid for any services satisfactorily performed up to the date of termination; following which the City shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement.

These provisions shall not waive or preclude the City from pursuing any other remedies that may be available to it under the law or under this Agreement.

3. Project Description: The City has delegated to the Bass the responsibility of administering the project described in the Project Description set forth in Composite Exhibit 1, incorporated herein by reference and attached hereto. The Grantee may only use the Grant for the purposes that are specifically described in the Project Description, attached hereto as Composite Exhibit 1. All expenditures will be subject to the terms of this Agreement and, as specified in the Grant Project Budget attached hereto as Exhibit 2, line item changes to said Budget shall not exceed ten percent (10%) per category and shall not exceed ten percent (10%) of the amount allocated on Exhibit 2 per cultural institution, and shall, in no event, exceed the total amount of \$372,000.00. Amendments to the Grant Project Budget in Exhibit 2 shall not be permitted without the prior written consent of the City Manager or his designee. Said requests shall be made in writing, detailing and justifying the need for such changes.

4. Reports: This Grant has been awarded with the understanding that the activities and services contemplated under the described Project will mutually contribute to the enhancement of services available to students at Biscayne Elementary School, Fienberg Fisher K-8 Center, Nautilus Middle School, North Beach Elementary School, Miami Beach Senior High School, and South Pointe Elementary School. To demonstrate that the Grant is fulfilling, or has fulfilled, its purpose, the Grantee must supply the City Manager with a written Final Report documenting that the Grantee has fulfilled all requirements. This report must be received by the City no later than the Final Report deadline set forth in Article I (7). Notwithstanding the preceding, and as a

condition of disbursement of the Grant funds, the City Manager or his designee may require Grantee to submit an interim written report, detailing Grantee's compliance at the time of a partial reimbursement request.

5. Amount of Grant and Payment Schedule: The total amount of the Grant is specified in Article I (2) and is subject to the restrictions set forth herein. In awarding this Grant, the City assumes no obligation to provide financial support of any type whatsoever in excess of the total Grant amount. Cost overruns are the sole principal responsibility of the Grantee. The Grant funds will only be dispersed to the Bass after execution of this Agreement as follows:

A one-time lump sum payment of \$30,000.00 will be paid to the Grantee within thirty (30) days from execution of the Agreement earmarked for the purchase of equipment and supplies ("initial draw"). The Grantee will provide evidence of the expenditures relating to the initial draw pursuant to Section 3(B) of Exhibit 1.

All property and supplies shall remain property of the City at all times. All equipment and non-consumed supplies shall be returned to the City Manager's designee at the end of each school year. Thereafter, grant funds shall be disbursed on a quarterly basis following execution of this Agreement. A detailed invoice must be provided to the City within 30 business days following the end of each quarter. No disbursement will be made until the City has received detailed documentation (invoices, cancelled checks, receipts, etc.) for the expenses, and the original receipts, incurred and paid by the Bass and/or the cultural institutions in the quarter prior and provided that all funds disbursed have been fully utilized as required by this Agreement. Monies shall be dispersed pursuant to the agreed upon schedule in accordance with the requirements of this Agreement.

6. No guarantee of future funding/Funding during the Term: Pursuant to Resolution No. _____, this Agreement was approved with two (2) one-year renewal options, subject to funding approval. No later than February 1st of each fiscal year (for the following fiscal year), Grantee agrees to provide the Administration with a funding request for the Project, which will include a line item budget for the requested amount of grant funds (the "Funding Request"). Upon receipt of the Funding Request and the City Manager's decision to approve a renewal term, the Administration will place the requested grant amount in the budget for consideration and possible approval by the City Commission during the budgetary process for the applicable fiscal year. Each approved Funding Request and corresponding renewal term will be memorialized, in writing, in the form of an amendment to the Agreement, executed by both parties.

The Grantee acknowledges that the receipt of this Grant does not imply a commitment on behalf of the City to continue or provide funding beyond the last approved Funding Request/contract Term.

7. Program Monitoring and Evaluation: The City Manager or his designee may monitor and conduct an evaluation of the Project under this Grant, which may include, with or without limitation, visits by City representatives to observe Grantee's programs, procedures, and operations, or to discuss the Grantee's programs with Grantee's personnel; and/or requests for submittal of additional documentations or written reports, prior to the Project completion date, evidencing Grantee's progress on the Project.

8. Bank Accounts and Bonding: Monies received pursuant to this Agreement shall be kept in accounts in established Miami-Dade County banks or savings and loan associations whose identities shall be disclosed in writing to the City Manager or his designee with the identity and

title of individuals authorized to withdraw or write checks on Grant funds.

9. Accounting and Financial Review: Funded activities must take place on or before the Expenditure Deadline in Article I (5). The Grantee shall keep accurate and complete books and records of all receipts and expenditures of Grant funds, in conformance with reasonable accounting standards. These books and records, as well as all documents pertaining to payments received and made in conjunction with this Grant, including, without limitation, vouchers, bills, invoices, receipts and canceled checks, shall be dated within the fiscal year for which they are approved and 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 Expenditure Deadline specified in Article I (5). These books, records, and documents may be examined by the City, and/or its authorized representatives, at the Grantee's offices during regular business hours and upon reasonable notice. Furthermore, the City may, at its expense, audit or have audited, all the financial records of the Grantee, whether or not purported to be related to this Grant.

10. Publicity and Credits: The Grantee must include the City of Miami Beach logo and the following credit line in all publications related to this Grant: **“This Project is financially assisted by a grant from the City of Miami Beach.”** Failure to do so may preclude future grant funding from the City in the same manner as if Grantee defaulted under this Agreement, pursuant to Article II (*).

11. Insurance: Grantee's insurance requirements are set forth in Exhibit 3, which is attached hereto and incorporated herein.

12. Liability and Indemnification: The Grantee shall indemnify and hold harmless the City and its officers, employees, agents and contractors, from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, agents and contractors 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 officers, employees, agents, servants, partners, principals or contractors. 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. Grantee expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided, shall in no way limit its obligation, as set forth herein, to indemnify, hold harmless and defend the City or its officers, employees, agents and contractors as herein provided.

13. Assignment: The Grantee shall not be permitted to assign this Grant, and any purported assignment will be void, and shall be treated as an event of default pursuant to Article II (*).

14. Compliance with Laws: The Grantee agrees to abide by and be governed by all applicable Federal, State, County and City laws, including but not limited to 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, and Chapter 2, Article VII of the Miami Beach City Code, as amended, which is incorporated herein by reference as if fully set forth herein.

15. Default/Termination Provisions/Repayment or Recapture of Grant Funds: In the event the Grantee shall fail to comply with any of the provisions of this Agreement, after providing Grantee with five (5) calendar days written notice to cure and Grantee failing to cure the default to the satisfaction of the City Manager, the City Manager may terminate this Agreement and

withhold or cancel all or any unpaid installments of the Grant, and the City shall have no further obligation to the Grantee under this Agreement. Notwithstanding the foregoing, if the default is of a nature that cannot be cured, such as engaging in fraudulent conduct or making a material misrepresentation of fact, no cure period shall be required and the City Manager may terminate this Agreement immediately, effective upon Grantee receiving the City's written notification. Further, in the event of termination, at the City Manager's sole discretion, the Grantee may be required to immediately repay to the City all portions of the Grant which have been received by the Grantee, as of the date that the written demand is received.

Any uncommitted Grant funds which remain in the possession or under the control of the Grantee as of the date of the Expenditure Deadline specified in Article 1 (5) must be returned to the City within fifteen (15) calendar days after the Expenditure Deadline. If such funds have been committed but not expended, the Grantee must request in writing from the City Manager an extension of the Expenditure Deadline which, if approved, shall be for a period not to exceed one month.

Grant funds which are to be repaid to the City pursuant to this Section are to be repaid upon demand by delivering to the City Manager a certified check for the total amount due, payable to the City of Miami Beach, Florida.

14. Written Notices: Any written notices required under this Agreement will be 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 this Agreement, and to the City when addressed as follows: City Manager's Office, 1700 Convention Center Drive, 4th Floor, Miami Beach, Florida 33139.

15. Board Training: Pursuant to Resolution 2018-30552, Grantee is required to have 51% or more of its board membership complete the City's training for board members of non-profit agencies, who must have received such training within the last two years prior to Grantee receiving City funds.

16. Florida Public Records Law.

Grantee shall comply with Florida Public Records law under Chapter 119, Florida Statutes, as may be amended from time to time.

The term "public records" shall have the meaning set forth in Section 119.011(12), which means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the City.

Pursuant to Section 119.0701 of the Florida Statutes, if the Grantee meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the Grantee shall:

Keep and maintain public records required by the City to perform the service;

Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the Agreement if the Grantee does not transfer the records to the City;

Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the Agreement, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Grantee keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

REQUEST FOR RECORDS; NONCOMPLIANCE.

A request to inspect or copy public records relating to the City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Consultant of the request, and the Grantee must provide the records to the City or allow the records to be inspected or copied within a reasonable time.

Grantee's failure to comply with the City's request for records shall constitute a breach of this Agreement, and the City, at its sole discretion, may: (1) unilaterally terminate the Agreement; (2) avail itself of the remedies set forth under the Agreement; and/or (3) avail itself of any available remedies at law or in equity.

A Grantee who fails to provide the public records to the City within a reasonable time may be subject to penalties under s. 119.10.

CIVIL ACTION.

1. If a civil action is filed against a Grantee to compel production of public records relating to the City's contract for services, the court shall assess and award against the Grantee the reasonable costs of enforcement, including reasonable attorneys' fees, if:
 - a. The court determines that the Grantee unlawfully refused to comply with the public records request within a reasonable time; and
 - b. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Grantee has not complied with the request, to the City and to the Grantee.

A notice complies with subparagraph (1)(b) if it is sent to the City's custodian of public records and to the Grantee at the Grantee's address listed on its contract with the City or to the Grantee's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A Grantee who complies with a public records request within 8 business days after the notice is

sent is not liable for the reasonable costs of enforcement.

IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY OF MIAMI BEACH
ATTENTION: RAFAEL E. GRANADO, CITY CLERK
1700 CONVENTION CENTER DRIVE
MIAMI BEACH, FLORIDA 33139
E-MAIL: RAFAELGRANADO@MIAMIBEACHFL.GOV
PHONE: 305-673-7411**

Article III / Miscellaneous Provisions

17. Public Purpose: The Grant awarded herein is the result of a finding by the City, based on representatives, documents, materials and other information supplied by Grantee, that the Grantee is performing a public purpose through the programs, projects, and/or services recommended for support. As such, use of Grant funds for any program component not meeting this condition will be considered a breach of the terms of this Agreement and will allow the City to seek remedies including, but not limited to, those outlined in this Grant Agreement.

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

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

20. Contract Represents Total Agreement: This Agreement, including its special conditions and exhibits, represents the whole and total agreement of the parties. No representations, except those contained within this Agreement and its attachments, are to be considered in construing its terms. No modifications or amendments may be made to this Agreement unless made in writing signed by both Parties. The City Manager shall be authorized to execute amendments to this Agreement on behalf of the City.

21. No Discrimination: The Grantee also accepts and agrees to comply with the following Special Conditions:

The Grantee hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) prohibiting discrimination on the basis of race, color, national origin, handicap, or sex.

The Grantee hereby agrees that it will comply with City of Miami Beach Human Rights Ordinance as codified in Chapter 62 of the City Code, and as amended from time to time, prohibiting actual or perceived discrimination in employment, housing, public accommodations, or public services on the basis of race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, disability, marital status, financial status, age, ancestry, height, weight, domestic partner status, labor organization membership, familial situation, or political affiliation.

The City endorses the clear mandate of the Americans with Disabilities Act of 1990 (ADA) to remove barriers, which prevents qualified individuals with disabilities from enjoying the same employment opportunities that are available to persons without disabilities.

The City also endorses the mandate of the Rehabilitation Act of 1973 and Section 504 and prohibits discrimination on the basis of disability and requires that Grant recipients provide equal access and equal opportunity and services without discrimination on the basis of any disability.

22. Governing Law and Exclusive Venue:

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, both substantive and remedial, without regard to principles of conflict of laws. The exclusive venue for any litigation arising out of this Agreement shall be Miami-Dade County, Florida, if in State court, and the U.S. District Court, Southern District of Florida, if in federal court. BY ENTERING INTO THIS AGREEMENT, GRANTOR AND GRANTEE EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.

Composite Exhibit 1 / Project Description

1. Project Description

The 2019-20 school year represents Year Two of the project. While all the cultural institutions in Miami Beach have cultural missions, integrating arts and cultural instruction into the K-12 daily schedule can be a challenge given the complexity of the school program, the diversity of the feeder pattern and the different mediums of cultural content providers. The Bass has conducted numerous meetings with school and arts stakeholders and launched a Beta Test program in the Spring 2019 feeder pattern in the City of Miami Beach. The program delivered unique programming as created by the Bass, the Miami City Ballet, the New World Symphony, the Jewish Museum, the Wolfsonian, and Young Musicians Unite to six (6) of our public schools. Over 2000 children were impacted at every grade level. The schools include Biscayne Elementary, Feinberg Fisher K-8 Center, Nautilus Middle School, North Beach Elementary, Miami Beach Senior High School, and South Pointe Elementary. The pilot fulfilled its purpose to deliver of arts programming into the daily school curriculum. The programming fits into the Miami-Dade County Public School system Science, Technology, Engineering, Arts, and Mathematics (STEAM) initiative but takes the arts programming to a new level. For the 2019-2020 school year, the program will be similar but will expand to include additional cultural institutions.

The program for the 2019-2020 school year has been carefully developed to provide grade-appropriate content for each level. And while not every grade level will receive instruction from all institutions, all grades will experience all institutions over the course of the K-12 education. The details of each institution's deployment is shown in Attachment A. Over the course of the project, each institution will be visiting their school partners at least 3 times on location and once at their institution. Each partnership includes a field trip to the location. Some cultural institutions will be culminating in a show or exhibition as set forth below.

A. THE BASS (Partnered with North Beach Elementary School, Nautilus Middle School, Biscayne Elementary School, South Pointe Elementary School, Fienberg Fisher K-8 Center, and Miami Beach Senior High School)

The Bass IDEAS education initiative uses art as a catalyst for creativity and positive growth. The Bass will engage students to think creatively to solve real world problems such as sea level rise, climate change, and poverty. Students will learn how arts integration with other subject areas (Science, Technology, Engineering and Math) is especially important to our communities in South Florida and throughout the world. Students will create art works that will later be shown at the Bass Creativity Center.

B. MIAMI CITY BALLET (Nautilus Middle School, Biscayne Elementary School, South Pointe Elementary School, and Fienberg Fisher K-8 Center)

Through creative movement and design, students will explore the world of dance/movement and the process of design. Teaching artists will integrate curriculum teachers are working on with students in the classroom and help promote movement, creative thinking and exploration. These classes will help promote group interaction, creativity, body awareness, and classroom etiquette while collaborating with other subject areas. Some partnerships will culminate in a short showcase displaying what students have learned.

C. NEW WORLD SYMPHONY (Partnered with Miami Beach Senior High School)

The New World Symphony is currently working with Miami Beach Senior High Schools music programs to provide a creative approach toward activating the imaginations of youth through musical activities focused on classroom engagement and discovery of classical music.

D. THE WOLFSONIAN – FLORIDA INTERNATIONAL UNIVERSITY (Partnered with Nautilus Middle School)

The Wolfsonian Museum is offering an intensive variant of its already-established STEAM X Design and Zines for Progress programs, reformatted for delivery in two Grade 8 classes at Nautilus Middle School. In-class delivery involves a series of three visits to each classroom by a teaching artist, as well as one field trip to The Wolfsonian. This amounts to seven distinct touch points between The Wolfsonian and Nautilus Middle School.

E. YOUNG MUSICIANS UNITE (Partnered with Nautilus Middle School, Fienberg Fisher K-8 Center, and Miami Beach Senior High School)

Young Musicians Unite will be providing free, consistent music programming to music programs in participating schools. Students will learn the importance of STEAM in the music world through coding, recording, and practice. Through peer to peer mentoring, YMU engages students of different backgrounds and brings them together through a shared passion for music. YMU will be assisting schools struggling to maintain their instruments and equipment by teaching students how to repair their own instruments and supplying the tools needed to continue growing each program.

F. JEWISH MUSEUM OF FLORIDA (Partnered with North Beach Elementary School, South Pointe Elementary School, and Miami Beach Senior High School)

The Jewish Museum is dedicated to telling the story of more than 250 years of Florida Jewish history, arts and culture. With a growing collection of more than 100,000 items, the Jewish Museum will educate students on curating a museum, printmaking, and the importance of STEAM in everyday life.

G. THE FOLLOWING BASS STAFF WILL OVERSEE THE PROJECT:

Kylee Crook has been an integral part of STEAM Initiative serving at the Education Consultant for the City of Miami Beach and Director of Education at The Bass Museum of Art. During Crook's tenure at the Bass Museum of Art, she has established, managed, and expanded the Museum's educational programming and administered several major grants, including the three-year Knight Arts Challenge which allowed for the creation of IDEA@thebass and the three-year Kellogg Foundation Grant which expanded the Bass Museum of Art's education outreach programming by 178%. Crook was named one of Miami Foundation's Miami Leaders for 2013-2014, and has sat as a grant panelist for major Florida funding organizations.

Koren Illa is a Miami-based visual and performing arts education advocate, choreographer, director, and instructor. Koren earned her Bachelor of Fine Arts degree under the school of Education, Business and Performing Arts at Florida International University. Working in the visual and performing arts fields, Ms. Illa has worked alongside KC and the Sunshine Band, the Miami Heat, Arturo Sandoval, the Miss America Pageant Association, and assisted in directing a pilot episode for a TV series airing on Hulu in 2021. Koren has worked with both Miami-Dade and Broward County schools helping promote arts education through after school/in school programming and partnerships. With Koren's well-rounded knowledge of

the visual and performing arts, as well as M-DCPS, Koren is an integral part of the STEAM (Science, Technology, Engineering, Arts and Math) initiative working with each cultural institution, M-DCPS, and the City of Miami Beach to ensure this program exceeds all expectations.

2. Grant Monies

Grant monies in an amount not to exceed \$372,000 will be used to help support the program in the 2019-2020 school year. The following expenses detailed in Exhibit 2 will be incurred in the delivery of the services described above:

- Administrative Salaries/costs (Education School Programs Coordinator and Director of Education – The Bass CMB Education Consultant)
- Training/prep/planning for teachers
- Background check fees
- Bus transportation for field trips
- Parking reimbursement for teachers
- Program Supplies
- Exhibit supplies and install

Grant monies must be spent within budget categories as set forth in Exhibit 2. All publications associated with City of Miami Beach STEAM Initiative Grant support must be approved, in writing, by the City Manager or his/her designee and include the City of Miami Beach logo and the following byline: “City of Miami Beach STEAM Plus Program.”

3. Grantee Responsibilities

The Bass has worked with the principals of each school to develop the cultural pairings for the program, with teachers involved in the lesson planning and schedules. The Bass will be instrumental by managing the program system-wide, including agreements with the schools and the participating cultural organizations.

- A. The program will be monitored through monthly reports to include school hours performed by institutions and a monthly reported of curriculum delivered. The below are the monthly deliverables:
 - A report of school hours deployed by institution and school versus approved scope of work
 - A monthly report by the institution of the curriculum deployed at each grade level
 - A monthly report of costs incurred in accordance with the budget with supporting documentation
 - Number of students served each month
 - Instructional hours for each grade level by school
 - Report as to MDCPS STEAM designation achieved in 2019-2020 (if applicable).
- B. The Grantee will maintain the following as evidence of expenses incurred:
 - Payroll records (including salary, fringe, benefits, etc.)
 - Supplies and services receipts (invoices and cancelled checks)
 - Proof of performances, such as programs, flyers, and brochures
 - Proof of logo and credit line in project publications and advertisements.

The Grantee will categorize and provide the above-listed evidence of expenses incurred according to the Grant budget (i.e. supplies and materials separate from travel expenses).

Travel expenses must be approved in advance, in writing, by the City Manager's designee and must comply with the City's Citywide Procedure Sequence Number OD.20.01 (*Travel on City Business*). The City will not reimburse expenses relating to parking or the use of a rental or transportation service such as Uber or Lyft.

C. Grant Use Restrictions - Grant monies may not be used toward the following:

- Projects that are primarily recreational, political, therapeutic, vocational, rehabilitative, or intended solely for practitioners of a specific religion
- Renumeration of City of Miami Beach employees for any service rendered as part of a project receiving funds from the STEAM Initiative
- "Bricks or mortar" or permanent equipment, unless the purchase price is less than the cost of rental.
- City of Miami Beach services (permit fees, off-duty police, insurance)
- Debt reduction
- Contests
- Indirect or general operating costs related to the operation of the Grantee's organization
- Travel or transportation outside the local Miami Dade County area
- Social/fundraising events, beauty pageants, or sporting events
- Hospitality costs including decorations or affiliate personnel with the exception of artists
- Cash prizes
- Lobbying or propaganda materials
- Charitable contributions.

D. The Grantee will submit a final report no later than the Final Report deadline, set forth in Article I (7), which documents the efforts undertaken to support the program which shall include:

- A summary of overall project and its impact on the identified student populations
- A final project budget
- Results of satisfaction surveys conducted with different stakeholder groups

Attachment A

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Exhibit 2 / Project Budget

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Exhibit 3 / Insurance Requirements

1. The Bass shall maintain, at the Bass' sole cost and expense, the following types of insurance coverage at all times throughout the Term of this Grant Agreement:

- A. Worker's Compensation Insurance as required by Florida law, with Statutory limits and Employer's Liability Insurance with limits of no less than \$500,000 per accident for bodily injury or disease.
- B. Commercial General Liability Insurance on an occurrence basis, including products and completed operations, contractual liability, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence.
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence, for bodily injury and property damage.

2. The policies of insurance referred to in the above paragraph 1 above shall not be subject to cancellation or changing coverage, except upon at least thirty (30) days written notice to the City, and then subject to the prior written approval of City Manager.

3. Additional Insured Status. The City of Miami Beach must be covered as an additional insured with respect to liability arising out of work or operations performed by or on behalf of Bass.

4. Waiver of Subrogation. The Bass hereby grants to City of Miami Beach a waiver of any right to subrogation which any insurer of Bass may acquire against the City of Miami Beach by virtue of the payment of any loss under such insurance. Bass agree to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Miami Beach has received a waiver of subrogation endorsement from the insurer.

5. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than **A:VII**, unless otherwise acceptable to the City of Miami Beach Risk Management Office.

6. Verification of Coverage. Bass shall provide the required insurance certificates, endorsements or applicable policy language effecting coverage required by this Section. All certificates of insurance and endorsements are to be received prior to any work commencing. However, failure to obtain the required coverage prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Miami Beach reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7. Special Risks or Circumstances. The City of Miami Beach, in its sole discretion, through the City Manager, reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Certificate Holder
CITY OF MIAMI BEACH
c/o INSURANCE TRACKING SERVICES
1700 CONVENTION CENTER DRIVE
MIAMI BEACH, FL 33139

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

8. Should Bass fail to obtain, maintain or renew the policies of insurance referred to above, in the required amounts, the City may, at its sole discretion, obtain such insurance, and any sums expended by the City in obtaining said insurance, shall be repaid by Bass to the City, plus ten percent (10%) of the amount of premiums paid to compensate City for its administrative costs. If Bass does not repay the City's expenditures within fifteen (15) days of demand, the total sum owed shall accrue interest at the rate of twelve percent (12%) until paid and such failure shall also be deemed an event of default hereunder.

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