



BROWARD COUNTY CULTURAL DIVISION GRANT AWARD AGREEMENT

This Broward County Cultural Division Grant Award Agreement ("Grant Agreement") is made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and Museum of Discovery and Science, Inc., a Florida not for profit corporation ("Recipient"). County and Recipient are individually referred to as a "Party" and collectively as the "Parties."

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recipient has been awarded a Broward County Cultural Division Grant ("Grant Award") in the category indicated below ("Grant Program") in accordance with the Broward County Administrative Code ("Administrative Code") or as otherwise authorized by the Board of County Commissioners:

- ☐ General Operating Support
- ☐ Program Support (organizational or individual artist)
- ☒ Cultural and Artistic Facilities Capital Support
- ☐ Other:

2. Grant Award Terms and Conditions. By signing this Grant Agreement, Recipient agrees to fully comply with this Grant Agreement and all applicable terms and requirements, including: (i) County's Standard Grant Program Terms and Conditions ("Grant Program Terms"); (ii) logo usage and acknowledgement requirements ("Logos and Requirements"); and (iii) the Artist Support Budget Worksheet (all of which are available at <https://www.broward.org/Arts/Funding/Pages/ManagingYourAward.aspx>). Recipient further agrees to comply with the specific guidelines applicable to the Grant Program identified in Paragraph 1 above ("Grant Guidelines"), which are available at <https://www.broward.org/Arts/Funding/Pages/CulturalFacilities.aspx>. All of the terms and requirements referenced in this paragraph are hereby incorporated into this Grant Agreement.

3. Term. This Grant Agreement begins on the date it is fully executed by the Parties ("Effective Date") and ends ninety (90) days after the end of the Grant Award Period (the "Term").

4. Insurance. If the Grant Award Details indicate that Recipient is required to maintain insurance, the certificate showing the minimum required insurance coverage is attached as Exhibit A and incorporated herein. If the box for insurance is not checked, there are no Recipient insurance requirements for this Grant Agreement.

5. Grant Award. Subject to the Grant Program Terms and compliance with all requirements identified in Paragraph 2 above, Recipient's receipt of the Grant Award is conditioned upon Recipient's compliance with the provisions stated in the Grant Award Details below.

GRANT AWARD DETAILS

| All Grant Awards | |
|--|---|
| County Internal Grant Award Number | CA01-2025 |
| Grant Award Period | October 1, 2024, through September 30, 2025 |
| Grant Award Amount | \$500,000 |
| Grant Award Match Requirement (if any) | Recipient shall provide a minimum cash match of two dollars for every one dollar of the Grant Award. Matching funds may exceed the required cash match but may not fall below the minimum requirement. |
| Is any portion of the Grant Award funded with Tourist Development Tax? | <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (if Yes, identify amount): \$500,000* *Recipient represents and warrants that the Grant Award shall not be utilized for any purposes other than those permitted under Section 125.0104, Florida Statutes. |
| Grant Award Payment Schedule | <p>The Grant Award shall be used for expenses associated with the final phase of installation of the Build a Better World exhibit.</p> <p>The Grant Award will be paid to the Recipient in two installments on a reimbursement basis only after the Recipient has completed certain milestones of the project as listed below.</p> <p>Payment 1: County shall pay Recipient \$250,000 after Recipient provides written documentation to County demonstrating that Recipient has completed 50% of the construction, fabrication, and installation phase (as identified in the Scope of Services below) and has expended at least 50% of the total construction project budget (i.e., 50% of \$2,400,000), which must include at least \$500,000 in MODS required cash match.</p> <p>Payment 2: County shall pay Recipient the remaining \$250,000 after Recipient provides written documentation to County demonstrating that Recipient: (i) completed 100% of the construction, fabrication and installation phase (as identified in the Scope of Services below); (ii) has satisfied its total match obligation (\$1,000,000 cash match); and Recipient provides County with the completed Project Report, which is due no later than sixty (60) calendar days after the <i>Build a Better World</i> exhibit hall is opened to the public.</p> |
| Website at which Grant Guidelines are posted | https://www.broward.org/Arts/Funding/Pages/CulturalFacilities.aspx |

| | |
|--|---|
| Recipient Address | Museum of Discovery and Science, Inc., 401 SW Second Street, Fort Lauderdale, FL 33312. |
| Recipient Insurance Requirements (only if checked). | <input checked="" type="checkbox"/> REQUIRED (If checked, Recipient must maintain insurance coverage in the types and amounts shown in Exhibit A for the duration of the Term.) |
| Cultural and Artistic Facilities Capital Support Grants Only | |
| ADDITIONAL GRANT AWARD TERMS (if any) | <p>SCOPE OF SERVICES:</p> <p>During the Grant Award Period, the Recipient shall complete the following construction project: Build a Better World, a 5,000 sq. ft. permanent exhibit focused on environmental resilience in South Florida.</p> <p>The exhibit hall will be designed, engineered, fabricated, and installed by CambridgeSeven, a nationally recognized architecture and design firm with 50 years of expertise in sustainable design. The project is anticipated to be completed in September 2025.</p> <p>The Grant Award shall be used solely for expenses incurred for the construction, fabrication, and installation of the <i>Build a Better World</i> exhibit hall, including:</p> <ul style="list-style-type: none">• Complete museum site preparations and exhibit installation.• Implement staff training and develop museum programming.• Structural, interactive, and audio/visual installations.• Open exhibit to the public. <p>The construction, fabrication, and installation phase of the project will be completed by September 2025. Recipient shall ensure that the <i>Build a Better World</i> exhibit remains open to the public for a minimum period of two (2) years from its opening date, unless otherwise approved in writing by County. This obligation shall survive the expiration of this Agreement.</p> |

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20__; and Recipient, signing by and through its duly authorized representative.

COUNTY


ATTEST:

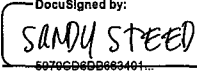
Broward County, by and through
its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

DocuSigned by:
By:  5/22/2025
2817EC8E5E90408
Javier Navas (Date)
Assistant County Attorney

DocuSigned by:
By:  5/22/2025
5070CD8DB683401...
Sandy Steed (Date)
Assistant County Attorney

JN/SS
CA01-2025 Museum of Discovery and Science, Inc .doc
05/21/2025
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BROWARD COUNTY CULTURAL DIVISION GRANT AWARD AGREEMENT

RECIPIENT

Museum of Discovery and Science, Inc.

Signed by:

/A53C848B00F49C...
Joseph Cox, President & CEO

5 day of May, 2025

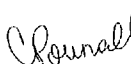
RECIPIENT ADDRESS AND EMAIL
(for notice purposes as provided in the
Grant Award Terms):

Museum of Discovery and Science, Inc.
401 SW Second Street
Fort Lauderdale, FL 33312
Email: joseph.cox@mods.org

Exhibit A

Minimum Insurance Requirements

Project: **Cultural and Artistic Facilities Capital: Museum of Discovery and Science, Inc. – CA01-2025**
 Agency: **Cultural Division**

| TYPE OF INSURANCE | ADDL INSD | SURE WVD | MINIMUM LIABILITY LIMITS | | |
|---|-------------------------------------|-------------------------------------|--|-------------------------------------|-----------------|
| | | | | Each Occurrence | Aggregate |
| GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal and Advertising Injury <input type="checkbox"/> Liquor Liability <input type="checkbox"/> Child Molestation Coverage Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Gen'l Aggregate Limit Applies per: <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____ | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Bodily Injury | | |
| | | | Property Damage | | |
| | | | Combined Bodily Injury and Property Damage | \$500,000 | \$500,000 |
| | | | Personal Injury | | |
| | | | Products & Completed Operations | | |
| | | | | | |
| | | | | | |
| AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i> | <input type="checkbox"/> | <input type="checkbox"/> | Bodily Injury (each person) | | |
| | | | Bodily Injury (each accident) | | |
| | | | Property Damage | | |
| | | | Combined Bodily Injury and Property Damage | \$500,000 | |
| <input type="checkbox"/> EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i> | <input type="checkbox"/> | <input type="checkbox"/> | | | |
| <input checked="" type="checkbox"/> WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i> | N/A | <input type="checkbox"/> | Each Accident | STATUTORY LIMITS | |
| <input checked="" type="checkbox"/> EMPLOYER'S LIABILITY | <input type="checkbox"/> | <input type="checkbox"/> | Each Accident | \$100,000 | |
| <input type="checkbox"/> PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) | N/A | <input type="checkbox"/> | If claims-made form: | | |
| | | | *Maximum Deductible: | | |
| <input type="checkbox"/> Installation floater is required if Builder's Risk or Property are not carried. <i>Note: Coverage must be "All Risk", Completed Value.</i> | <input type="checkbox"/> | <input type="checkbox"/> | *Maximum Deductible (Wind and/or Flood): | Not to exceed 5% of completed value | Completed Value |
| | | | *Maximum Deductible: | \$10 k | |
| Description of Operations: Broward County is additional insured for liability. Insured's insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. For Claims-Made policies insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract or work. | | | | | |
| CERTIFICATE HOLDER: Broward County 115 South Andrews Avenue Fort Lauderdale, Florida 33301 | | |  Digitally signed by COLLEEN POUNALL Date: 2025.05.01 14:07:15 -04'00' _____ Risk Management Division | | |