MEMORANDUM

RTRC
Agenda Item No. 3(F)

TO: Honorable Chairman Anthony Rodriguez and Members, Board of County Commissioners

DATE: June 9, 2026

FROM: Geri Bonzon-Keenan County Attorney

SUBJECT: Resolution waiving competitive bidding procedures by a two-thirds vote of the Board Members present in accordance with section 5.03(D) of the Home Rule Charter and section 26-34 of the Code of Miami-Dade County to approve a programming partnership operating and management agreement between Miami-Dade County and Pelican Harbor Seabird Station, Inc., a not-for-profit entity, to continue to provide for the operation of the Pelican Harbor Seabird Station for the care of sick and injured seabirds, for a term through April 1, 2027 with yearly fees to the County in the amount of $300.00, authorizing the County to execute the agreement for and on behalf of Miami-Dade County and to exercise all rights and provisions contained therein

The accompanying resolution was prepared by the Parks, Recreation and Open Spaces Department and placed on the agenda at the request of Prime Sponsor Commissioner Keon Hardemon.

For
Geri Bonzon-Keenan
County Attorney

GBK/wm

Memorandum

Date: July 21, 2026

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

Subject: Waiver of Competitive Bidding and Recommending Approval of Continuance of Programming Partnership Operating and Management Agreement Between Miami-Dade County and Pelican Harbor Seabird Station, Inc. at Pelican Harbor Marina for the Care of Sick and Injured Aquatic Birds

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Recommendation:
It is recommended that the Board of County Commissioners (Board) waive competitive bidding procedures pursuant to section 26-34 of the Miami-Dade County Code applicable to Programming Partnerships and section 5.03(D) of the Home Rule Charter in order to approve a Programming Partnership Operating and Management Agreement (Agreement) between Miami-Dade County (County) and Pelican Harbor Seabird Station, Inc. (PHSS), a Florida not for profit entity, by a two-thirds vote of the Board members present. This is for use and operation of the Seabird Station located at Pelican Harbor Marina to care for and feed sick and injured aquatic birds as well as provide educational programming for the community. PHSS has been operating from this location since 1990, and they will relocate to its new facility on or before April 1, 2027. This Agreement allows PHSS to remain on County property and continue providing uninterrupted care for the animals it serves until construction of the new facility is complete.

Scope:
PHSS's current facility is located within Pelican Harbor Marina (Park), 1279 NE 79 Street Causeway, Miami, Florida 33138 in County Commission District 3 which is represented by Commissioner Keon Hardemon. PHSS will serve and be open to all residents of Miami-Dade County; therefore, the scope is countywide.

Delegation of Authority:
It is requested that the Board authorize the County Mayor or Mayor's designee to execute the Agreement on behalf of the County and to exercise all provisions contained therein. The County Mayor or Mayor's designee shall be required to seek Board approval for any approvals, consents, actions, events or undertakings that would create a financial obligation, cost or expense to the County beyond those specifically identified and set forth in the Agreement (Attachment A).

Fiscal Impact/Funding Source:
There will be minimal fiscal impact as the County will continue to incur no operating expenses for the current facility but will continue to incur charges for utilities associated with the operation of the building. However, the exact fiscal impact is not quantifiable, as the utility payments for PHSS are paid in conjunction with those associated with the marina as a whole. PHSS will continue to remit their annual payment of $300 per year.

Track Record/Monitor:
The Parks, Recreation and Open Spaces Department's (PROS) Assistant Director of Finance and Administration, Robert Villar, will manage the terms and conditions of the Agreement.

Background:
In 1990, by way of Resolution R-789-90, a Lease Agreement (Lease) was entered into between the County and PHSS which provided for the development and operation of facilities for the purpose of caring for and feeding sick and injured aquatic birds, primarily pelicans and other federally protected birds found injured, ill or orphaned. PHSS cares for around 2,700 native wildlife patients per year, for a total of around 70,000 bird lives impacted over the life of the Lease. The County approved PHSS's request to exercise their available Option to Renew in 2011, extending the term of the Lease for a 10-year term through July 23, 2020, under the same terms and conditions with the mutual understanding that PHSS wanted to expand their current facilities to accommodate higher demand.

After the expiration of the original Agreement, the County then executed a Programming Partnership Operating and Management Agreement with PHSS to allow for the continuance of services without interruption. The agreement, executed in October 2021, remained in place until its expiration date of until December 31, 2023.

PHSS currently continues to operate the facility located at Pelican Harbor Marina while planning to construct a larger building at a different location. PHSS has experienced many roadblocks with the construction of their new building due to a multitude of unforeseen delays, such as issues with permitting, brownfield remediation, archaeological work, and the COVID-19 pandemic. Such delays have drastically affected and postponed PHSS's move-in timeline for several additional years beyond the originally planned move-in date.

PHSS has since notified the County of its intent to relocate to land purchased by PHSS to expand their operation. However, they have recently requested a formal agreement to remain on the County's property and continue to operate at the park until construction of their new building has been completed, which will allow for uninterrupted continuity of care for the thousands of animals they serve. PHSS's current expected relocation date is April 1, 2027.

Approving this Agreement and bid waiver is in the best interest of the County as it ensures the uninterrupted operation of a critical wildlife care and educational facility that has served Miami-Dade County for more than three decades. Pelican Harbor Seabird Station, Inc. provides highly specialized services that protect federally protected aquatic birds, supports environmental stewardship, and delivers meaningful educational and volunteer programming to the community at no material cost to the County.

The Agreement allows the County to continue leveraging a trusted nonprofit partner with a proven track record of operational excellence while avoiding service disruption, vacancy of a County-owned facility, or the need for County-funded alternatives. Additionally, the continuation of this Programming Partnership aligns with the County's strategic goal of maximizing public-private collaborations, preserves a unique park asset, and allows PHSS sufficient time to complete its planned relocation without jeopardizing the thousands of animals and residents who benefit from its services annually.

Attachment: Programming Partnership Operating and Management Agreement between Miami-Dade County and Pelican Harbor Seabird Station, Inc.

Roy Coley
Chief Utilities and Regulatory Services Officer

PROGRAMMING PARTNERSHIP OPERATING AND MANAGEMENT AGREEMENT

THIS PROGRAMMING PARTNERSHIP OPERATING AND MANAGEMENT AGREEMENT (the "Agreement') made and entered into as of this _____ day of _____, 2026 ("Agreement Effective Date"), by and between Pelican Harbor Seabird Station, Inc., a not for profit corporation organized and existing under the laws of the State of Florida, having its principal office at 1279 NE 79 Street Causeway, Miami, Florida 33138 (hereinafter referred to as the "Operator"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County").

WITNESSETH:

WHEREAS, the Operator presently operates a building (the "Seabird Station"), owned by the County, within Pelican Harbor Marina (the "Park") located at 1279 NE 79 Street Causeway, Miami, Florida 33138, for the caring for and feeding of sick and injured aquatic birds, primarily pelicans and other federally protected birds found injured, ill or orphaned, which facilities are administered for the County by its Director of the Parks, Recreation and Open Spaces Department, or designee (the "Department"); and,

WHEREAS, the County previously entered into and executed a Programmatic Partnership Operating and Management, pursuant to which the Operator continued to provide care for sick and injured aquatic birds; and

WHEREAS, the Operator has purchased land elsewhere on which they plan to move their operations in order to expand their facilities (the "New Facilities"); and

WHEREAS, the previously executed Programming Partnership Operating and Management Agreement expired on December 31, 2023; and

WHEREAS, the County desires to have the Operator continue to manage and operate the Seabird Station to continue to care for and feed sick and injured aquatic birds until they relocate to their New Facilities;

NOW THEREFORE in consideration of the mutual covenants and provisions contained herein, the Parties hereto agree as follows:

1. **Definitions**: The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

   A. "The Center" primary use areas shall mean the current Pelican Harbor Seabird Station.
   B. "Contract Date" shall mean the date on which this Agreement is effective, which shall be the first of the month following final execution of this Agreement.
   C. "Contract Manager" shall mean Miami-Dade County's Director, Department of Parks, Recreation and Open Spaces, or the duly authorized representative.
   D. "Days" to mean Calendar Days.
   E. "Facility Support Contribution" shall mean the amounts payable to the County under the terms of this Agreement.
   F. "Agreement" shall mean collectively these terms and conditions, the Scope of Services (Appendix A), Organizational Structure/Staffing Plan (Appendix B), Map of Facilities (Appendix C), List of all Officers, Directors, Managers, Staff, and Volunteers (Appendix D), Disability Non-Discrimination Affidavit (Appendix E), Miami-Dade County Ordinance 08-07 Background Check Ordinance (The Shannon Melendi Act) Affidavit (Appendix F), Article 7 of the Home Rule Amendment and Charter as amended November 4, 2014 (Appendix G), List of Pelican Harbor Seabird Station, Inc. Personal Property (Appendix H), Human Trafficking Affidavit (Appendix I), and all associated addenda and attachments, and all other attachments hereto and all amendments issued hereto.
   G. "Operator" shall mean Pelican Harbor Seabird Station, Inc.
   H. "Scope of Services" to mean the document appended hereto as Appendix A, which details the services to be provided by the Operator.
   I. "Work", "Services", "Program", or "Project" to mean all matters and things required to be done by the Operator in accordance with the provisions of this Contract.
   J. The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Contract Manager;

and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Contract Manager.

2. **Services**: The County seeks from the Operator, and the Operator hereby agrees to continue to provide the County its operational and management expertise and services to provide educational programming, and to operate the Center and related activities in the Center at Pelican Harbor Marina. Operator shall have the right and obligation to operate and use the Center in accordance with the requirements set forth in this Agreement for the benefit of the public and in furtherance of the County's conservation initiatives and goals. The Operator shall provide educational programming and related activities at the Center in accordance with the scope of services set forth in Appendix A during the Agreement Term, as such term is defined in paragraph 9 herein. Except as otherwise set forth herein, Operator shall not provide any services or sell any item or product without the prior written approval of the Department and such approval shall be granted or denied in the sole and absolute discretion of the Department. Any provisions of programs or services not specifically authorized in writing by the Department shall constitute grounds for potential default action taken by the County. The Operator, upon written notice from the Department, shall immediately discontinue the unapproved programs or services. Operator shall conduct its activities at all times in accordance with this Agreement. Operator further agrees that all activity and use shall be in accordance with Article 7 of the Home Rule Charter of Miami-Dade County Agreement. The County reserves the right to access the center at any time for safety, security, or emergency reasons. The County also reserves the right to hold special events on the premises provided the County provides two (2) weeks advance notice of such events.

3. **Operations**: Except when and to the extent that the Center and/or Pelican Harbor Marina may be untenable by reason of damage by fire or other casualty, Operator shall provide programming according to the schedule in Appendix A; and will have adequately trained personnel on the premises for efficient service. Operator shall not discriminate against any person in pricing as among residents of Miami-Dade County, the selection of its members nor in the participation of the community in its activities. Operator shall conduct its activities by being as inclusive as possible of the community.

4. **Limitations on Services and Use**: Subject to Operator's obligations and rights to use Pelican Harbor Marina for the purposes specified in Section 2, Operator shall not suffer or permit the Center or any part thereof to be used in any manner, or anything to be done therein, or suffer or permit anything to be brought into or kept therein, which would in any way (i) violate any Legal Requirements or Insurance Requirements; (ii) cause structural injury to the Center or any part thereof; (iii) constitute a public or private nuisance; (iv) impair the appearance of the Center; (v) materially impair or interfere with the proper and economic cleaning, heating, ventilating or air-conditioning of the Center or the proper and economic functioning of any other common service facilities or common utility of the Center; (vi) impair or interfere with the physical convenience of any of the occupants of Pelican Harbor Marina; or (vii) impair any of the Operator's other obligations under this Agreement; or (viii) violate Article 7 of the Home Rule Charter.

5. **Governmental Approvals**: If any governmental license or permit shall be required for the proper and lawful conduct of Operator's activity at the Center, or any part thereof, and if failure to secure such license or permit would in any way materially and adversely affect the County, then the Operator, at its expense, shall procure and thereafter maintain such license or permit and submit a copy of the same to the County. Operator shall at all times comply with the terms and conditions of each license and permit. The County will provide reasonable and legally appropriate effort to enable and support the obtaining and maintaining of all such license(s) and permit(s).

6. **Nature of the Agreement**

   A. The Agreement incorporates and includes all prior negations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are not commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representation or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives .

   B. The Operator shall provide the work required of it as set forth in this Agreement and render full and prompt cooperation with the County in all aspects of the work performed hereunder.

   C. The Operator acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all work required of it under this Agreement. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by the Agreement, and the Operator shall perform the same as though they were

specifically mentioned, described and delineated.

D. The Operator shall furnish all labor, materials, tools, supplies, and other items required to perform the work necessary that are necessary for the completion of this Agreement.

E. The Operator acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Operator agrees to provide input on policy issues in the form of recommendations. The Operator agrees to implement any and all changes in providing work hereunder as a result of a policy change implemented by the County. The Operator agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

7. **Non-exclusivity**: Operator's use of the premises is non-exclusive, and Operator shall have no exclusive rights to operate any similar activities to those being conducted in the Center in any other location that may be made available by the County.

8. **Appendices**: The Appendices listed in this Paragraph and attached to this Agreement are hereby incorporated in and made a part of this Agreement:

Appendix A:	Scope of Services
Appendix B:	Organizational Structure/Staffing Plan
Appendix C:	Map of Site
Appendix D:	List of all Officers, Directors, Managers, Staff and Volunteers
Appendix E :	Disability Non-Discrimination Affidavit
Appendix F:	Miami-Dade County Ordinance 08-07 Background Check Ordinance (The Shannon Melendi Act) Affidavit
Appendix G:	Article 7 of the Home Rule Amendment and Charter as amended November 4, 2014
Appendix H:	List of Pelican Harbor Seabird Station, Inc. Personal Property
Appendix I:	Human Trafficking Affidavit

9. **Term**: The term of this Agreement extends from contract execution through April 1, 2027, unless earlier terminated.

10. **Option to Renew**: There are no options to renew under the terms of this Agreement.

11. **Guaranteed Yearly Fee**: In consideration of the operations of the Center, the Operator does hereby covenant and agree to pay to the County without deduction or set off of any kind the sum of Three Hundred and 00/100 Dollars ($300.00) per year as Guaranteed Yearly Fee and the County shall allow the Operator to retain all other funds received and generated by Operator relating to its use and operations of the Center. Payment of the Guaranteed Yearly Fee shall commence on the Agreement or any renewal thereof with annual payments due on each calendar year anniversary of the Agreement Date.

12. **Annual Management and Administrative Oversight Fee:** Not applicable to this Agreement.

13. **Payment of Fees**: Guaranteed Yearly Fee and any other payments, provided for in this Agreement ("Payments") shall be made by wire transfer through wire instructions delivered by the County to the Operator upon execution of the Agreement.

14. **Late Payment Charge**: In the event that the Operator fails to make any Payments, by the due date, as required to be paid under the provisions of this Agreement on time, a late payment charge of $50.00 per month will be assessed. The right of the County to require payment of such late payment charge and the obligation of the Operator to pay same shall be in addition to and not in lieu of the rights of the County to enforce other provisions herein, including termination of this Agreement, or to pursue other remedies provided by law.

15. **Sales Tax**: As a not-for-profit corporation registered in the State of Florida the Operator may not be liable for the prevailing State of Florida Sales and Use Tax imposed on the Guaranteed Yearly Fee payable to the County under this Agreement, provided however that the Department is provided copies of the current and valid Certificate of Incorporation and the Florida Department of Revenue Sales Tax Exemption Certificate.

16. **Additional Sales Tax**: If at any time during the term of this Agreement or any renewal thereof, under the laws of the State of Florida, or any political subdivision thereof, a tax, charge, capital levy, or excise on rents (fixed minimum or additional), or other tax (except income

tax), however described, is assessed against the County on account of the Guaranteed Yearly Fee payable herein, such tax, charge, capital levy, or excise or rents or other taxes shall be the responsibility of the Operator. .

17. **Taxes on Operator's Personal Property**: To the extent applicable to Operator as a not-for-profit organization, Operator shall be responsible for, and shall pay before delinquency, all municipal, county, or state taxes assessed against any personal property of any kind, owned by or placed in, upon or about the Project by Operator.

18. **Worthless Check or Draft**: In the event that the Operator delivers a dishonored check or draft to the County in payment of any obligation arising under this Agreement, the Operator shall incur and pay a service charge of $100.00 or five percent (5%) of the face amount of the check, whichever is greater. For each such dishonored check, such payment to be made within not more than five (5) days from written notice of such default. Further, in such event, the County may require that future payments pursuant to this Agreement be made by cashier's check or other means acceptable to the County.

19. **Application of Payments**: Payments are applied to any unpaid balance in the following manner: Payment is first applied to any accrued late fees. The remaining payment balance is then applied to the Guaranteed Yearly Fee, including the associated sales and use tax, if any.

20. **Reporting Requirements**: Monthly evaluations are to take place in-person between the Operator and Park manager. At this time, both parties will be able to discuss any issues or concerns that have occurred over the previous month.

    A. Operator shall complete the affidavit (Appendix G) confirming compliance with the Shannon Melendi Act, codified in Chapter 26, Article III of the Miami-Dade County Code; and Chapter 2014-9, amending Section 942.0438, Florida Statutes, on a yearly basis.
    B. Operator shall complete the affidavit (Appendix F) confirming compliance with the Americans with Disabilities Act of 1990, codified in Chapter 2, Article I, Section 2-8.1.5 of the Miami-Dade County Code; and Resolution R-182-00 amending R-385-95.
    C. Operator shall provide a list (Appendix E) of all Officers, Directors, Managers, Staff and Volunteers working at the Center, on a yearly basis or, earlier, if and when updated by the Operator.
    D. Operator shall provide proof of U.S. Internal Revenue Service tax-exempt status under Sec. 501© (3) of the I.R.C., proof of incorporation as a not-for-profit organization in the State of Florida (Appendix B)
    F. Operator shall submit to the Department at its own expense, within sixty (60) days following each twelve (12) month period full and complete financial report for the Center.
    G. Operator shall provide on an annual basis to the Park Manager, number of programs per quarter, number of participants per program; and total daily attendance for participants per year.
    I. Operator shall provide current Certificates of Insurance (COI) thirty (30) days prior to expiration.
    J. Operator shall provide annually: review of completed background checks against staff list, and all additional items needed to conduct annual reviews.

    Upon review of documents obtained, the Department shall notify Operator in writing of non-compliant elements. The Operator shall resolve all non-compliant issues prior to beginning a new cycle, season or within thirty (30) days of notification. The Department shall have the right to request or perform an audit at its sole expense to determine compliance with the contract terms.

21. **Curtailment or Interruption of Service**: The County reserves the right to interrupt, curtail or suspend the provision of any utility service to which Operator may be entitled hereunder when necessary by reason of accident or emergency or for repairs, alterations, or improvements that, in the reasonable judgment of County are desirable or necessary to be made, or due to difficulty in obtaining supplies or labor or for any other cause beyond the reasonable control of the County. The work of such repairs, alterations, or improvements shall be prosecuted with reasonable diligence. The County shall in no respect be liable for any failure of the utility companies or governmental authorities to supply utility service to Operator or for any limitation of supply resulting from governmental orders or directives. No diminution or abatement of Payments or other charges, nor damages, shall be claimed by Operator by reason of the County's or other individual's interruption, curtailment or suspension of a utility service, nor shall this Agreement or any of Operator's obligations hereunder be affected or reduced thereby. Operator may, at its sole option, suspend or curtail its operations in whole or in part, during any such event.

22. **Accord and Satisfaction**: No payment by Operator or receipt by County of a lesser amount than any payment of Guaranteed Yearly Fee herein stipulated shall be deemed to be other than on account of the earliest stipulated Guaranteed Yearly Fee then due and payable, nor shall any endorsement or statement on any check or any letter accompanying any check or payment for Guaranteed Yearly Fee be deemed an accord and satisfaction. The County may accept such check or payment without prejudice to County's right to recover the

balance of such Guaranteed Yearly Fee or pursue any other remedy provided in this Agreement, at law or in equity. No covenant, term, or condition of the Agreement shall be deemed to have been waived by county, unless such waiver be in writing by County, nor shall there be any accord and satisfaction unless expressed in writing and signed by both County and Operator.

23. **Condition of Center**: Operator hereby accepts the Center for purposes of operating same in accordance with this Agreement in the condition it is in at the beginning of this Agreement with the understanding that the Operator will not alter the footprint of the existing building. Upon the expiration of this Agreement, or its termination in any manner, Operator shall deliver the Center to the County in good and clean condition, loss by fire or other casualty and ordinary wear and tear excepted.

    All equipment and personal property furnished by the Operator shall be of good quality and suitable for its purpose and must be removed from the premise at the end of this term.

24. **Assumptions, Parameters, Projections, Estimates, and Explanations**: The Operator understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Operator for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn there from; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Operator. The Operator accepts all risk associated with using this information.

25. **County Approval**: The Operator agrees that it will obtain prior written approval from the County in all of the following matters:

    A. Material changes from originally approved educational activities or lessons.
    B. Any activity by the Operator, which will infringe on the continuous availability of Pelican Harbor Marina, other than the Center, for general public instruction.
    C. Any use of the County's or Pelican Harbor Marina's name.
    D. Material changes from originally approved signage and graphics. The nature, size, shape and installation of Operator's signs within Pelican Harbor Marina or on or adjacent to the Center must be approved in writing by the County and such approval shall be granted or denied in the sole and absolute discretion of the Department. Said signage must also be approved by all governmental authorities having jurisdiction and must conform to Article 7 of the Miami-Dade Home Rule Charter. Any requests for changes must be made in writing to the Contract Manager and approved prior to installation. All signs shall be removed by the Operator at termination of this License and any damage or unsightly condition caused to the premises because of or due to said signs shall be satisfactorily corrected or repaired by Operator.

    Further it is understood by the Operator that should any of the above items be disapproved, Operator may offer alternative solutions to the County for review.

26. **County Approval of Change**: The County reserves the right with stated just and reasonable cause to require the Operator to change within a stated reasonable amount of time any and all items contained in Paragraph 26 it deems in need of change, despite previous approval of same.

27. **Hours of Operation**: Typically operating hours are Sunday-Saturday 9:00am – 5:00pm, however, operating hours for the Center may vary and should be determined by the Operator, subject to approval by the County, such approval not to be unreasonably withheld. The County may request a change in hours of operation, if, in the reasonable discretion of the County, such change is desirable in providing the best service to the public.

28. **Personnel**: The Operator shall provide County with the name and telephone number of a management person of the Operator who will be on reasonable call, at all times, for emergencies, or other matters related to the operations under this Agreement. The Operator shall ensure that all its personnel performing services under this Agreement and having contact with the public are courteous and cooperative and present a neat, clean, and professional appearance at all times. Failure of an employee to do so shall be grounds for the County to request his or her removal from duties in the Center. The Operator shall ensure that all employees having public contact are able to understand and communicate in spoken English. Operator must also ensure employees are distinctively uniformed or appropriately attired

so as to be distinguishable as the Operator's employees and not as employees of the County; and Operator's employees will not be considered agents of the County.

29. **On-Site Manager/Designee**: Throughout the term of this Agreement, the Operator shall employ a qualified full-time on-site Manager having experience in the management of this type of operation, who shall be available during normal business hours and reasonably on-call at all times, and be delegated sufficient authority to ensure the competent performance and fulfillment of the responsibility of the Operator under this Agreement and to accept service of all notices provided for herein.

30. **Facilities and Services Provided by County**: The County shall provide, at County expense, the following utilities with the exclusion of those related to the use of the boat slip:
    a. Electrical distribution as existing;
    b. Potable Water facilities as existing;
    c. Sewage and waste collection facilities;
    d. Dumpster (Lessee may use the nearest dumpster to Park property for garbage and trash if a proportionate share of its cost is paid by Lessee, as determined by the County. All "raw" garbage to be sealed in waterproof bags or containers.)

31. **Facilities and Services Provided by Operator**: The Operator, at its sole cost, shall provide all equipment and services required for the Operator to fulfill its obligations as set forth in this Agreement. The expenses of the following utilities and maintenance items are the responsibility of the Operator:

    A. Operator shall keep the Center and equipment clean at all times;
    B. Utilities related to the designated boat slip;
    C. Janitorial services and pest extermination services within the Center;
    D. Building and holding pens as more particularly described in Appendix E including all interior and exterior maintenance repair;
    E. Opening/closing of the Center;
    F. Telecommunications Services; and,
    G. Utility extensions, as necessary

    Additionally, see Appendix A, Scope of Services, for more specifically detailed related requirements.

32. **Equipment Installed by Operator:** Operator shall furnish and install all furnishings, fixtures, and equipment necessary for the operation of the Center. All furnishings, fixtures, and equipment acquired for the Center shall be of a reasonable commercial quality and comparable to that found at similar facilities.

    Any equipment and furnishings installed by the Operator shall be in compliance with applicable law and Article 7 of the Home Rule Charter and in keeping with the appropriate standards of decor at the Park.

    Operator shall not materially or adversely alter or modify any portion of the Park, the Center, or the improvements constructed therein without first obtaining written approval from the County. All requests from the Operator for material modifications to the Park, the Center, or the improvements constructed therein must be submitted in writing to the Department with sufficient documentation to justify the request. The Department will consider the information provided and any mitigating circumstances prior to approving or rejecting said requests.

33. **Security and Protection:** Operator acknowledges and accepts full responsibility for the security and protection of its equipment, other personal property, and money used in connection therewith twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year. The County makes no warranties as to any obligation to provide security for the Center or the Park. The County will not accept any responsibility for the Operator's equipment, supplies, other personal property, money, etc.

34. **Permits and Regulations:** Operator covenants and agrees that Operator will obtain any and all necessary permits and approvals and that all uses of the Licensed Property will be in conformance with all applicable laws.

35. **Damages or Destruction of Property**: Operator shall, subject to other provisions of this Section, repair all damages to the Center, caused by the Operator, its employees, agents, or contractors. If the Site is partially damaged, or untenantable for the purposes of this Agreement, the same shall with due diligence be repaired by the Operator from proceeds of the insurance coverage and/or at its own

cost and expense and pro-rata adjustment of the Guaranteed Yearly Fee payable hereunder for the period of the Operator's business interruption, shall be made. If the damage shall be so extensive as to render such Premises untenantable for the purposes intended, but capable of being repaired within thirty (30) days, the damage shall be repaired with due diligence by the Operator from the proceeds of the insurance coverage policy and/or at its own cost and expense, and for the period of Operator's business interruption a pro-rata adjustment shall be made to the Guaranteed Yearly Fee. In the event said Premises are completely destroyed or so damaged that it will remain unusable for more than thirty (30) days, through no fault of the Operator, its employee, agents, contractors or sub-consultants, the Operator and the County shall be under no obligation to repair and reconstruct the premises, and adjustment of the Guaranteed Yearly Fee payable hereunder shall be proportionately made up to the time of such damage or destruction, and the portion of the Agreement which pertains to such destroyed property shall cease and terminate, and all adjustments which are proper including restoration of the site to a clean, neat and usable condition shall be made accordingly. However, at the sole option of the County, and through negotiations pertaining to all matters for continuing the premises in an Agreement, the Operator may reconstruct the premises at its own costs.

36. **Repairs, Alterations, and Additions by the County:** The County, as its responsibility, and at its expense (except if the damage is caused by Operator, its employees, agents, or independent parties), shall make all repairs and replacements, structural and otherwise, necessary, or desirable in order to keep in good order and repair the foundations, roofs and structural soundness of floors and walls of the Common Areas of the Park, excluding the Center.

    Except as provided herein in this Agreement, the County shall have the absolute right to make reasonable repairs, alterations, and additions to any structures and facilities, including the Center under this Agreement, free from any and all liability to the Operator for loss of business or damages of any nature whatsoever during the making of such repairs, alterations, and additions, except for such damage caused by the sole negligence of the County and where not otherwise indemnified by the Operator, subject to the limitations of Section 768.28, Florida Statutes. In making such repairs, alterations, and additions, the County shall take such reasonable measures as are necessary to minimize interference with Operator's operations of the Center, for short term disruption of one week or less to Operator's business where adequate accommodations can be made to minimize the inconvenience and injury to Operator's business. If the Operator's business is interrupted for more than one week, as a result of any of the foregoing, a pro rata adjustment of the Guaranteed Yearly Fee payable hereunder for the period of such interruption may be made.

37. **Diminution for County's Repair:** Except as elsewhere specifically provided in this Agreement, there shall be no allowance to Operator for a diminution of rental value and no liability except for negligence of the County, its employees, agents, or contractors, on the part of the County by reason of inconvenience, annoyance, or interference with Operator's business arising from the County or its agents making any repairs, replacements, alterations, decorations, additions or improvements in or to any portion of the Park, excluding the site, or in or to fixtures, appurtenances or equipment thereof, provided such work (except in case of emergency and to the extent practical) does not unreasonably interfere with Operator's use of the Center.

38. **Time is of the Essence**: Operator covenants at all times to perform promptly all of the obligations of Operator set forth in this Agreement.

39. **Ingress and Egress**: Subject to the terms of this Agreement governing the use of the Center, Operator, its employees, agents and servants, patrons, and invitees, and its suppliers of service and furnishers of materials shall have right of ingress and egress to and from the Center at all times during the Term, and any renewal of this Agreement.

40. **Assignment, Sub-Contracting, and Successors in Interest:**
    A. Operator shall not assign, mortgage, pledge, nor otherwise encumber this Agreement or any portion thereof, nor any property associated with this Agreement without prior written approval of the County.,. Unapproved assignment, mortgaging, pledging, or encumbering shall be grounds for termination of this Agreement, after applicable notice and grace period. It is agreed that all terms and conditions of this Agreement shall extend to and be binding on assignees and other successors as may be reasonably approved by the County.
    B. Operator shall not enter into any sub-contracting Agreement for services required to be provided under this Agreement without prior written approval of the County. It is agreed that all terms and conditions of this Agreement shall extend to and be binding on any sub-Operators. Operator shall be liable for acts and omissions by any sub-Operator affecting this Agreement. The County reserves the right to directly terminate (and pursue any applicable remedy) any sub-Operator of the Operator for any cause for which Operator may be terminated. Any sub-contracting Agreement for Agreement services must be made available and accounted for through the Operator so as to provide seamless service to the public as if provided directly by the Operator.
    C. Should the Property reside in a geographic area that incorporates, becoming an independent municipality, the rights and

obligations granted the County under this Agreement will automatically be assigned and assumed, if, and upon the Park's conveyance to the municipality and this Agreement shall continue and shall not be terminated or amended.

41. **Officers of Operator**: The Operator agrees to provide to the County an accurate list of all officers of the Not-for-Profit Corporation, and any change of corporate name or corporate ownership.

42. **County's Property Insurance**: Any insurance the County may maintain shall not cover Operator's improvements and betterments, contents, or other property of Operator. Operator shall not (after receipt of true and correct copies of any and all such policies) violate, or permit the violation of, any condition imposed by any of the County's insurance policies, and shall not do, or permit anything to be done, or keep or permit anything to be kept in the Center which would increase the fire or other property or casualty insurance rate on the other building or buildings in which the Site is located or property therein over the rate which would otherwise then be in effect.

43. **Operator's Insurance**: The Operator shall furnish to Miami-Dade County, People and Internal Operations Department, Risk Management Division, 111 NW 1st Street, Suite 2340, Miami, FL 33128, as well as Miami-Dade Parks, Recreation and Open Spaces Department, Contracts Management, 275 NW 2nd Street, Miami, FL 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:
    A. Worker's Compensation Insurance for all employees of the Operator as required by Florida Statute 440.
    B. Commercial General Liability Insurance on a comprehensive basis, in an amount not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate, not to include Products and Completed Operations. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
    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.
    D. Professional Liability Insurance in the name of the Operator, or their licensed Design Professional, in an amount not less than $1,000,000 per claim.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "**A-**" as to management, and no less than "**Class VII**" as to financial strength by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

Miami-Dade County reserves the right, upon reasonable notice, to request and examine the policies of insurance (including but not li to policies, binders, amendments, exclusions or riders, etc.).

CERTIFICATE HOLDER MUST READ:

MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128

In the description box just above the certificate holder box, the name and address of the facility should be listed along with the contract number, if applicable. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Operator.

Certificates will indicate that no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

Compliance with the foregoing requirements shall not relieve the Operator of any liability and obligation under this section or under any other section of this Agreement.

Commencement of this Agreement is contingent upon receipt from the Operator of insurance documents in the manner prescribed in this Agreement. The Operator shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period, including any and all option years that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Operator shall be responsible for submitting new or renewed insurance certificates to the County a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the Agreement period, the County shall suspend the Agreement until such time as the new or renewed certificates are received by the County in the manner prescribed in this Agreement; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this Agreement.

The Department reserves the right to reasonably amend the insurance requirements by the issuance of a notice in writing to the Operator. Modification or waiver of any of the aforementioned requirements is subject to approval of the County's Risk Management Division.

44. **Release and Indemnification**: The Operator shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, 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 Operator or its employees, agents, servants, partners principals or subcontractors and not resulting solely from the negligence of the County, its agents, employees or subcontractors. The Operator shall pay all indemnified claims and losses in connection therewith and shall investigate and defend all indemnified claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be issued thereon. The Operator expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Operator shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

45. **Liability for Damage of Injury:** The County shall not be liable for damage or injury to the person which may be sustained by any party or persons at the Site other than the damage or injury to the person if and to the extent caused by the negligence of the County, its contractors, agents, or employees while in the course of County business, and as limited by Section 768.28, Florida Statutes. Nothing herein stated shall eliminate or alter the obligation of the County set forth in other provisions of this Agreement.

46. **No Liability for Personal Property:** All personal property placed or moved in the Property above described shall, except for the negligent act or omission of the County, its employee(s), agent(s), or contractor(s), be at the risk of Operator or the owner thereof. County shall not be liable to Operator or any third party for any damage to said personal property unless caused by negligence of the County, County's agents, employees, or contractors, subject to all limitations of Florida Statutes, Section 768.28.

47. **Patent and Copyright Indemnification:**
    A. The Operator warrants that all Work furnished hereunder, including but not limited to, wall murals, and the like, shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third-party proprietary rights in the performance of the Work.
    B. The Operator shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any wall murals, and the like, in the course of performance or completion of, or in any way connected with, the Work. Accordingly, the Operator at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any such claim, demand, cause of action, debt, or liability herein described.
    C. In the event any Work or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Operator shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Operator's expense, the rights provided under this Agreement to use the item(s).
    D. The Operator shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Work hereunder. The Operator shall enter into agreements with all suppliers and subcontractors at the Operator's own risk. The County may

reject any Work that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

48. **Severability:** If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

49. **Termination for Convenience by County:** The County may end this Agreement, with or without cause, by providing written notice to the Operator at least ninety (90) prior to the effective date of termination of its intent to terminate this Agreement for convenience.

50. **Termination by County**: The County shall have the right to terminate this Agreement if the Operator fails to pay any amounts due under Paragraph 12 and 13 of this Agreement within fifteen (15) days after written notice that the amount has not been so paid or if the Operator, materially and manifestly fails to keep, observe or perform any material covenant, agreement term or provision of this Agreement to be kept, observed, or performed by the Operator and such default continues for a period thirty (30) days after written notice thereof by County of the Operator; unless default cannot be cured within such thirty (30) day period, but in no event shall such default continue for a period greater than one hundred eighty (180) days. Notwithstanding, the foregoing, the County shall be entitled to automatically terminate this Agreement, upon (1) the institution of proceedings in voluntary bankruptcy or reorganization by the Operator; (2) the institution of proceedings in involuntary bankruptcy against the Operator, if such proceedings continue for a period of ninety (90) days; (3) the assignment by the Operator for the benefit of creditors without prior County notification and written approval; (4)the abandonment or discontinuation of operations without the County's written consent, for a period exceeding ninety (90) days; (5) the discovery of any material misstatement by the Operator inducing the County to enter into this Agreement; and (6) the use of the Park for other than public park purposes, upon fifteen (15) days prior written notice and opportunity to cure from the County. If the County terminates this Agreement for cause and in accordance with the applicable dispute resolution provisions of Paragraph **71** of the Agreement, it is later determined that the County's termination was wrongful, then the Operator shall be entitled to continue to utilize the Park in the manner and for the remainder of the Term of this Agreement. Any dispute between the parties as to whether cause for termination exists shall be resolved by the dispute resolution provisions set forth in Paragraph **71** of this Agreement.

51. **Termination by Operator**: Operator shall have the right upon thirty (30) calendar days from receipt of written notice to the County by certified or registered mail to the address set forth in this Agreement to terminate this Agreement without penalty in the event of a determination by the Operator that the New Facilities are ready for the Operator to relocate to at any time prior to the expiration of the Agreement. Operator shall have the right upon thirty (30) calendar days from receipt of written notice to the County by certified or registered mail to the address set forth in this Agreement to terminate this Agreement at any time after the occurrence of one or more of the following events:

    A. A breach by the County of any of the terms, covenants or conditions contained in this Agreement and the failure of the County to remedy such breach for a period of ninety (90) calendar days after receipt of written notice sent by registered or certified mail, return receipt requested, from the Operator, of the existence of such breach.

    B. The assumption by the United States Government or any authorized agency thereof, or any other governmental agency, of the operation, control, or use of the Facility, or any substantial part, or parts, thereof in such a manner as to substantially restrict Operator's operations for a period of ninety (90) calendar days or more.

52. **Surrender of Premises:** At the expiration or earlier termination of the term of this Agreement, Operator shall peaceably surrender the Premises in good and clean condition, ordinary wear and tear and damage by condemnation, fire or other casualty excepted; all improvements made by the Operator in connection with this Operator Agreement shall become the property of the County with the exception of those items in Appendix H. Operator shall deliver all keys, as applicable, for the Center to the County at the place then fixed for the payment of Fees and shall notify the County in writing of all combinations of locks, safes and vaults, if any, in the Center. Ordinary wear and tear shall be deemed not to include damage or injury caused by moving Operator's property or trade fixtures into or out of the Center. Operator's obligation to observe and perform the covenants set forth in this paragraph shall survive the expiration or earlier termination of the term of this Agreement.

53. **Mechanics', Materialmen's and Other Liens:** Operator agrees that it will not permit any mechanic's or materialmen's, to stand against the Property for work or materials furnished to Operator; it being provided, however, that Operator shall have the right to contest the validity thereof. Operator shall immediately pay any judgment or decree rendered against Operator, with all proper costs and charges, and shall cause any such lien to be released off record without cost to County.

54. **Lien:** The County shall have a lien upon all personal property of the Operator on the Site to secure the payment to the County of any unpaid money accruing to the County under the terms of this Agreement.

55. **Limiting Legislative or Judicial Action:** In the event that any municipal, county, state, or federal body of competent jurisdiction passes any law, ordinance, or regulation in any way restricting or prohibiting the use of the Park for the purposes of this Agreement, this Agreement will be null and void and unenforceable by any party to this Agreement and the County shall have no further liability under this Agreement. In the event that a referendum vote of the electorate of the County in any way restricts or prohibits the use of the Site for the purposes of this Agreement, this Agreement will be null and void and unenforceable by any party to this Agreement, and the County shall have no further liability under this Agreement. If the County deems the Agreement null and void by function of this Paragraph, the County will not be liable to the Operator for damages arising there from and the County shall have no further liability under this Agreement.

56. **Property Disposition upon Termination of Agreement**: Following the termination of this Agreement the Operator, within fifteen (15) calendar days, or earlier if determined by the County, shall forthwith remove all of its personal property including, but not limited to, such items listed in Appendix H. Any personal property of Operator not removed in accordance with this paragraph may be removed by the County for storage at the cost of the Operator or shall constitute a gratuitous transfer of title thereof to the County for whatever disposition is deemed to be in the best interests of the County. The County shall not be liable to Operator for the safekeeping of Operator's personal property during or after termination of this Agreement. The County shall have the senior interest in the Operator's personal property. Operator shall also be liable to the County for any expenses incurred by the County in replacing any items wrongfully removed by Operator. It is the intention of the parties to this Agreement that all furnishings and equipment purchased or leased by the Operator, except those permanently affixed to buildings, as defined under the laws of the State of Florida, shall be the personal property of the Operator. Upon termination of this Agreement and the removal of all property by Operator, the Operator shall deliver said premises to the County in the condition set forth in this Paragraph.

57. **Non-Discrimination**: During the performance of this Agreement, the Operator agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination.

    By entering into the Agreement, the Operator attests that it is not in of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Operator or any owner, subsidiary or other firm affiliated with or related to the Operator is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Agreement void. This Agreement shall be void if the Operator submits a false affidavit pursuant to this Resolution or the Operator violates the Act or the Resolution during the term of this Agreement, even if the Operator was not in violation at the time it submitted its affidavit.

59. **Press Release or Other Public Information:** Under no circumstances shall the Operator without the express written consent of the County:
    a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Operator first obtains the written approval of the County. Such approval may be withheld only if the County reasonably believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
    b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and
    c) Except as may be required by law, the Operator and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Operator or such parties has been approved or endorsed by the County.

60. **No Waiver of Right to Enforce**: The waiver by County of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or any subsequent breach of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of the Guaranteed Yearly Fee and Annual Management and Administrative Oversight fee

hereunder by County shall not be deemed to be a waiver of any preceding breach by Operator of any term, covenant, or condition of this Agreement, other than the failure of Operator to pay the particular Guaranteed Yearly Fee and Annual Management and Administrative Oversight fee, so accepted, regardless of County's knowledge of such preceding breach at the time of acceptance of such Guaranteed Yearly Fee and Annual Management and Administrative Oversight fee.

61. **Rules and Regulations**: The Operator will observe, obey, and comply with all rules and regulations adopted by the County and all laws, ordinances and/or rules and regulations of the Parks, Recreation and Open Spaces Department or other governmental units and agencies having lawful jurisdiction, which may be applicable to Operator's operations under this Agreement. Failure to do so will constitute a breach of the Agreement.

62. **Emergency Preparedness**: The Operator shall prepare plan(s) for emergencies, including, but not limited to, fire, acts of nature, that are consistent with the County's emergency plan for the Park and implement the approved plan(s) if reasonably instructed to do so by the County.

63. **Inspection by County**: The County shall have the authority to make periodic reasonable inspections of all the Operator's equipment, and operations during the normal operating hours thereof to determine if such are being maintained in a neat and orderly condition. The Operator shall be required to make any improvements in cleaning or maintenance methods reasonably required by the County. Such periodic inspections may also be made at the County's discretion to determine whether the Operator is operating in compliance with the terms and provisions of this Agreement.

64. **Right of Entry**: During the one hundred and eighty (180) days prior to the expiration of the term of this Agreement, the County may show the Center to other prospective Operators. If during the last ninety (90) days of the term of this Agreement, Operator shall have removed all or substantially all of Operator's property there from. The County may immediately enter, alter, renovate, and redecorate the Center without elimination or abatement of fee or other compensation and such action shall have no effect upon this Agreement.

65. **Equipment and Amplifiers**: No voice or sound amplification or Public Address equipment will be used unless approved in writing by the Department. No motorized or mechanical equipment may be used in connection with this Agreement unless approved in writing by the Department.

66. **Notices**: Any notices submitted or required by this Agreement shall be sent by registered or certified mail, return receipt requested or delivery by hand, addressed to the parties as follows or to such other address as either party may designate in writing, and where receipt of same is acknowledged by the receiving party:

To the County:

Contract Manager
Miami-Dade Parks, Recreation and Open Spaces
275 NW 2nd Street, 5th Floor
Miami, Florida 33128

Park Manager
Miami-Dade Parks, Recreation and Open Spaces
1275 NE 79th St
Miami, Florida 33138

Department Director
Miami-Dade Parks, Recreation and Open Spaces
275 NW 2nd Street, 5th Floor
Miami, Florida 33128

To the Operator:

Pelican Harbor Seabird Station
1279 NE 79 Street Causeway
Miami, Florida 33138
Attention:

The County may alternatively provide notice by posting written notice on or at the Center. If attempted delivery of such notice by mail is thwarted by any avoidance of receipt or unavailability for receipt by the intended recipient that notice will have the effect of being

constructively received by the recipient.

67. **Interpretations**: This Agreement and the appendices and attachments hereto, and other documents specifically referred to herein, shall be interpreted as a whole unit and paragraph headings are for convenience only. The Agreement shall not be construed in favor of one party or the other. All matters involving the Agreement shall be governed by Laws of the State of Florida.

68. **Independent Operator Relationship**: The Operator is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Operator's sole direction, supervision and control. The Operator shall exercise control over the means and manner in which it and its employees and/or volunteers perform the work, and in all respects the Operator's relationship and the relationship of its employees and/or volunteers to the County shall be that of an independent Operator and not as employees and agents of the County. The Operator does not have the power or authority to bind the County in any promise, Permit or representation other than specifically provided for in this Agreement.

69. **Dispute Resolution:**
    a) The Contractor hereby acknowledges that the County's Contract Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Operator's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
    b) The Operator shall be bound by all determinations or orders and shall promptly comply with every order of the Contract Manager, including the withdrawal or modification of any previous order and regardless of whether the Operator agrees with the Contract Manager's determination or order. Where orders are given orally, they will be issued in writing by the Contract Manager as soon thereafter as is practicable.
    c) The Operator must, in the final instance, seek to resolve every difference concerning the Agreement with the Contract Manager. In the event that the Operator and the Contract Manager are unable to resolve their differences, the Operator may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
    d) In the event of such dispute, the parties to this Agreement authorize the County Mayor or designee, who may not be the Contract Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Mayor within 10 days of the occurrence, event or act out of which the dispute arises.

70. The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Operator's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Operator to the County Mayor for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Operator. Except as such remedies may be limited or waived elsewhere in the Agreement, Operator reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

Mutual Obligations:

a) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party.
b) In those situations where this Agreement imposes an indemnity obligation on the Operator, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Operator fails to diligently defend such claims, and thereafter seek indemnity for costs from the Operator.

71. **No Partnership or Agency:** The County and the Operator are independent entities and the officers, employees, and agents of one are not, and shall not represent themselves to be, officers, employees, or agents of the other. This Agreement does not constitute and shall not be represented to constitute a partnership between the County and the Operator.

72. **Choice of Venue and Law:** Any litigation between the County and the Operator relating in any way to this Agreement shall be brought and presented exclusively in a Court located in Miami-Dade County, Florida, and governed by the laws of Florida.

73. **Audits:** Pursuant to County Ordinance No. 03-2, the Operator will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Operator agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

74. **Conflict of Interest**: The Operator represents that:

a. No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received from Operator or been promised by Operator any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.

b. There are no undisclosed persons or entities interested with the Operator in this Agreement. This Agreement is entered into by the Operator without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

i) is interested on behalf of or through the Operator directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or

ii) is an employee, agent, advisor, or consultant to the Operator or to the best of the Operator's knowledge any subcontractor or supplier to the Operator.

c. Neither the Operator nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Operator shall have an interest which is in conflict with the Operator's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Operator provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

d. The provisions of this Paragraph are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

e. In the event Operator has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Operator shall promptly bring such information to the attention of the Contract Manager. Operator shall thereafter cooperate with the County's review and investigation of such information and comply with the instructions Operator receives from the Contract Manager in regard to remedying the situation.

75. **Local, State, and Federal Compliance Requirements**: Operator agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including but not limited to:

a. Prohibition against Liens. The Operator is prohibited from placing a lien on the County's property. This prohibition shall be placed in all Subcontractor contracts.

b. Operator shall conduct background checks on all owners, staff, and volunteers pursuant to Miami-Dade County Ordinance No. 08-07 and ensure the safety of the patrons of the Park by meeting the requirements of Chapter 26 "Miami-Dade County Park and Recreation Department Rules and Regulations, Article III, The Shannon Melendi Act".

c. Miami-Dade County Commission Ordinance No. 16-58, regarding a ban on use of polystyrene (also known as Styrofoam) in Parks.

Notwithstanding any other provision of this Agreement, Operator shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Operator, constitute a violation of any law or regulation to which Operator is subject, including but not limited to laws and regulations requiring that Operator conduct its operations in a safe and sound manner.

76. **Inspector General Reviews:**

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Operator shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Operator's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Operator, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Operator in connection with this Agreement. The terms of this Paragraph shall not impose any liability on the County by the Operator or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Operator. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and Agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (I) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Operator, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Operator from the Inspector General or IPSIG retained by the Inspector General, the Operator shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Operator's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

77. **E-Verify:** Operator acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of (a) all persons employed by the Operator to perform employment duties within Florida during the term of the Agreement; and (b) all persons (including subcontractors/subconsultants/subvendors) assigned by the Operator to perform Work pursuant to the Agreement with the County. The Operator acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Agreement is a condition of the Agreement with the County.

78. **Access Statement**: To request material in accessible format, sign language interpreters, and/or any accommodation to participate in any Miami-Dade County sponsored program or meeting, contact David Livingstone at DCL@miamidade.gov, 305-755-7824 at least 7 days in advance to initiate your request. TTY users may also call 711 (Florida Relay Service).

79. **Public Records and Contracts for Services Performed on Behalf of a Public Agency:** The Operator shall comply with the Public Records Laws of the State of Florida, including by not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the County in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Operator upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement.

    IF THE OPERATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OPERATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 755-7824, DCL@MIAMIDADE.GOV, 275 NW 2nd STREET, MIAMI, FLORIDA 33128.

80. **Survival**: The parties acknowledge that any of the obligations under this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Operator and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date herein above set forth. By the signatures below, each party hereby represents and warrants that each individual is duly authorized to enter into and execute this Agreement for and on behalf of the respective organizations.

Operator

By: _____

Name: Chloe Chelz

Title: Executive Director

Date: 3/5/26

Attest: _____
Corporate Secretary/Notary Public

Corporate Seal/Notary Seal

CARLOS ZELAYA
Notary Public - State of Florida
Commission # HH 598372
My Comm. Expires Oct 1, 2028

Miami-Dade County

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____
Clerk of the Board

_____
Approved by County Attorney as to form and legal sufficiency

Appendix A - Scope of Services

2.1 Introduction/Background

The Miami-Dade Park and Recreation Department owns and operates Pelican Harbor Marina (the Park) located at 1279 NE 79th Street Causeway, Miami, Florida 33138. The Park contains the facility known as the Pelican Harbor Seabird Station, Inc., and is being made available to a not-for-profit organization.

The Seabird Station (Station), originally started in 1980, was founded to rescue and rehabilitate injured brown pelicans. Since then, the Seabird Station has been permitted by the Florida Fish and Wildlife Conservation Commission and the United States Fish and Wildlife Service to rescue, rehabilitate and release migratory birds.

2.2 Center Operation Requirements

2.2.1 It is anticipated that the Center be open and Services be provided Sunday-Saturday between the hours of 9:00 AM and 5:00 PM to provide wildlife drop off service.

2.2.2 It is anticipated that the Center be open and Services be provided as needed to provide educational conservation programming, in coordination with the County.

2.2.3 Any activities that require the use of Pelican Harbor Marina beyond normal operating hours must be coordinated with the Park Manager at least 2 weeks in advance.

2.2.4 No part of the Center shall be used for the purpose of commercial advertising.

2.2.5 Parking

2.2.5.1 Staff, volunteers and visitors shall be afforded three (3) designated parking spaces at the facility, as approved by the Department, at no charge.

2.2.5.2 No more than three (3) additional parking spaces in the marina patron parking lot may be utilized by Pelican Harbor staff, volunteers and visitors. Additional volunteers and guests must park outside the marina parking lot area.

2.2.5.3 Parking within Pelican Harbor Marina beyond what is designated here would be subject to the parking rules and rates in effect at the time.

2.2.6 Operator and County will meet as needed on a monthly basis to coordinate use of the facilities and Pelican Harbor Marina for respective programming or activities.

2.2.7 Operator shall be responsible for landscape maintenance of all facilities covered by this agreement.

2.3 Services to be Provided

The Operator shall provide the following services without use of a Subcontractor:

2.3.1 Provide methods of receiving injured, maimed, sick, abandoned or orphaned birds.

2.3.2 Operator shall be available to retrieve and transport injured birds to the center.

2.3.3 The Operator shall provide for the care and feeding in such a manner as to be able to return the birds to their natural environment.

2.3.4 Other Services to be provided:

2.3.4.1 Provide qualified staff to carry out requirements of the Scope of Services. Operator represents that all persons delivering the Services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and Services set forth this Scope of Services and to provide and perform such Services the County's satisfaction.

2.3.4.2 Provide staff capable of opening, closing, supplying, and cleaning the Center during the Operator's designated hours of operation.

2.3.4.3 Provide all necessary equipment to ensure successful educational programming operations (including, but not limited to, educational materials, supplies, etc.) All equipment and personal property furnished by Operator shall be of good quality and suitable for its purpose.

2.3.4.4 Provide an operation that will be safe, customer oriented with prompt service, complaint resolution, effective employee performance and training and timely initiation and completion of all Work and Services;

2.3.4.5 Manage, operate, and maintain the Center and provide Services and activities in accordance with legal requirements and safety practices required for the safe operation;

2.3.4.6 Take good care of the Center and using the same in a careful manner and, at its own expense, repair County property and Center damaged by its operations;

2.3.4.7 Keep all equipment and supplies necessary to maintain the Center in the same condition as at the

commencement of this agreement ordinary wear and tear excepted;

2.3.4.8 Ensure employees are distinctively uniformed or appropriately attired so as to be distinguishable as the Operator's employees and not as employees of the County;

2.3.4.9 Prepare plan(s) for emergencies, including, but not limited to, fire, acts of nature, child injury, child choking, etc., and implement the approved plan(s) if instructed to do so by the County.

2.4 Educational Programming

2.4.1.1 Operator will be expected to offer educational programs and guided tours which will provide for a thorough understanding of the importance of rescuing, rehabilitating and releasing migratory birds. Other courses that may be offered are educational outreach programs to schools and summer camps.

2.4.1.2 All programming must be pre-approved (such approval not to be unreasonably withheld) by the County to avoid conflict with or detract from County programming.

2.5 Operator's Rights and Responsibilities

2.5.1 Operator shall be responsible for janitorial service within the Center. The Operator shall keep the Center and equipment clean at all times. If the Center and equipment are not kept clean in the opinion of the County, the Operator will be advised and if correction action is not immediately taken, the County will cause the same to be cleaned and/or treated and the Operator shall assume responsibility and liability for such cleaning costs associated.

2.5.2 Operator shall, at its sole cost, obtain all permits, licenses, and approvals required for operation and performance under this Contract.

2.5.3 Operator shall repair all damages to the Center or Park caused by the Operator, its employees, agents, or independent contractors.

2.5.4 Operator shall use the Center only for the use permitted and shall not provide any services or sell any item or product without the prior written approval of the County, such approval not to be unreasonably withheld in each instance. Further, all activity and use shall be in accordance with Article 7 of the Home Rule Charter of Miami-Dade County.

2.5.5 Operator shall not permit the Center or any part thereof to be used in any manner, or anything to be done therein, or permit anything to be brought into or kept therein, which would in any way (i) violate any Legal Requirements or Insurance Requirements; (ii) cause structural injury to the Center or Park or any part thereof; (iii) constitute a public or private nuisance; (iv) negatively impair the appearance of the Center or Park; (v) materially impair or interfere with the proper and economic cleaning, heating, ventilating or air-conditioning of the Center or Park or the proper and economic functioning of any other common service facility or common utility of the Center or Park; (vi) materially impair or interfere with the physical convenience of any of the occupants of the Center or Park; or (vii) impair any of the it's other obligations under this Contract.

2.5.6 Throughout the term of this Agreement, including any renewal term, the Operator shall be responsible for the timely payment (i.e., before delinquency) of any and all taxes levied on the Operator, which taxes relate to, arise out of, or are a result of the operations and/or performance under this Agreement. The Operator's liability for the payment of taxes shall encompass taxes imposed by any taxing authority including, but not limited to, state, county, and municipal taxing authorities.

2.5.7 Acquiring and maintaining all supplies and equipment necessary for educational programming and related activities.

2.5.8 Picking up trash in and around Operator's designated area and emptying all trash into a dumpster on the fire station site that is regularly serviced by a waste management company.

2.5.9 Ensuring that at least one staff person on-site must possess a current certification in CPR and First Aid at any time during Operator's operation hours.

2.5.10 Operator shall observe, obey, and comply with all rules and regulations adopted by the County and all laws, ordinances and/or rules and regulations of PROS or other governmental units and agencies having lawful jurisdiction, which may be applicable to the operations under this contract, including, but not limited to:

2.5.10.1 Miami-Dade County Commission Ordinance No. 16-58, regarding a ban on use of polystyrene (also known as Styrofoam) in Parks.

2.5.11 Operator shall be responsible for the reporting requirements as set forth in this Agreement, under Article 20:

2.5.12 Operator, at its expense, shall comply with Miami-Dade County Ordinance No. 08-07, Chapter 26, "Miami-Dade County Park and Recreation Department Rules and Regulations, Article III, The Shannon Melendi Act" The Operator shall ensure that all Operator's management, staff, and volunteers:

2.5.12.1 Have had nationwide criminal background checks conducted by a Professional Background Screener.

2.5.12.2 Have been screened through the Florida Department of Law Enforcement Sexual Predator/Offender Database, and a check of the National Sex Offender Public Registry.

2.5.12.3 Have been verified as being United States Citizens or having legal immigrant status employment.

2.5.12.4 Complete an affidavit affirming that no work or volunteer duties will be performed on Park property owned or operated by Miami-Dade County in violation of this Ordinance and that an arrest will be reported to the Operator within forty-eight (48) hours of such arrest.

2.5.12.5 Wear picture identification at all times while on County property and when in direct contact with the general public.

2.5.12.6 Retain all records demonstrating compliance with the background screening required herein for not less than three (3) years beyond the end of the contract term. The Operator shall provide the County with access to these records annually, or at the request of the County.

2.5.13 Operator shall comply with PROS lightning prediction systems and/or safety rules.

2.5.13.1 All outdoor activities will be suspended when the horns sound (a 15-second warning blast) or any sign of imminent lightning is observed. Once the audible alarm has sounded and strobes are flashing, shelter should be taken, either in a large building or a vehicle (not a convertible). Outdoor activity may be resumed only after three 5-second horn blasts have sounded, ensuring the storm has moved out of the area, and the strobe warning lights are off.

2.5.13.2 For facilities without an electronic prediction system or periods where the system's warning horns are off, use the 30/30 lightning safety rule. If you see lightning and you cannot count to thirty (30) before hearing thunder, seek shelter. Then stay sheltered for thirty (30) minutes after hearing the last clap of thunder before resuming outdoor activities.

2.5.13.3 Due to space limitations, park buildings should not be considered as shelters from imminent lighting.

2.6 County's Rights and Responsibilities

2.6.1 The County shall have the right to approve of the means, methods and personnel for the services that Operator is to provide pursuant to this Agreement, provided that such approval shall not be unreasonably withheld. Operator

2.6.2 The County shall have the right, without limitation, to monitor and test the quality of Services of the Operator.

2.6.3 The County shall have the authority to make periodic reasonable inspections of the Center, equipment, and operations during the normal operating hours thereof to determine if such are being maintained in a neat and orderly condition. The Operator shall be required to make any improvements in cleaning or maintenance methods reasonably required by the County. Such periodic inspections may also be made at the County's discretion to determine whether the Operator is operating in compliance with the terms and provisions of this Contract.

2.6.4 The County reserves the right to reasonably determine the attractiveness and appropriateness of the Center and to request that the Operator make reasonable changes, if necessary.

2.6.5 The County shall have the right, at its sole cost and expense, without limitation, to make any repairs, alterations and additions to any structures and facilities in the vicinity of the Center.

2.6.6 The County shall have the right to evaluate the educational programming on a monthly basis to ensure performance meets the requirements of this Agreement. In addition, the County shall have the right to conduct an annual performance review at the end of each Agreement year to ensure adherence to contractual requirements and a review of financial documentation (including balance sheet, profit & loss, and tax returns, if applicable), among other items as deemed applicable by the County, as part of this review.

2.6.7 In the event of inclement weather, the Park Manager or on-site Park staff shall have the final decision concerning closing of Pelican Harbor Marina, reopening of Pelican Harbor Marina, and rescheduling of activities if applicable.

2.7 Special Events

All special events or additional facility usage beyond that set forth in the Agreement will require written approval from the Park Manager or the Parks Director, as applicable. Requests must be submitted to the Park Manager in writing, at least two (2) weeks in advance depending upon the nature and size of the event. Requests should include number of people expected to attend, duration and support requirements (staff, parking, restrooms, etc.). Additional insurance and fees may be required in accordance with Administrative Order 8-3 and/or the Parks Department Fee Schedule, as applicable. Requests for special events, as defined in AO 8-3, shall be made in accordance with the requirements of AO 8-3.

Appendix B – Organizational Structure/Staffing Plan

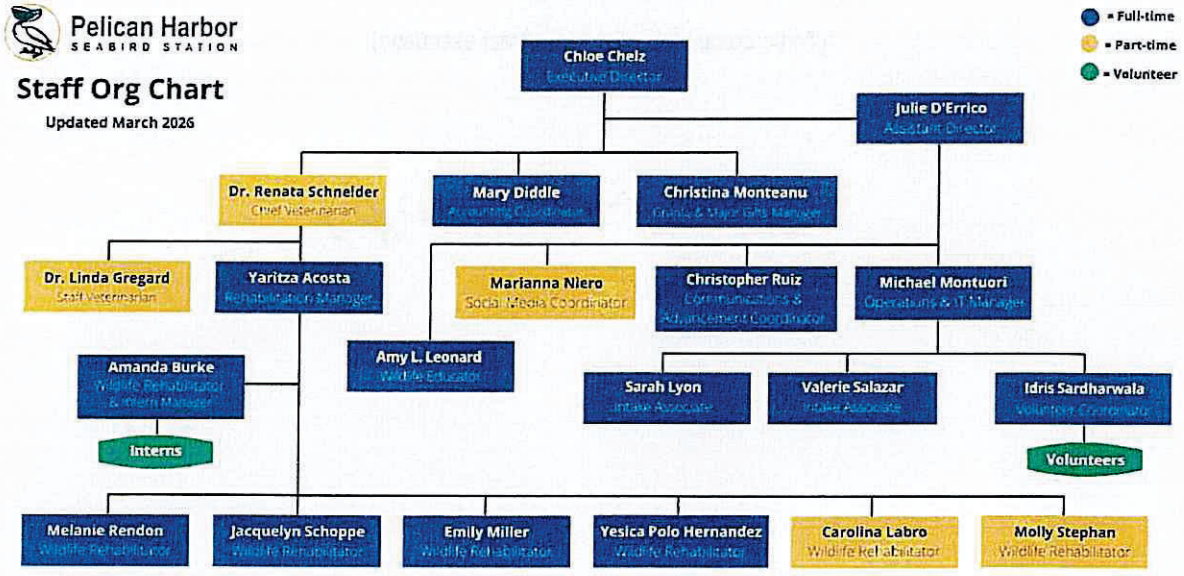
(to include a list of bylaws/mission/goals, financial structure (including financial statements for two prior years and pending debts), budget (including paid staff), proof of U.S. Internal Revenue Service tax-exempt status under Sec. 501(c)(3) of the I.R.C., proof of incorporation as a not-for-profit organization in the State of Florida, proof of required insurance or ability to obtain required insurance, funding, rules of participation, etc.)

(To be completed prior to contract execution)

(See next page)

Appendix B

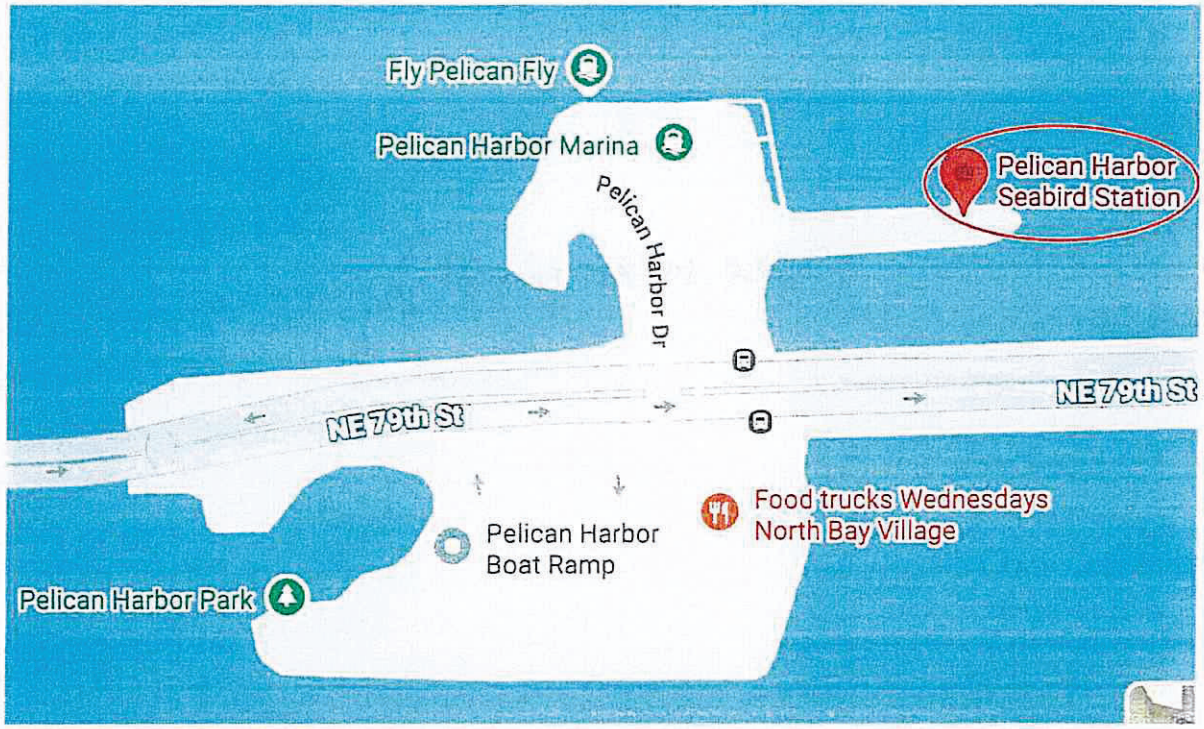
Current Organizational Structure / Staffing Plan



Appendix C – Map of Site

(See next page)

Appendix C
Updated Site Map



Appendix D - List of all Officers, Directors, Managers, Staff and Volunteers
(To be completed and supplied prior to Contract execution and updated annually)

During programming and operation provide a list of all staff and volunteers

(See next page)

Appendix D

Updated List of all Officers, Directors, Managers, Staff, and Volunteers

Board of Directors
Robert Glidewell, Chairman
Marcus McCarthy, Vice Chairman
Darren Steinbook, Treasurer
Helene Valentine, Secretary
Jacey Birch
Adrian P. Chapman
Jacqueline Contney
David Epstein
Jacqueline D. Greenberg, CPA
Julio Isaza
Dr. Gwen E. Myers
David Wallack
David Williams, Jr.

Directors
Chloe Chelz, Executive Director
Julie D'Errico, Assistant Director

Managers
Dr. Renata Schneider, Chief Veterinarian
Yaritza Acosta, Rehabilitation Manager
Amanda Burke, Wildlife Rehabilitator and Intern Program Manager
Michael Montuori, Operations and IT Manager

Staff (Full- and Part-Time)
Dr. Linda Gregard, Staff Veterinarian
Melanie Rendon, Wildlife Rehabilitator
Jacquelyn Schoppe, Wildlife Rehabilitator
Yesica Polo Hernandez, Wildlife Rehabilitator
Caroline Labro, Wildlife Rehabilitator
Molly Stephan, Wildlife Rehabilitator
Christopher Ruiz, Communications and Advancement Coordinator
Marianna Niero, Social Media Coordinator
Amy Leonard, Wildlife Educator
Valerie Salazar, Intake Associate
Sarah Lyon, Intake Associate
Idris Sardharwala, Volunteer Coordinator
Mary Diddle, Accounting Coordinator

Volunteers (Active)
Ana Beck
Marcos Lopez
Maya Castro
Carolina Casariego
Maryangel Restrepo
Cassie Cesare
Silvana Mojica
Daniela Villatoro
Marina Pelayo
Daniella Blanda
Yuliana Preciado
Daniel Berhane
Jill Leslie
Christine Guzman
Amber Moon
Morgan Parker
Maddyson Mathieu
Jordan Carrasquillo
Lauren Manner
Madison Black
Savannah Chapman
Crystal Malvaes
Hallie Halpern
Andrea Lopez
Christopher Revilla
Madeline Casco
Marion Lang
Giulia Spagnolo
Carlos Gonzalez
Lara Rizkalla
Mabel ("Angel") Fernandez
Nina Mendoza
Haley McAdams
Marilis Rodriguez
Nanette ODonnell
Melanie Ostashev
Lauren Smith
Janaya Mesamours
Alexandra Cassels
Arteen Farrokhi
John Bolton
Jennifer Bolton
Daniel Yeager
Alena Vokueva
Kara Hazirjian
Lissette Oramas
Samantha Nieman
William Nordlund

Appendix E - Disability Non-Discrimination Affidavit
(To be completed and supplied prior to Contract execution and updated annually)

DISABILITY NONDISCRIMINATION AFFIDAVIT

CONTRACT REFERENCE: _____

NAME OF FIRM, CORPORATION, OR ORGANIZATION: Pelican Harbor Seabird Station, Inc.

AUTHORIZED AGENT COMPLETING AFFIDAVIT: Chloe Chelz

POSITION: Executive Director PHONE NUMBER: (786) 389 9772

I, Chloe Chelz, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Rehabilitation Act of 1973, 29 U.S.C. Section 794

The Federal Transit Act, as amended 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

Chloe Chelz
Signature

3/5/26
Date

SUBSCRIBED AND SWORN TO (or affirmed) before me on 03/05/26 (Date)

by Chloe Chelz (Affiant) He/She is personally known to me or has presented FLDL (Type of Identification) as identification.

Carlos Zelaya
(Signature of Notary)

HH598372
(Serial Number)

Carlos Zelaya
(Print or Stamp Name of Notary)

10/01/28
(Expiration Date)

Notary Public (State) _____ Notary Seal

CARLOS ZELAYA
Notary Public - State of Florida
Commission # HH 598372
My Comm. Expires Oct 1, 2028

A-4 - Rev. 1/2/98

Appendix F – Miami-Dade County Ordinance 08-07 Background Check Ordinance (The Shannon Melendi Act) Affidavit
(To be completed and supplied prior to Contract execution and updated annually. Must also include proof of background checks)

MIAMI-DADE COUNTY PARKS, RECREATION AND OPEN SPACES DEPARTMENT AFFIDAVIT PURSUANT TO MIAMI-DADE COUNTY CODE CHAPTER 26, ARTICLE III; THE SHANNON MELENDI ACT

1. This affidavit is submitted to the Miami-Dade County Parks, Recreation and Open Spaces Department, (the "Department") by: Chloe Chelz, Executive Director, for
(Print individual's name and title)
Pelican Harbor Seabird Station, Inc.
(Print name of entity submitting compliance statement)
whose business address is 1279 NE 79th St. Causeway, Miami, FL 33138
and its Federal Employer Identification Number (FEIN/SSN) 59-2137331

2. I, am duly authorized to make this affidavit on behalf of:
Chloe Chelz, Executive Director (Print individual's name and title) Pelican Harbor Seabird Station, Inc. (Print name of entity submitting affidavit)

3. I understand that on January 10, 2008, the Miami-Dade County Commission passed and adopted Ordinance No. 08-07, which amended Miami-Dade County Code, Chapter 26, Article III, and the Shannon Melendi Act.

4. I understand and can attest to my organization/agency/firm's compliance with this Ordinance and that;
   A. Employers of child event workers, employers of park vendors, Programming Partners and CBOs shall secure a nationwide criminal background check of all existing child event workers, park vendors, employees, and volunteers whose duties require physical presence on park property owned or operated by Miami-Dade County. In addition, prior to employing or allowing a person to volunteer whose duties would require physical presence on park property owned or operated by Miami-Dade County, employers of child event workers, employers of park vendors, and Programming Partners and CBOs shall secure a nationwide criminal background check of all such prospective child event workers, park vendors, employees or volunteers. My organization/agency/firm has conducted the nationwide criminal background checks through a **Professional Background Screener** and has obtained a report as to whether each child event worker, park vendor, staff member or volunteer is listed on the **National Sex Offender Public Registry**, and a comprehensive report and analysis, obtained from no less than **two independent databases/sources**, on the nationwide criminal history of such child event worker, park vendor, staff member or volunteer.
   B. Every three (3) years thereafter, employers of park vendors, and Programming Partners and CBOs shall secure nationwide criminal background checks for existing park vendors, staff members, and volunteers whose duties require physical presence on park property owned or operated by Miami-Dade County. However, employers of child event workers shall secure nationwide criminal background checks for existing child event workers whose duties require physical presence on park property owned or operated by Miami-Dade County every year thereafter.
   C. Any child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO who:
      1. Has been convicted of a violent felony or conspiracy to commit a violent felony within the past five (5) years; or
      2. Has been convicted of a felony involving the trafficking of a controlled substance within the past (5) years; or
      3. Has two (2) or more convictions for a violent felony, for conspiracy to commit a violent felony, or involving the trafficking of a controlled substance; or
      4. Is a sexual offender or a sexual predator; or
      5. Has failed to provide the employer, Programming Partner or CBO with proof of United States citizenship or legal immigration status in the United States, shall be prohibited from working or volunteering on park property owned or operated by Miami-Dade County. All child event workers, park vendors, and staff members and volunteers of a Programming Partner or CBO shall submit to their employer, to the Programming Partner, or to the CBO an affidavit affirming that no work or volunteer duties will be performed on park property owned or operated by Miami-Dade County in violation of this subsection and that any arrest will be reported to his/her employer within forty-eight (48) hours of such arrest.
   D. Employers of child event workers shall maintain copies of the results of the criminal background checks required by this section for a period of two (2) years from the date they were secured, and employers of park vendors, Programming Partners, and CBOs shall maintain such copies for a period of three (3) years from the date they were secured. Employers of child event workers, employers of park vendors, and Programming Partners and CBOs shall maintain the affidavits required by Section 26-38.C. and the copies of the proof of United States citizenship or legal immigration status until the person is no longer a child event worker, park vendor, staff member, or volunteer. Employers of child event workers, employers of park vendors, and Programming Partners and CBOs shall, upon request, provide copies of these documents to Miami-Dade County or to any law enforcement personnel with jurisdiction.
   E. Every child event worker, park vendor, and staff member and volunteer of a Programming Partner or CBO shall wear, in a conspicuous and visible manner, an **identification badge that contains his/her photograph and full name** while working or volunteering on park property owned or operated by Miami-Dade County, except when in costume and during a performance. The identification badge shall be of a size, design, and format approved by the Miami-Dade County Parks, Recreation and Open Spaces Department.

5. I understand that the following Penalties and Enforcement shall take place for a violation of any provision of the ordinance.
   a. It shall be unlawful for an employer of child event workers, an employer of park vendors, or a Programming Partner or CBO to knowingly permit or allow any child event worker, park vendor, staff member, or volunteer to work or volunteer on park property owned or operated by Miami-Dade County in violation of Section 26-38.
   b. It shall be unlawful for any child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO to work or volunteer on park property owned or operated by Miami-Dade County in violation of Section 26-38.
   c. Any person who shall violate a provision of Section 26-38, or who shall knowingly or willingly provide false or erroneous information to his/her employer, or fail to comply therewith, or with any of the requirements thereof, shall upon conviction thereof in the County Court, be punished by a fine not to exceed five hundred dollars ($500.00) or by imprisonment in the County Jail for not more than sixty (60) days, or by both such fine and imprisonment.
   d. Any person who violates or fails to comply with Section 26-38 may be subject to civil penalties in accordance with Chapter 8CC of this Code. Each day of violation or noncompliance shall constitute a separate offense.
6. I understand that any costs or fees associated with the required background screening will be borne by my organization/agency/firm.
7. I hereby certify that the foregoing statement is true and correct in relation to the company for which I am submitting this affidavit. I further certify that this statement is being given knowingly and voluntarily by me on behalf of the company.

The organization/agency/firm submitting this affidavit recognizes and acknowledges that it's subject to the provisions of Code of Miami-Dade County, Chapter 26, Article III, the Shannon Melendi Act and agrees to comply therewith.

Chloe Chelz
(Signature)

Chloe Chelz
(Print Name)

3/5/26
(Date)

Executive Director
(Title)

SUBSCRIBED AND SWORN TO (or affirmed) before me this 03/05/26

by Chloe Chelz He/She is personally known to me or has

presented FLDL as identification.
(Type of Identification)

(Signature of Notary)

HH 598372
(Serial Number)

Carlos Zelaya
(Print or Stamp Name of Notary)

10/01/28
(Expiration Date)

Notary Public (State) Notary Seal

CARLOS ZELAYA
Notary Public - State of Florida
Commission # HH 598372
My Comm. Expires Oct 1, 2028

payment, assumption, or other satisfaction for that portion of the County's preexisting debts and obligations or other refundings secured by revenues or taxes collected within the proposed municipality's area and that neither the new municipality nor its electors shall take any action that would adversely affect the County's bond or other debt obligations that are secured by taxes or revenues from the area constituting the new municipality.

SECTION 6.06. **CONTRACTS WITH OTHER UNITS OF GOVERNMENT.**

Every municipality in this county shall have the power to enter into contracts with other governmental units within or outside the boundaries of the municipality or the county for the joint performance or performance by one unit in behalf of the other of any municipal function.

SECTION 6.07. **FRANCHISE AND UTILITY TAXES.**

Revenues realized from franchise and utility taxes imposed by municipalities shall belong to municipalities.

ARTICLE - 7

PARKS, AQUATIC PRESERVES, AND PRESERVATION LANDS

Note: This Article does not apply to municipal property in Coral Gables, Hialeah, Hialeah Gardens, Miami, Sweetwater and West Miami. See Section 7.04.

SECTION 7.01. **POLICY.**

Parks, aquatic preserves, and lands acquired by the County for preservation shall be held in trust for the education, pleasure, and recreation of the public and they shall be used and maintained in a manner which will leave them unimpaired for the enjoyment of future generations as a part of the public's irreplaceable heritage. They shall be protected from commercial development and exploitation and their natural landscape, flora and fauna, and scenic beauties shall be preserved. In lands acquired by the County for preservation and in parks along the Ocean or the Bay the public's access to and view of the water shall not be obstructed or impaired by buildings or other structures or concessions which are in excess of 1500 square feet each. Adequate maintenance shall be provided.

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SECTION 7.02. RESTRICTIONS AND EXCEPTIONS.

In furtherance of this policy parks shall be used for public park purposes only, and subject to the limited exceptions set forth in this Article, there shall be no permanent structures or private commercial advertising erected in a public park or private commercial use of a public park or renewals, expansions, or extensions of existing leases, licenses, or concessions to private parties of public park property, unless each such structure, lease, license, renewal, expansion, extension, concession or use shall be approved by a majority vote of the voters in a County-wide referendum. Nothing in this Article shall prevent any contract with federally tax-exempt not-for-profit youth, adult, and senior cultural, conservation and parks and recreation program providers. To ensure aquatic preserves, lands acquired by the County for preservation, and public parks or parts thereof which are nature preserves, beaches, natural forest areas, historic or archeological areas, or otherwise possess unique natural values in their present state, such as Matheson Hammock, Greynolds Park, Redlands Fruit and Spice Park, Castellow Hammock, Crandon Park, Trail Glades Park, Deering Estate Park, Pine Shore Park, Old Cutler Hammock, Chapman Field, Tamiami Pinelands, Wainright Park, Larry and Penny Thompson Park, Whispering Pines Hammock, Mangrove Preserve, Owaissa Bauer Park, Fuchs Hammock, Black Point Marina, Simpson Park, Sewell Park, Barnes Park, Virginia Key, mangrove preserves, and all other natural or historical resource based parks do not lose their natural or historical values, any structure, lease, license, renewal, extension, concession or use in any of this class of public parks or in aquatic preserves and preservation lands must be approved by an affirmative vote of two-thirds of the voters in a County-wide referendum. No park shall be designed to be used beyond its appropriate carrying capacity and to the extent required by law all parks and facilities and permitted special events and concessions operating in the parks shall be fully accessible to persons with disabilities. Nothing in this Article shall prevent the maintenance of existing facilities, the maintenance, operation, and renovation of existing golf course and marina restaurants at their existing square footage by government agencies or private operators, provided such private operators are chosen as a result of competitive selection and their initial contract terms are limited to no more than ten years, or the construction, operation, maintenance, and repair by government agencies or private operators of or issuance of temporary permits for the following, provided that there be no adverse impact to natural resources on lands acquired or designated for preservation by the Board of County Commissioners:

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A. Appropriate access roads, bridges, fences, lighting, flag poles, entrance features, picnic shelters, tables, grills, benches, irrigation systems, walls, erosion control devices, utilities, trash removal, parking and security and fire facilities for the primary use of the park system;

B. Food and concession facilities each not in excess of 1500 square feet of enclosed space, with any complementary outdoor or covered areas needed to service park patrons;

C. User-participation non-spectator recreation and, playground facilities, golf courses and golf-course related facilities, and bandstands and band shells containing less than 1,000 spectator seats and athletic facilities, sports fields and arenas containing less than 3,000 spectator seats;

D. Facilities for marinas, sightseeing and fishing boats, visiting military vessels, and fishing;

E. Park signage and appropriate plaques and monuments;

F. Rest rooms;

G. Fountains, gardens, and works of art;

H. Park service facilities, senior, day care and preschool facilities, small nature centers with not more than one classroom;

I. Film permits, temporary fairs, art exhibits, performing arts, concerts, cultural and historic exhibitions, regattas, athletic contests and tournaments, none of which require the erection of permanent structures;

J. Advertising in connection with sponsorship of events or facilities in the park, provided however all such facilities and uses are compatible with the particular park and are scheduled so that such events do not unreasonably impair the public use of the park or damage the park;

K. Programming partnerships with qualified federally tax exempt not-for-profit youth, adult, and senior cultural, conservation, and parks and recreation program providers;

L. Agreements with cable, internet, telephone, electric or similar service providers or utilities, so long as any installations are underground or do not adversely impact natural resources, or parks facilities and uses;

M. Campgrounds and limited overnight camping accommodations in cabins/lodges only for park patrons at Camp Matecumbe; and

N. Miami-Dade County Public Library System facilities providing library services to the public so long as such library facilities are established within recreation

facilities, are compatible within the surrounding park and do not unreasonably impair the public use of the park.

No park facilities, golf courses, or County lands acquired for preservation shall be converted to or used for non-park offices, purposes, or uses. The County, the municipalities, and agencies or groups receiving any public funding shall not expend any public money or provide any publicly funded services in kind to any project which does not comply with this Article. No building permit or certificate of occupancy shall be issued for any structure in violation of this Article. The restrictions applying to parks in this Article shall not apply to the Dade County Youth Fair site at Tamiami Park and to any expansion of Florida International University onto no more than 64 acres therein upon the relocation of the Miami-Dade County Fair & Exposition, Inc. No County funds shall be used for the University's expansion and for the required relocation of the Miami-Dade County Fair & Exposition, Inc. The restrictions applying to parks in this Article shall also not apply to Metro Zoo, Tamiami Stadium, Haulover Fishing Pier, the Dade County Auditorium, the Museum of Science, the Gold Coast Railroad Museum, Vizcaya Museum and Gardens, Trail Glade Range, the Orange Bowl, the Commodore Ralph Munroe Marine Stadium, the Seaquarium, Curtis Park track and stadium, Fairchild Tropical Gardens, the Miami-Dade County Regional Soccer Park on NW 58th Street, and mini and neighborhood parks except that no mini or neighborhood park may be leased or disposed of unless a majority of the residents residing in voting precincts any part of which is within 1 mile of the park authorize such sale or lease by majority vote in an election.

SECTION 7.03. **ENFORCEMENT AND CONSTRUCTION.**

All elections required by this Article shall be held either in conjunction with state primary or general elections or as part of bond issue elections. The provisions of this Article may be enforced by a citizen alleging a violation of this Article filed in the Dade County Circuit Court pursuant to its general equity jurisdiction, the plaintiff, if successful, shall be entitled to recover costs as fixed by the Court. The provisions of this Article shall be liberally construed in favor of the preservation of all park lands, aquatic preserves, and preservation lands. If any provision of this Article

shall be declared invalid it shall not affect the validity of the remaining provisions of this Article. This Article shall not be construed to illegally impair any previously existing valid written contractual commitments or bids or bonded indebtedness.

SECTION 7.04. JURISDICTION.

Except as otherwise provided herein the provisions of this Article shall apply to all County and municipal parks, aquatic preserves, and lands acquired by the County for preservation now in existence or hereafter acquired, provided that if this Article was not favorably voted upon by a majority of the voters voting in any municipality at the time of the adoption of this Article the municipal parks of such municipality shall be excluded from the provisions of this Article.

ARTICLE - 8

INITIATIVE, REFERENDUM, AND RECALL

SECTION 8.01. INITIATIVE AND REFERENDUM.

The electors of the county shall have the power to propose to the Board of County Commissioners passage or repeal of ordinances and to vote on the question if the Board refuses action, according to the following procedure:

1. The person proposing the exercise of this power shall submit the proposal, including proposed ballot language to the Clerk of the Circuit Court who shall without delay approve as to form a petition for circulation in one or several copies as the proposer may desire. A public hearing shall be held on the proposal at the next Board of County Commissioners meeting subsequent to the date the Clerk approves the petition as to form to hear testimony from the public and for the Board of County Commissioners to determine the legal sufficiency of the petition upon the advice of the County Attorney.
2. The person or persons circulating the petition shall, within 120 days of the approval of the form of the petition, obtain the valid signatures of voters in the county in numbers at least equal to four percent

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MDC037

Appendix H – List of Pelican Harbor Seabird Station, Inc. Personal Property

- Veterinary equipment
- Computers & miscellaneous office furniture and equipment
- Stainless steel wall cages inside the veterinary clinic
- Pet carriers
- Small portable bird/mammal aviaries
- Mounted professional RHINO panel education sign & frame affixed to the South side of the building
- 5' tall pelican sculpture/statue at PHSS
- Darlene Kelton memorial bench

Appendix I – Human Trafficking Affidavit

(See next page)

HUMAN TRAFFICKING AFFIDAVIT

The Human Trafficking Affidavit is required by Section 787.06, Florida Statutes ("F.S."), as amended by HB 7063, which is deemed as being expressly incorporated into this Form. The Form must be completed by a person authorized to make this attestation on behalf of the Contractor (Nongovernmental Entity) for the purpose of executing, amending, or renewing a Contract with the County (Governmental Entity). The associated Contract shall not become effective unless and until this completed and executed Form is submitted to the County (Governmental Entity). The term Governmental Entity has the same meaning as in Section 287.138(1), F.S.

Pelican Harbor Seabird Station, Inc. does not use coercion for labor or services as defined in Section 787.06, F.S.

Contractor's Legal Company Name

Pursuant to Section 92.525, F.S., under the penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Contractor's Authorized Representative: Chloe Chelz

Title of Contractor's Authorized Representative: Executive Director

Signature of Contractor's Authorized Representative: Chloe Chelz

Date: 3/5/2026

MEMORANDUM

(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: July 21, 2026

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No.

Please note any items checked.

_____	**"3-Day Rule" for committees applicable if raised**
_____	**6 weeks required between first reading and public hearing**
_____	**4 weeks notification to municipal officials required prior to public hearing**
_____	**Decreases revenues or increases expenditures without balancing budget**
_____	**Budget required**
_____	**Statement of fiscal impact required**
_____	**Statement of social equity required**
_____	**Ordinance creating a new board requires detailed County Mayor's report for public hearing**
_____	**No committee review**
✓ _____	**Requires more than a majority vote (i.e., 2/3's present __✓__, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, CDMP 7 votes (majority of membership) ____, CDMP 2/3 members present but not less than 7 votes (majority of membership) ____, CDMP 9 votes (2/3 membership) _____) to approve**
_____	**Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor Agenda Item No.
Veto _____
Override _____

RESOLUTION NO. _____

RESOLUTION WAIVING COMPETITIVE BIDDING PROCEDURES BY A TWO-THIRDS VOTE OF THE BOARD MEMBERS PRESENT IN ACCORDANCE WITH SECTION 5.03(D) OF THE HOME RULE CHARTER AND SECTION 26-34 OF THE CODE OF MIAMI-DADE COUNTY TO APPROVE A PROGRAMMING PARTNERSHIP OPERATING AND MANAGEMENT AGREEMENT BETWEEN MIAMI-DADE COUNTY AND PELICAN HARBOR SEABIRD STATION, INC., A NOT-FOR-PROFIT ENTITY, TO CONTINUE TO PROVIDE FOR THE OPERATION OF THE PELICAN HARBOR SEABIRD STATION FOR THE CARE OF SICK AND INJURED SEABIRDS, FOR A TERM THROUGH APRIL 1, 2027 WITH YEARLY FEES TO THE COUNTY IN THE AMOUNT OF $300.00 AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ALL RIGHTS AND PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum and documents, copies of which are incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board incorporates the foregoing recitals and finds that it is in the best interest of Miami-Dade County to waive formal bid procedures by a two-thirds vote of the Board Members present in accordance with the provisions of section 5.03(D) of the Home Rule Charter and section 26-34 of the Code of Miami-Dade County to select Pelican Harbor Seabird Station, Inc., a Florida not for profit entity, as the operator and manager of the Pelican Harbor Seabird Station, in accordance with the agreement attached to the accompanying memorandum as Attachment A.

Section 2. The Board authorizes the County Mayor or County Mayor's designee to execute the Programming Partnership Operating and Management Agreement between Miami-Dade County and Pelican Harbor Seabird Station, Inc. and exercise all rights and provisions contained therein.

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

Anthony Rodriguez, Chairman
Kionne L. McGhee, Vice Chairman

Marleine Bastien	Juan Carlos Bermudez
Sen. René García	Oliver G. Gilbert, III
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Vicki L. Lopez
Natalie Milian Orbis	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared the resolution duly passed and adopted this 21st day of July, 2026. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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

JUAN FERNANDEZ-BARQUIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as to
form and legal sufficiency. MJS

Melanie J. Spencer