Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 12(A)(2)
05-08-07

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

RESOLUTION NO. R-611-07

RESOLUTION RETROACTIVELY AUTHORIZING EXECUTION OF A MODIFICATION OF AGREEMENT TO THE LEASE WITH MUSEUM OF SCIENCE, INC FOR USE OF 3280 SOUTH MIAMI AVENUE, MIAMI, FOR THE OPERATION OF A MUSEUM OF SCIENCE AND PLANETARIUM; AND AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby retroactively approves the Modification of Agreement which amends the lease between Miami-Dade County and Museum of Science, Inc. for premises to be utilized for the operation of a Museum of Science and Planetarium, in substantially the form attached hereto and made a part hereof; authorizes the County Mayor or his designee to execute same for and on behalf of Miami-Dade County; and authorizes the County Mayor or his designee to exercise any and all other rights conferred therein.

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

Bruno A. Barreiro, Chairman aye
Barbara J. Jordan, Vice-Chairman aye

Jose "Pepe Diaz	absent	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Joe A. Martinez	aye	Dennis C. Moss	aye
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	absent		

The Chairperson thereupon declared the resolution duly passed and adopted this 10th day of May, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

COUNTY COMMISSIONERS DADE COUNTY FLORIDA

By: KAY SULLIVAN
Deputy Clerk

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

Monica Rizo

Memorandum

MIAMI-DADE COUNTY

Date: May 8, 2007

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

Agenda Item No. 12(A)(2)

From: George M. Burgess
County Manager

Subject: Modification of Agreement to Lease at 3280 South Miami Avenue, Miami for the Museum of Science, Inc.
Property # 4114-00-00

The attached Modification of Agreement to Lease has been prepared by the County Attorney's Office and is recommended for approval. This Modification of Agreement is retroactive due to the time required to resolve the issues arising from the unusual history of this lease and the prior negotiations to modify the agreement.

PROPERTY:	3280 South Miami Avenue, Miami.
COMMISSION DISTRICT:	5
OWNER:	Miami-Dade County
TENANT:	Museum of Science, Inc.
USE:	A portion of Tract 3 of VIZCAYA JAMES DEERING ESTATE, as recorded in Plat Book 34 at Page 46 of the Public Records of Dade County, Florida for the operation of a Museum of Science and Planetarium.
JUSTIFICATION:	The Museum of Science, Inc. (Museum) currently leases space and facilities on a portion of Tract 3 of VIZCAYA JAMES DEERING ESTATE. The proposed Modification of Agreement will ensure that the Museum will continue to occupy this space until it builds and occupies a planned new facility at a different location, with funds allocated for that purpose in the General Obligation Bond. The current Lease Agreement was entered into in 1981 and subsequently modified in 1989. In 1998, the Board of County Commissioners approved an additional modification to the agreement, but that 1998 modification was never executed by either party. When it was recognized that neither party had executed the 1998 modification agreement, the County Attorney's Office advised that the modification should be resubmitted to the Board for approval because so much time had lapsed and because key assumptions had changed.

The unexecuted 1998 modification envisioned that the Museum would stay at the current site indefinitely, and would build a 25,000 square foot addition to the existing building. These assumptions were rendered obsolete by the voter's approval of the Building Better Communities Bond Program (GOB), which provided funding for (1) the Museum to build a new museum of science facility at a different site, and (2) the Vizcaya Trust to modify and occupy the Museum's current facility for its own use. In light of these changes, the County Manager and Museum have negotiated a new Modification to Agreement to reflect current conditions and capital plans.

PURPOSE OF MODIFICATION:

a) To extend the lease term of the premises to run for ten years from August 21, 2006 or until one year after the certificate of occupancy is issued for the new Museum of Science building funded through the GOB, whichever is earlier, as specified in the modification.

b) To eliminate the provisions of the Original Agreement and the 1989 Modification Agreement regarding the building of a 25,000 square foot addition to the current Museum of Science facility, including any requirement that the Museum build such an addition within a specified time.

c) To require that the Museum seek the advice and consent of the Miami-Dade County Office of Historic Preservation, through the County Manager's Office, in the event that the Museum of Science desires to make any changes to the leased premises during the term of this Lease Agreement that will impact the historic nature of, or any historic structure on, the leased property.

EFFECTIVE DATES OF MODIFICATION:

This Modification of Agreement shall become effective upon approval by the Board of County Commissioner and shall be retroactive to August 21, 2006.

CURRENT LEASE:

The current lease agreement was approved by the Board on July 21, 1981 by Resolution No. R-1176-81. A modification was approved by the Board on July 25, 1989 by Resolution No. R-934-89.

COMMENTS:

The Executive Committee of the Board of Trustees of Museum of Science approved this modification of lease agreement at its meeting of February 27, 2007.

Attached for your information is a copy of the previously approved resolution and memorandum with data concerning the lease.

Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: May 8, 2007

FROM: Murray A. Greenberg County Attorney

SUBJECT: Agenda Item No. 12(A)(2)

Please note any items checked.

_____ **"4-Day Rule" ("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**

_____ **Bid waiver requiring County Manager's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

Modification of Agreement

On the _____ day of _____, 2007, Miami-Dade County and the Museum of Science, Inc. agrees as follows:

1. Since 1960, Miami-Dade County and the Museum of Science have had agreements whereby Miami-Dade County leases certain property to the Museum of Science for the operation of a museum of science and planetarium. The current agreement (hereinafter referred to as the "Original Agreement") was entered into on August 27, 1981. This agreement was amended by a Modification of Agreement dated July 25, 1989 (hereinafter "the 1989 Modification of Agreement.").

2. In 1998, the parties negotiated, but never executed, a Modification of Agreement (hereinafter "the 1998 Unexecuted Modification of Agreement"). The 1998 Unexecuted Modification of Agreement is now outdated due to several changed circumstances. Most importantly, the citizens of Miami-Dade County have approved the issuance of General Obligation Bonds to fund the construction of a new museum of science at a new location and to fund modifications of the current museum of science facility for the use of Vizcaya Museum & Gardens which will occur only after the Museum of Science occupies the new museum of science.

3. The Parties agree that the 1998 Unexecuted Modification of Agreement was never executed, is outdated, and has no force and effect.

4. The Original Agreement and the 1989 Modification Agreement remain in force and effect, except as provided below.

5. The terms of the Original Agreement and the 1989 Modification Agreement are extended to run from 10 years from August 21, 2006 or one year after the certificate of occupancy is issued for the new museum of science which is being built with the General Obligation Bond funds, whichever is earlier. This change in the term will be retroactive to August 21, 2006. In the event that a certificate of occupancy for the new museum of science is not issued within 10 years from August 21, 2006, the parties may extend the term of this agreement for period of not more than the earlier of five years or one year after the certificate of occupancy is issued for the new museum of science. In addition, the parties may extend the term of this agreement for a reasonable amount of time beyond one year after the issuance of the certificate of occupancy if they agree that additional time is needed for the Museum of Science to move its collection or otherwise occupy the new museum of science, up to an additional twelve months. If, for any reason, the new museum of science is not built within fifteen years, the parties will cooperate in good faith to either re-negotiate the term of the lease, find the Museum of Science other suitable facilities, or make such other arrangements as they agree are appropriate.

6. The provisions of the Original Agreement and the 1989 Modification Agreement regarding the building of a 25,000 foot addition to the current museum of science facility, including any requirement that the Museum of Science build such an addition within a specified time, are eliminated.

7. If the Museum of Science intends to make any changes to the leased premises during the term of this lease that will impact the historic nature of, or any historic structure on, the leased property, the Museum will seek the advice and consent of the Miami Dade County Office of Historic Preservation through the County Manager's Office.

8. All other provisions in the Original Agreement and the 1989 Modification Agreement shall remain in full force and effect.

In witness of this Modification of Agreement, the following officials have signed below.

THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY

By: _____

Dated: _____

MUSEUM OF SCIENCE, INC.

By: _____

Dated: 1 March 2007

Approved as to form
and legal sufficiency: WR

Agenda Item No. 5(e)(44)
7-25-89

RESOLUTION NO. R-934-89

RESOLUTION AUTHORIZING EXECUTION OF MODIFICATION TO AGREEMENT WITH MUSEUM OF SCIENCE, INC. TO PROVIDE FOR CONSTRUCTION AND TIME REQUIREMENTS; EXTENSION OF TERM; UPDATING OF AGREEMENT STANDARD CLAUSES; AND AUTHORIZING COUNTY MANAGER TO EXERCISE CANCELLATION PROVISION CONTAINED THEREIN

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DADE COUNTY, FLORIDA, that this Board finds it to be in the best interest of the County to approve a Modification to that Agreement between Dade County and the Museum of Science, Inc. regarding the Museum's continued occupation and improvement of County property in substantially the form attached hereto and made a part hereof; authorizes the County Manager to execute same for an on behalf of Dade County; and to exercise the cancellation provision contained therein.

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

Barbara M. Carey	aye
Charles Dusseau	aye
Joseph M. Gersten	aye
Larry Hawkins	aye
Harvey Ruvin	aye
Barry D. Schreiber	aye
Jorge E. Valdes	absent
Sherman S. Winn	absent
Stephen P. Clark	absent

The Mayor thereupon declared the resolution duly passed and adopted this 25th day of July, 1989.

DADE COUNTY, FLORIDA
BY IT BOARD OF
COUNTY COMMISSIONERS

RICHARD P. BRINKER, CLERK

By: RAYMOND REDDIN
Deputy Clerk

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

MEMORANDUM

107.07-17 A

Agenda Item No. 5(e)(44)

TO Honorable Mayor and Members
Board of County Commissioners

DATE July 25, 1989

SUBJECT Modification of Agreement with Museum of Science

FROM Joaquin G. Avino, P.E., P.L.S.
County Manager

RECOMMENDATION

It is recommended that the Board approve the attached Modification of Agreement with the Museum of Science which has been amended to reflect the Museum's imminent building improvements by updating many standard clauses, extending the terms to 99 years and placing maximum time limits on achieving the proposed construction improvements.

This Modification was concurred with by the Culture and Recreation Committee at its July 6, 1989 meeting.

BACKGROUND

The Museum of Science is currently operating on County property under an Agreement which extends to 1991, plus provisions for a 5-year renewal.

However, the Museum recently unveiled an expansion program that includes significant construction. Those plans were reviewed by the Culture and Recreation Committee on December 13, 1988, at which time the Committee concurred that staff should meet with Museum representatives to negotiate and updated Agreement, with appropriate modifications to reflect these newly proposed improvements.

The attached Modification of Agreement presents those new terms and conditions. Several changes were made to reflect the absence of the Historical Associations shared use of the building, an extension of the term to 99 years, construction time requirements and a general updating of sections dealing with insurance, maintenance, indemnification, disclosure, etc.

The Board's approval of this Modification of Agreement is respectfully recommended to encourage and facilitate major improvements to a significant County resource.

METRO-DADE COUNTY DISCLOSURE AFFIDAVIT

I, Russell Etling, being first duly sworn, state:

1. The full legal name and business address* of the person or entity contracting or transacting business with Dade County are:

Museum of Science, Inc.

3280 South Miami Avenue

Miami, FL 33129

2. If the contract or business transaction is with a corporation, the full legal name and business address* shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a partnership, the full legal name and business address* shall be provided for each partner. If the contract or business transaction is with a trust, the full legal name and address* shall be provided for each trustee and each beneficiary. All such names and addresses are:

Russell Etling, Executive Director

(See Attachment A)

3. The full legal names and business address* of any other individual (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with Dade County are:

(Not Applicable)

DATE: February 15, 1989

Russell Etling
NAME OF AFFIANT

Russell Etling
Signature

SWORN to and subscribed before me
this 15 day of February, 1989.

Esther Allerson Ortiz
NOTARY PUBLIC, State of Florida
at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JULY 20,1992
BONDED THRU GENERAL INS. UND.

* Post office box addresses not acceptable.

Use separate attached pages if necessary.

Attachment A

MUSEUM OF SCIENCE & SPACE TRANSIT PLANETARIUM
BOARD OF TRUSTEES

1988-1989
Revised 6/5/89

Trustees	Home Address	Term of Expiration
Jack Admire, Esquire (Ruth) Sullivan, Admire & Sullivan 2511 Ponce de Leon Boulevard, #320 Coral Gables, FL 33134 444-6121	425 Tivoli Avenue Coral Gables, FL 33143 666-4806	1989 EXEC
Marcelo A. Alvarez (Betty) Coopers & Lybrand 5959 Blue Lagoon Drive, 4th Floor Miami, FL 33126 263-8210	7871 Schoolhouse Road Miami, FL 33156 665-8337	1991
Mrs. Arthur August (Blanche) 1500 San Remo Coral Gables, FL 33146 667-4815	4950 S.W. 82nd Street Miami, FL 33143 661-2264	1991
Mrs. Dan Bell (Trish)	11800 S.W. 59th Ave. Rd. Miami, FL 33156 665-1520	1989
Dr. Mildred E. Berry Supervisor, Science Education Dade County Public Schools 1450 N. E. 2nd Avenue Miami, FL 33132 376-1989		1989
Mrs. Bernard Blanck (Doris) Bus: 446-4191	7830 S. W. 52nd Court Miami FL 33143 661-0165	1990 EXEC
Mrs. William Bradley (Martha Lou)	15207 Loch Isle Drive West Miami Lakes, FL 33014 557-7732	1991
Mrs. Frederick Brenner (Mary)	12700 S. W. 69th Avenue Miami, FL 33156 232-2004	1991 EXEC Sec'y

Mrs. Alvin Cassel (Ethel)	56 Samana Drive Coconut Grove, FL 33133 854-4223	1990
Mrs. William Cleveland (Marty)	5490 S.W. 92nd Street Miami, FL 331 661-1110	1990
Mrs. Kenrick Clifford (Gloria)	4940 S. W. 83rd Street Miami, Fl 33143 667-1255	1990 EXEC
Stephen J. Cline, Regional Mgr. (Joan) Commercial Real Estate Trans Ohio Savings Bank 1221 Brickell Ave., Ste. 2600 Miami, FL 33131	540 N. Mashta Drive Key Biscayne, FL 33149 361-7221	1989 EXEC V.P.
Douglas Coffey, Vice President Burdines 22 East Flagler Street Miami, FL 33101 577-2136		1991
Mrs. Kenneth Constant	e Drive 33133	1989
Patrick M. Con Conway & Asso 205 Worth Ave Palm Beach, F 1-407-659-8	35	1989
Mrs. Leona C Miami Veterans 1201 N.W. 16 Miami, FL 324-3128		1991
Mayor George Co Coral Gables Bank 2701 Ponce de Leon Coral Gables, Florida 441-9000	Drive 33134	1991
Mrs. A. P. Damos (Chrisie) 379-4529	12601 S.W. 70th Avenue Miami, FL 33156 235-1688	1989
Mrs. Louis Dessaint (Ethel)	6250 S.W. 113th Street Miami, Fl 33156 665-7742	1989

Mrs. Alvin Cassel (Ethel)	56 Samana Drive Coconut Grove, FL 33133 854-4223	1990
Mrs. William Cleveland (Marty)	5490 S.W. 92nd Street Miami, FL 331 661-1110	1990
Mrs. Kenrick Clifford (Gloria)	4940 S. W. 83rd Street Miami, Fl 33143 667-1255	1990 EXEC
Stephen J. Cline, Regional Mgr. (Joan) Commercial Real Estate Trans Ohio Savings Bank 1221 Brickell Ave., Ste. 2600 Miami, FL 33131	540 N. Mashta Drive Key Biscayne, FL 33149 361-7221	1989 EXEC V.P.
Douglas Coffey, Vice President Burdines 22 East Flagler Street Miami, FL 33101 577-2136		1991
Mrs. Kenneth Constant (Lucy)	1771 Opechee Drive Miami, FL 33133 856-6714	1989
Patrick M. Conway (Vicky) Conway & Associates 205 Worth Avenue, #201 Palm Beach, Florida 33480 1-407-659-8347	2 Engle Drive Ocean Ridge, FL 33435 1-407-737-3360	1989
Mrs. Leona Cooper, Supervisor (William) Miami Veterans Admin. Medical Ctr. 1201 N.W. 16th Street Miami, FL 33125 324-3128	200 Washington Drive Miami, FL 33133 443-9466	1991
Mayor George Corrigan, Pres. (Anna May) Coral Gables Bank 2701 Ponce de Leon Blvd. Coral Gables, Florida 33134 441-9000	1228 S. Greenway Drive Coral Gables, FL 33134 445-0909	1991
Mrs. A. P. Demos (Chrisie) 379-4529	12601 S.W. 70th Avenue Miami, FL 33156 235-1688	1989
Mrs. Louis Dessaint (Ethel)	6250 S.W. 113th Street Miami, Fl 33156 665-7742	1989

Mrs. Richard Dewey (Leclaire)	2715 Toledo Street Coral Gables, FL 33134 443-1851	1989 EXEC
Mrs. Albert Ehlert (Esther)	3205 Granada Boulevard Coral Gables, Fl 33134 444-2795	1990
Mrs. Robert Ellyson (Marilyn)	7350 S. W. 48th Court Miami, FL 33143 661-1607	1991 EXEC
Mr. Richard S. Farwell (Sybil) Executive Director Vizcaya Museum and Gardens 3251 South Miami Avenue Miami, FL 33129 579-2767		1989
Mrs. Martin Fine (Pat)	58 Samana Drive Miami, FL 33133 854-3411	1991
Dennis Finneran, Vice Pres. (Kitty) Kidder, Peabody & Co., Inc. 701 Brickell Avenue, #2000 Miami, FL 33131 371-9000 - Ext. 438	7335 S.W. 141st Terrace Miami, Fl 33158 251-6933	1989
Mrs. Richard Gache (Jody)	11795 S.W. 61st Court Miami, Fl 33156 667-9682	1989
Mrs. William Graham (Pat)	6911 Main Street, #225 Miami Lakes, FL 33014 822-9009	1991
Dale Gregory, President Microtel, Inc 7100 W. Camino Real Boca Raton, FL 33433 1-407-392-2244	1615 Parkside Circle South Boca Raton, FL 33432 1-368-3932	1989
Mrs. Dan Guernsey (Pat)	12602 S. W. 107th Court Miami, Fl 33176 233-1751	1989
Mrs. R. H. Hammond (Mimi)	16200 W. Troon Circle Miami Lakes, Fl 33014	1990

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Mr. Herschel C. Hayo, Jr. (Barbara) Sr. Vice President Jordan Marsh 1501 Biscayne Boulevard Miami, FL 33132 579-7550	6421 S.W. 135th Drive Miami, FL 33176 665-4873	1990
Jack Herget (Nancy) Jack Herget Insurance Company 9485 Sunet Drive, Suite 230 Miami, FL 33176 595-9841	9601 S. W. 68th Avenue Miami, FL 33156 665-7812	1989
Mrs. Jack Herget (Nancy)	9601 S. W. 68th Avenue Miami, FL 33156 665-7812	1991
Dr. William Heuson (Jane) Bus. Admin./Finance Dept. University of Miami P.O. Box 248094 Coral Gables, FL 33124 284-4362	5978 Miller Drive Miami, FL 33155 666-3016	1990
Mrs. Lyman Higgs (Inamarie)	1140 San Pedro Avenue Coral Gables, FL 33156 666-9552	1989
Dr. James Hobbs, President (Margaret) Hobbs Engineering 4384 Ingraham Highway Coral Gables, FL 33133 665-4358		1989
Mr. Peter Houghton, President (Annemarie) The Trust Company of the South 25 West Flagler Street Miami, FL 33130 372-1260		1991 EXEC
Mrs. John Hudiburg (Joan)	1627 Brickell Ave., #1806 Miami, FL 33129 856-3054	1991
Mrs. Lee Imbrie (Carla)	7331 S. W. 145th Terrace Miami, FL 33158 232-1502	1990

Mrs. Charles Kantor (Lonnie) Chairman of the Board Financial Services Bancorp., Inc. 1200 N. W. 78th Avenue, Suite 205 Miami, FL 33126 591-2345	12905 S.W. 107th Court Miami, FL 33157 235-0404	1991
Mrs. David P. Karcher (Joanne)	5374 S.W. 80th Street Miami, FL 33143 667-9316	1989 EXEC
Annalea Kayar	11131 S.W. 170th Terrace Miami, FL 33157 253-4459	1990
Dr. Robert Kelley Tropical Audubon Society 5530 Sunset Drive Miami, FL 33143 666-5111 (H) 666-9246 (O)		1989
Herb Kelly (Bella) Herb Kelly Associates, Inc. 2730 S.W. 3rd Ave., #303 Miami, FL 33129 8548622	498 S.W. 27th Road Miami, FL 33129 854-3376	1991
Mr. Steve Lieberman, President (Josie) Robert Half Personnel Agencies 2655 LeJeune Road, Suite 814 Coral Gables, FL 33124 447-1757		1991
Mr. John Mann (Sunday) Chief Financial Officer Diversified Services 1460 W. McNab Rd. Ft. Lauderdale, FL 33309 975-7700, ext. 207	3900 Galt Ocean Dr., #205 Ft. Lauderdale, FL 33308 561-3395 or 561-2789	1990
Mrs. Joel Meyer (Bunny) 667-4815	175 S. E. 25th Road, #8-D Miami, FL 33129 854-3012	1991
James M. Miller, Esquire Akerman, Senterfitt & Eidson 24th Floor, One Brickell Square 801 Brickell Avenue Miami, FL 33131 374-5600	6917 S.W. 115 Place, #D Miami, FL 33173 595-2436	1989 EXEC

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Dr. Robert L. Molinari (Patricia) National Oceanic & Atmospheric Admin. 4301 Rickenbacker Causeway Key Biscayne, FL 33149 361-4344			1991
John O'Hare,Jr., Operations Mgr.(Bonny) Network Operations Center Southern Bell 7757 W. Flagler St., Rm. #285 Miami, Florida 33144 593-7440			1989
Tony Ojeda, Assistant County Manager Office of County Manager 111 N. W. 1st Street, #2910 Miami, FL 33128 375-5311			1989
Roderick N. Petrey, Esq. (Lucy) Valdes-Fauli, Cobb & Petrey One Biscayne Tower, Suite 3400 Two S. Biscayne Boulevard Miami, FL 33131 376-6093		508 Castania Avenue Coral Gables, FL 33146 665-3371	1990 EXEC Pres.
Russell D. Pfaff (Florence) Sr. Vice President Ryder System, Inc. P. O. Box 520816 Miami, FL 33166 593-3602		5901 S. W. 116th Street Miami, FL 33156	1991
Mrs. Micajah Pickett (Angela)		8500 S. W. 84th Avenue Miami, FL 33143 596-4049	1989 EXEC
Otis Pitts, Jr., President (Dorothy) Tacolcy Economic Development Corporation 645 N. W. 62nd Street, Suite 300 Miami, FL 33150 757-3737			1991
Dr. James Plinton, Exec. Dir. (Kathryn) Metropolitan Fellowship of Churches 16905 S. W. 90th Avenue Miami, FL 33156 238-6570			1991

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William F. Quesenberry, III (Sandra) Quesenberry & Catlin P. O. Box 350610 Miami, FL 33135 643-1744	4020 University Drive Coral Gables, FL 33146 667-6037	1991
Dr. Peter Rona (Donna) N.O.A.A. Laboratories 4301 Rickenbacker Causeway Key Biscayne, FL 33149 361-4399	P. O. Box 49012 Miami, FL 33149 361-9573	1990
Stanley Ross (Jane) Dean Witter Reynolds 801 Brickell Avenue, 20th Floor Miami, FL 33131 347-6700	3610 Alhambra Court Coral Gables, FL 33134 661-8824	1990
Jack Sapia (Donna) Vice President - Commercial Loans NCNB National Bank of Florida 250 SE 1st St. DTMIA 5-4 Miami, FL 33131 577-5700	9018 S. W. 62nd Terrace Miami, FL 33173	1990
James Scott (Margaret)	10200 S.W. 59 Avenue Miami, FL 33156 666-0674	1989
John Stokes (Carol) 1-407-683-6996	876 Country Club Drive N. Palm Beach, FL 33408 1-407-624-0154	1990
Mrs. Paul Strauss (Lynn)	3122 Mary Street Miami, FL 33133 446-4326	1990
Mrs. Juan Suarez (Bebita Osoria de)	9370 Gallardo Street Coral Gables, FL 33156 665-2902	1989 EXEC
Mrs. Edwin J. Tilton, Jr. (Cathy)	1425 Milan Avenue Coral Gables, FL 33134 444-0821	1991
Albert Weintraub, Esquire (Sandra) Weintraub, Weintraub, Seiden & Orshan 2250 S.W. 3rd Avenue Miami, Fl 33129 858-0220	3821 Carole Court Miami, FL 33133 446-6500	1991

VOLUNTEER REPRESENTATIVES

Mrs. Juan Suarez (Bebita Osoria de) President, Latin American Friends	9370 Gallardo Street Coral Gables, FL 33156 665-2902
Mrs. Dan Bell (Trish) President, Patrons	11800 S. W. 59th Avenue Road Miami, FL 33156 665-1520
Mrs. Richard Dewey (LeClaire) President, Sponsors	2715 Toledo Street Coral Gables, FL 33134 443-1851
Mrs. David P. Karcher (Joanne) President, Guild	5374 S. W. 80th Street Miami, FL 33143 667-9316

EX-OFFICIOS:

Representative of Superintendant of Schools:
Dr. Mildred E. Berry, Supervisor
Dade County Public Schools
1450 N. E. 2nd Avenue
Miami, FL 33132
376-1989

Representative of Affiliates' Presidents Club:
Dr. Robert Kelley
c/o Tropical Audubon Society
5530 Sunset Drive
Miami, FL 33143
666-5111(H) 666-9246(O)

Representatives of Dept. of Parks & Recreation, Dade County:
Richard S. Farwell (Sybil)
Vizcaya Museum and Gardens
3251 South Miami Avenue
Miami, FL 33129
579-2767

Representative of County Commissioners:
Tony Ojeda, Assistant County Manager
Office of County Manager
111 N. W. 1st Street, #2910
Miami, FL 33128
375-5311

DIRECTORS:

Russell Etling, Executive Director
Museum of Science
3280 South Miami Avenue
Miami, FL 33129
854-4247

Jack Horkheimer, Executive Director
Space Transit Planetarium
3280 South Miami Avenue
Miami, FL 33129
854-4242

MODIFICATION OF AGREEMENT

THIS MODIFICATION OF AGREEMENT, is made this_____day of_____ 1989, by and between METROPOLITAN DADE COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners (hereinafter called, "County"), and the MUSEUM OF SCIENCE, INC., a non-profit Florida corporation (hereinafter called "Museum").

WITNESSETH:

WHEREAS, the County and the Museum previously have entered into an "Agreement for Operation of Museum of Science and Planetarium" dated August 27, 1981 (hereinafter called the "Original Agreement"), a copy of which is attached hereto; and

WHEREAS, the Museum has made considerable improvements to the property and operated programs thereon; and

WHEREAS, the Museum no longer shares the facilities with the Historical Association of South Florida, Inc.; and

WHEREAS, the County and the Museum desire to enter into this Modification of the Original Agreement in order that the Museum can improve and add to the physical facilities at the site covered by the Original Agreement and can attract additional financing for the construction of such physical improvements; and

WHEREAS, these improvements will include a Mediterranean Facade and Planetarium improvements on the existing building of at least 4,500 square feet which will integrate architecturally with the Vizcaya Village, and an additional 25,000 square feet of interior space building addition that will enhance and considerably improve the usability of the County property;

NOW, THEREFORE, in consideration of the improvements to be constructed on the premises, and the modification, conditions, limitations, and agreements herein contained, the County and the Museum agree to the modification of the Original Agreement as follows:

ARTICLE II
DEMISED PREMISES

Article II of the Original Agreement is hereby modified to read in its entirety as follows:

"The County hereby grants unto the Museum and the Museum hereby becomes obliged to develop and operate a Museum of Science and Planetarium; provide recreational, historical, cultural, educational, and scientific enrichment opportunities through programs, activities and facilities for the use and benefit of the visitors and citizens of Metropolitan Dade County; and provide an organization, not for profit, organized for the purposes of promoting community interest and welfare upon such premises as defined in Exhibit "A" to this Modification of Agreement, and subject to all applicable Deed Restriction on said premises."

ARTICLE III
TERM OF AGREEMENT

Article III of the Original Agreement is hereby modified to read in its entirety as follows:

"The term of this Agreement shall be for a period of ninety-nine (99) years commencing on the date of execution of this Modification Agreement."

ARTICLE IV
OPTION TO RENEW

Article IV of the Original Agreement is hereby renamed and modified to read in its entirety as follows:

ARTICLE IV
CONSTRUCTION COMPLETION TIME FACTOR

A. "In the event the Museum fails to receive a Certificate of Occupancy on Phase I (the Mediterranean Facade and Planetarium improvements on the existing building of at least 4,500 square feet) by the fifth (5th) anniversary of the date of this Modification Agreement, the following conditions shall automatically go into effect:

1. Modification to Article III shall be null and void and Article III shall read as the Original Agreement, except, it is agreed by the parties hereto, that since the fifth anniversary specified above would extend into the renewal period specified in the Original Agreement, the Term of Agreement shall extend to August 21, 2000, as if the Option to Renew in the Original Agreement had been exercised plus four (4) years.

If Phase I is completed, then:

B. In the event the Museum fails to receive a Certificate of Occupancy on Phase II (a new 25,000 square feet of interior space building addition) by the tenth (10th) anniversary of the date of this Modification of Agreement, the following conditions shall automatically go into effect:

1. Modification to Article III shall be null and void and Article III shall read in its entirety as follows: "The term of this Agreement shall extend to August 21, 2006."

ARTICLE V
USE OF DEMISED PREMISES; RIGHT TO CHARGE FEES

Article V of the Original Agreement is hereby renamed and modified to read in its entirety as follows:

ARTICLE V
MUSEUM OPERATIONS

"The Museum shall furnish good, prompt, and efficient service.

The Museum shall submit a proposed schedule of hours of operation, prior to commencement of operations under this Agreement, for approval by the County.

The County or any of its agents shall have the right to examine Museum's operations during all reasonable hours as may be deemed necessary for the safety,

comfort or preservation thereof, and to determine if the Museum is in compliance with all of the County rules, regulations, directives and otherwise. Advance notice will be given when possible.

The Museum may advertise and promote its activities on the premises, or facilities by such signs as may be approved in advance by the County which approval shall not unreasonably be withheld.

The Museum shall conduct its operations in an orderly manner so as not to annoy, disturb or be offensive to customers, patrons or others in the immediate vicinity of such operations. That portion of the premises described as roadways and grounds constitutes the area for ingress and egress to the Museum facilities and to County's "Vizcaya Village" facilities located adjacent to said roadways and grounds, and is also used for parking and general outdoor use. The Museum shall have the non-exclusive right to utilize said roadways and grounds for their intended purposes including the non-exclusive right to use the grounds for the programs and activities of the Museum. The use of the premises for carnivals, mechanical rides, midways, etc. is specifically prohibited.

The Museum shall control the conduct, demeanor and appearance of its officers, members, employees, agents and representatives and customers and patrons, and upon objection of the County concerning the conduct, demeanor or appearance of any such person, the Museum shall immediately make best efforts to correct the cause of such objection.

The Museum shall not conduct any business or activity not specifically authorized by this Agreement.

The Museum shall maintain its State Charter and not-for-profit status during the term of this Agreement."

ARTICLE VI
OPERATION OF SHOPS AND FOOD CONCESSIONS

Article VII of the Original Agreement is hereby renamed and modified to read in its entirety as follows:

ARTICLE VII
SALES AND SERVICES FOR FEES

"The Museum may charge reasonable fees as it deems appropriate for classes, lectures, shows, special exhibits, gift shop, food concession and other activities. All charges and prices must be conspicuously posted upon the premises by the Museum.

The Museum shall procure, at the cost of the Museum, all permits and licenses required for this operation and performance under this Agreement, and shall pay all taxes and assessments that shall be imposed or assessed by any governmental authority in connection with the business or operations conducted by this Agreement. The Museum shall observe, obey and comply with all applicable laws, rules and regulations.

In addition to the collection of fees and charges for sales and services and activity fees previously described, the Museum will be permitted to conduct and

sponsor fund raising events that benefit the Museum and to accept donations on the premises.

ARTICLE X
STRUCTURAL CHANGES AND ALTERATIONS

Article X of the Original Agreement is hereby renamed and modified to read in its entirety as follows:

ARTICLE X
IMPROVEMENTS

"The Museum may make such improvements and construct such facilities upon said lands as shall be reasonably necessary to place the demised property and premises in such state or condition that they may be used for museum and planetarium purposes for which this Agreement is made and entered into, provided, however, that all plans for the erection of any buildings or other improvements, or landscaping, shall be first approved by the "DIRECTOR," Dade County Park and Recreation "DEPARTMENT" before any work is started; said plans must comply with all applicable ordinances and regulations; and provided further that the Museum shall not commence construction of any improvements upon any of the demised lands until it has on hand sufficient funds to pay the full cost of such improvements. All persons, firms or corporations dealing with the Museum in respect to the furnishing of any labor, services or materials for the improvement of said demised premises are hereby placed on notice that no liens of any nature or character shall be imposed upon or enforced against said lands, but that the credit and liability of the Museum only shall be relied upon for payment of the cost of such improvements.

Any contract the Museum shall let for the construction of any permanent structure shall require the contractor to provide Builder's Risk Insurance as part of the contract price for 100% of the completed value of the proposed building. Said Builder's Risk Insurance shall cover no less than fire, hazard, extended coverage, vandalism and malicious mischief and shall name the Dade County Commissioners as the insured, as their interest may appear. In addition, the Museum shall obtain and deliver to the Department, not less than ten (10) days prior to the anticipated commencement of any construction as provided in this Article, a completion and Payment Bond (Performance Bond) with a surety, in favor of the County, said bond to be acceptable to the Insurance Management Division of Dade County. The Bond shall be for the full amount of work and shall remain in effect until the completion of and payment for the improvements, free and clear of all claims of mechanics, laborers and material men. The Museum may, in lieu of a Performance Bond for its construction, substitute therefore an escrow agreement with a financial institution or some other party. Said escrow agreement shall be with parties and in form acceptable to the Department and shall be submitted for approval twenty (20) days prior to the commencement of construction.

All improvements constructed by the Museum shall become the property of the County upon completion and acceptance by the County."

The County shall provide improvements to the roadways and grounds used by and adjacent to the premises, including landscaping improvements, within the

"Phase I" construction completion time period specified in Article IV, subject to the availability of funds for such purposes from the County Commission.

ARTICLE XI
MAINTENANCE

Article XI of the Original Agreement is hereby modified to read in its entirety as follows:

"The County shall maintain the existing building roof, structure, air conditioning and heating, electrical and plumbing (except fixtures), and will maintain the grounds and roadways in good order and repair except as hereinafter provided and except for repairs resulting from negligence of the Museum.

The Museum has inspected and hereby accepts the premises in an "as is" condition at the commencement of this Modification Agreement, and agrees to maintain the premises in the same or better condition, order and repair as at the commencement of said term, excepting only reasonable wear and tear arising from the use thereof under this Agreement, and excepting those County maintenance responsibilities specified above.

The Museum shall be responsible for all other maintenance, appearance and safety of the premises and all maintenance for any additions thereto, all in accordance with the General Standards for Lease Agreement, or Permit Performance Evaluation Program, a copy of which is attached hereto and made a part hereof. The Museum agrees to fully comply with the County's decision regarding maintenance standards. The Museum shall inspect the premises to insure a safe condition. The Museum shall maintain, paint, repair or replace any and all equipment or fixtures in use under this Agreement, as a normal responsibility of the Museum. However, the Museum agrees that it will not undertake any maintenance, painting, repair, or replacement that would in any way modify or change the original existing facility, its equipment or structures, or changes without the prior written approval of the County.

The Museum, during the term hereof, shall pay all charges for installation, maintenance and operation for any necessary utilities and trash pick-up.

Upon the expiration of this Agreement, or its termination in any manner, the Museum shall deliver the premises to the County in no worse condition than the same was at the commencement of this Agreement, loss by fire or other casualty and ordinary wear and tear excepted.

The Museum shall be responsible for litter pick-up generated by Museum patrons on the premises, grounds and roadway.

The Museum shall preserve the natural and historical features of the premises, including appropriate restoration with prior written approval of the County.

The Museum will take reasonable precautions to secure the premises from vandalism, theft of property or other abuses.

The Museum shall maintain at its expense the Spitz-space transit planetarium projector, provided, however, that when the maintenance of the projector is no longer deemed feasible to repair, the parties hereto shall consider ways of obtaining a replacement."

ARTICLE XII
INDEMNIFICATION BY MUSEUM

Article XII of the Original Agreement is hereby modified to read in its entirety as follows:

"The Museum hereby agrees to indemnify and save the County harmless from any and all claims, liability, losses and causes of action which may arise as a result of this unless such claim, liability, loss or cause of action is the sole result of the County's negligence."

ARTICLE XIII
INSURANCE BY MUSEUM

Article XIII of the Original Agreement is hereby modified to read in its entirety as follows:

ARTICLE XIII
INSURANCE BY MUSEUM

"The Museum shall maintain during the term of this Agreement, the insurance specified below, and a Certificate of Insurance shall be filed with the Park and Recreation Department, 50 S.W. 32nd Road, Miami, Florida 33129, prior to the commencement of this Agreement:

A. Worker's Compensation Insurance for all employees of the Tenant as required by Chapter 440, Florida Statutes.

B. Public Liability Insurance on a Comprehensive basis in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage. Policy shall be endorsed to include Metropolitan Dade County as an additional insured. Policy will be endorsed to include Products Liability coverage when applicable.

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage.

D. Hazard Insurance to include at least fire, extended coverage, and vandalism and malicious mischief for the full insurable value of any structure located upon the premises, naming the County as an additional payee.

E. Builder's Risk Insurance for any construction during the term of this Agreement shall provide any other insurance or security that may be required.

The insurance coverage required shall include those classifications, as listed in Standard Liability Insurance Manuals, which most nearly reflect the operations of the Tenant under this Lease Agreement.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, such companies to be acceptable to the County GSA, Insurance and Safety Division, Dade County, Florida.

The Company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest (1986 or later) edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent subject to the approval of the County Risk Management Division.

The Museum shall furnish Certificates of Insurance to the Department subject to the approval of the County GSA, Insurance & Safety Division, and thereafter 60 days prior to the expiration date of the policies, which certificates shall clearly indicate that the Museum has obtained insurance in the type, amount and classification as required for strict compliance with this Article and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written advance notice to the County.

Compliance with the foregoing requirements shall not relieve the Museum of its liability and obligations under this section or under the Indemnification and Hold Harmless Article, or any other portion of this Agreement. If determined necessary by the County Manager or his designee, the Museum shall deliver to the County upon demand the original of any policy required herein for review and upon completion of said review said policy shall be returned to the Museum.

The County reserves the right to reasonably amend the insurance requirements by the issuance of notice in writing to the Museum."

ARTICLE XVII
RELATIONSHIP OF MUSEUM DIRECTOR, PLANETARIUM
DIRECTOR AND BUSINESS MANAGER OF MUSEUM AND COUNTY

The first sentence of this Article is hereby modified to read as follows:

"The COUNTY may provide a portion of the operating funds to the MUSEUM pursuant to the official COUNTY budget approval by the County Commission."

ARTICLE XIX
NO DISCRIMINATION POLICY

Article XIX of the Original Agreement is hereby modified to read in its entirety as follows:

"The Board of County Commissioners declared and established as a matter of policy that there shall be no discrimination based on on physical handicap, sex, age, religion, race, color, creed or national origin in connection with any County property or facilities operated or maintained under lease, license, or other agreement from Dade County or its agencies. The Museum agrees to conform to this policy in its use of the premises."

ARTICLE XX
CONFLICT OF INTEREST AND CODE OF ETHICS

Article XX of the Original Agreement is hereby renamed and the following paragraph is added:

ARTICLE XX
CONFLICT OF INTEREST; CODE OF ETHICS; AND DISCLOSURE

"The disclosure Ordinance, Section 2-8.1 of the Code of Metropolitan Dade County, Florida, requiring a corporation transacting business with Dade County to

disclose certain information, shall be applicable to the members of the Board of Governors, Board of Trustees, and Officers of the Museum."

ARTICLE XXI
NOTICES

Article XXI of the Original Agreement is hereby modified to read in its entirety as follows:

"Any notice required to be given by either party under any provisions of this Agreement shall be sufficient for all purposes when sent in writing by United States Registered or Certified Mail, postage thereon prepaid, addressed to the other party at the place of business designated herein.

For notice or other purpose, the County and Museum will be addressed at:

To the County:	County Manager Metro-Dade Center Suite 2910 111 N.W. 1st Street Miami, Florida 33128-1994
To the Museum:	Executive Director Museum of Science 3290 South Miami Avenue Miami, Florida 33129

or such other address as either party may designate in writing."

ARTICLE XXII
CANCELLATION

Article XXII of the Original Agreement is hereby renamed and modified to read in its entirety as follows:

ARTICLE XXII
TERMINATION, CANCELLATION, DEFAULT

"I. Cancellation by County: The occurrence of any of the following shall cause this Agreement to be automatically terminated:

A. Assignments by Museum for the benefit of creditors.

B. Abandonment by Museum of, and discontinuance of operations hereunder for a period of thirty (30) days.

The County shall have the right to terminate this Agreement after thirty (30) days written notice sent by registered or certified mail to the Museum, of the occurrence of one or more of the following, unless the same shall have been corrected within such period:

A. Non-performance of any covenant of this Agreement and failure of the Museum to remedy such breach. Where remedies may require more than 30 days to accomplish, the County may determine an extended deadline for completion.

B. The conduct of any business or the merchandising of any product or service not specifically authorized herein.

C. Failure to maintain non-profit status under provisions of Chapter 617, F.S.

D. A final judicial determination that litigation instituted by the Museum against the County was groundless.

The County shall have the right after three hundred and sixty five (365) days written notice sent by registered or certified mail to the Museum to terminate this Agreement, upon a finding adopted by the Board of County Commission by Resolution that the termination of this Agreement is necessary to satisfy the public interest, and shall thereupon acquire the use and occupancy of the premises for a County purpose.

II. Termination by Lessee: Lessee shall have the right upon thirty (30) calendar days written notice to the County to terminate this Agreement at any time after the occurrence of one or more of the following events:

A. Issuance by any court of competent jurisdiction of any injunction substantially restricting the use of the facilities for intended purposes, and the remaining in force of said injunction for period of more than ninety (90) calendar days.

B. 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 sixty (60) calendar days after receipt of written notice sent by registered or certified mail from the Lessee of the existence of such breach.

C. The assumption by any governmental agency, of the operation, control or use of the facilities, or any substantial part, or parts, thereof in such a manner as substantially to restrict Lessee's operations for a period of sixty (60) consecutive calendar days or more.

In the event of termination or cancellation of this Agreement as herein provided, the Museum shall forthwith remove all its property, failing in which the County shall have the right to store or provide for storage of the Museum property at the Museum's expense or to dispose of such property in accordance with the law without being liable to prosecution, damage from any cause whatsoever by reason of removal, and the Museum expressly waives any and all claims for damage and loss against the County, their officers or agents, for or on account of any act done or caused to be done in exercising this right, and the County shall have the right to sell the said personal property so seized or removed and recover by such sale or legal process any and all sums due to the County under the terms of this Agreement, plus the costs and expenses incurred under the terms of this Agreement.

In the event this Agreement is canceled by the Museum or by virtue of default on the part of the Museum, or upon the expiration of the term of this Agreement, the title to all permanent improvements made or constructed upon the premises shall become vested in the County, without payment or compensation. However, if the County shall be required to cancel or terminate this Agreement in the public interest and acquire the use and occupancy of the premises for a County purpose, tnen and in such event, the County shall ensure that the Museum and Planetarium are provided with comparable physical facilities suitable to accomplish their scientific and educational purposes for the remainder of the term of this Agreement.

It is the intention of the parties of this Agreement that all furnishings and equipment purchased or leased by Museum, except those permanently affixed to buildings, as defined under the laws of the State of Florida, shall be and will always remain, the personal property of the Museum.

Upon the termination of this Agreement and the removal of all personal property by the Museum, the Museum shall cause the premises to be restored to a neat, clean, safe and habitable condition."

ARTICLE XXIV
ART IN PUBLIC PLACES

Article XXIV shall be added to the Original Agreement as follows:

"It is understood that unless waived by the County, 1.5% of the cost of building improvements and construction must be donated to art as approved through the Arts in Public Places Program."

ALL OTHER ARTICLES OF THE ORIGINAL AGREEMENT

All other Articles of the Original Agreement shall remain as they are stated in the Original Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Modification of Agreement to be executed by their appropriate officials as of the _____ day of _____ 19____.

ATTEST:
RICHARD P. BRINKER, CLERK

_____
Deputy Clerk

METROPOLITAN DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

BY: _____
Joaquin G. Avino, P.E., P.L.S.

ATTEST:

BY: _____
Mary Brenner
Secretary

MUSEUM OF SCIENCE, INC.

BY: _____
Roderick N. Petrey
President

(CORPORATE SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

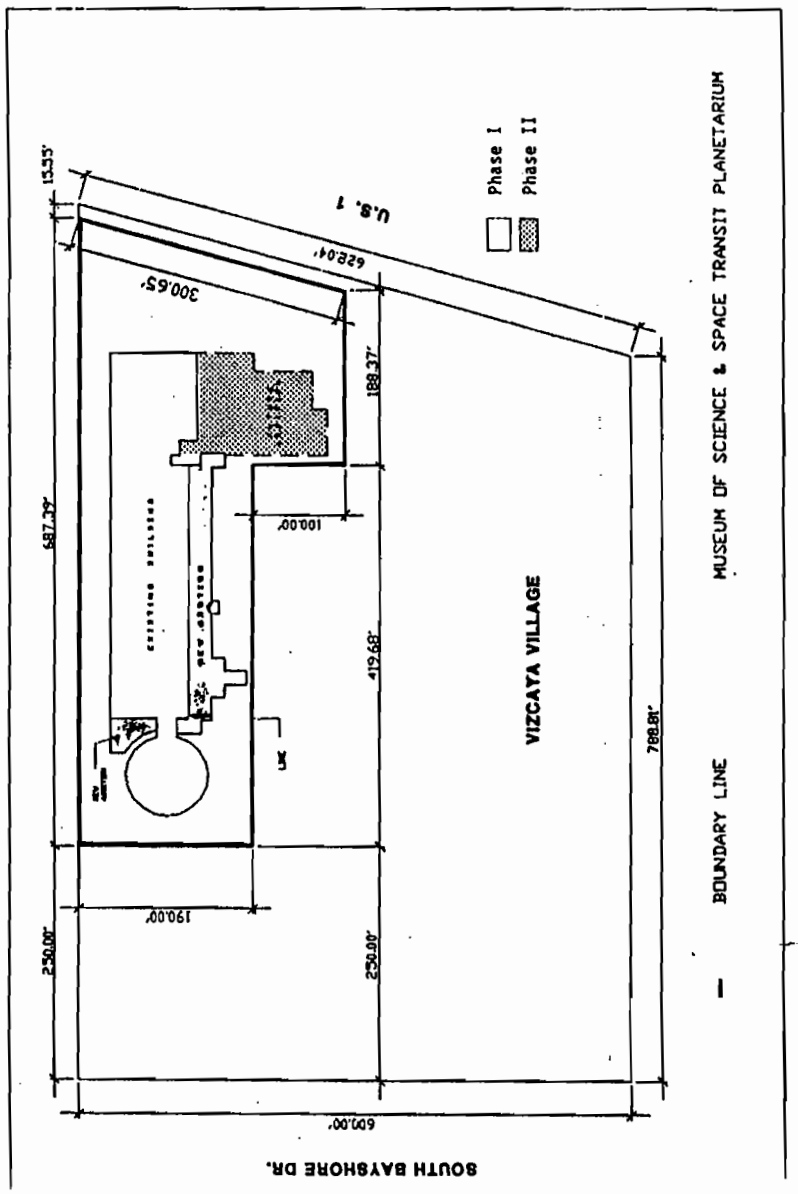
BY: _____
County Attorney

This instrument was prepared by:
Martin A. Washington
Dade County Park & Recreation Dept.
50 S.W. 32 Road
Miami, Florida 33129

EXHIBIT "A"

LEGAL DESCRIPTION

Commence at the northeast corner of tract 3; "Vizcaya James Deering Estate" as recorded in Plat Book 34, at Page 46 of the public records of Dade County Florida. Thence; south 68° 05' 55" west along the southerly right of way line of "South West First Avenue" for 627.23 feet; thence south 37° 12' 15" east for 17.00 fee to the point of beginning of the hereinafter described parcel of land; thence south 37° 12' 55" east for 687.39 feet thence; north 52° 47' 45" east for 190.00 feet thence; north 37° 12' 15" west for 419.68 feet thence; north 52° 47' 45" east for 100.00 feet thence; north 37° 12' 15" west for 188.37 feet thence; south 68° 05' 55" west for 300.65 feet to the point of beginning. Containing 3.3487 acres more or less.



AGREEMENT FOR OPERATION

OF

MUSEUM OF SCIENCE AND PLANETARIUM

THIS AGREEMENT made this 22nd day of AUGUST, 1987, by and between DADE COUNTY, a political subdivision of the State of Florida, hereinafter called "COUNTY" acting by and through its Board of County Commissioners, and the MUSEUM OF SCIENCE, INC., a non-profit Florida corporation, hereinafter called "MUSEUM",

WITNESSETH:

WHEREAS, Dade County has constructed a Museum building and Planetarium on County owned lands consisting of a portion of the Vizcaya property for the purpose of providing facilities for a Museum of Science and Planetarium, and

WHEREAS, COUNTY and MUSEUM have previously entered into an agreement for the operation of a Museum and Planetarium in such facilities, and a Museum and Planetarium are being operated pursuant to such agreement, and

WHEREAS, COUNTY and MUSEUM are desirous of entering into a new agreement relative to said facilities to supersede said existing agreement,

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the COUNTY and MUSEUM mutually agree as follows:

ARTICLE I
PRIOR AGREEMENTS

This Agreement shall supersede all prior agreements for operation of a Museum and Planetarium between the parties hereto.

ARTICLE II
DEMISED PREMISES

COUNTY hereby demises to the MUSEUM the property described and delineated on Exhibit "A". The MUSEUM shall have the exclusive right to use that portion of the improvements presently being occupied and utilized by the MUSEUM as a Museum and Planetarium. The Historical Association of South Florida, Inc. shall have the exclusive right to use that portion of the improvements presently being utilized by them in the more recently completed north portion of the improvements. At such time as the Historical Association of South Florida, Inc. move from the portion of the improvements being occupied by them, MUSEUM shall have the right of exclusive possession to

such portion. The entrance way and hallway located between that portion of the improvements currently being occupied by the MUSEUM and that portion of the grounds being occupied by the Historical Association and Dade County Historical Board shall be "Shared Facilities" and MUSEUM shall have the non-exclusive right to use such properties with the Historical Association of South Florida, Inc. and Dade County Historical Board. The MUSEUM shall have the non-exclusive right to use all roadways and grounds of the demised premises.

The COUNTY hereby grants to the MUSEUM the exclusive right to use all those personal properties presently owned by the COUNTY but in possession and being used by MUSEUM.

ARTICLE III
TERM OF AGREEMENT

The term of this Agreement shall be for a period of ten (10) years commencing on the date of execution hereof.

ARTICLE IV
OPTION TO RENEW

The MUSEUM shall have one (1) option to renew this Agreement for an additional five (5) year period to commence ten (10) years from date hereof. In order to exercise the option for the succeeding five (5) year term MUSEUM shall notify COUNTY in writing on or before thirty (30) days from termination of this agreement ten (10) years from date hereof.

ARTICLE V
USE OF DEMISED PREMISES; RIGHT TO CHARGE FEES

The MUSEUM may charge reasonable fees as it deems appropriate for classes, lectures, shows, special exhibits and other activities, provided, however, that no charge shall be made for admission to the general Museum gallery areas unless first approved in writing by the County Manager or his designee.

However, it is further understood and agreed by the parties hereto, that the COUNTY is prepared to expend the sum of $500,000.00 as the result of a bond issue approved by the citizens of Dade County for the renovation, remodeling, and construction of exhibits and to incorporate the space presently being utilized by the Historical Association of Southern Florida, Inc., to the MUSEUM and it is further understood and agreed that it is the intent of the parties to charge a general admission fee to the general MUSEUM gallery areas upon the completion of these expenditures or prior

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thereto if deemed feasible. The General admission charges and schedules shall be submitted by the Board of Governors to the County Manager or his designee for approval.

The MUSEUM shall operate at its expense, except as provided elsewhere in this Agreement, a Planetarium and Museum of Science within the demised premises. The MUSEUM shall operate according to standards generally accepted for similar planetariums and museums of science.

A portion of the building housing the Museum and Planetarium Facilities is utilized by the Historical Association of Southern Florida, Inc. That portion of the herein demised premises known as "Shared Facilities" represents an entryway and hallway for access to the Museum and Historical areas. The MUSEUM shall use this area for its intended purpose concurrently with the said Historical Association until the said Historical Association shall vacate the said premises.

That portion of the demised premises described as roadways and grounds constitutes the area for ingress and egress to the Museum and Historical facilities and to COUNTY's facilities located adjacent to said roadways and grounds, and is also used for parking and general outdoor use. The MUSEUM shall have the non-exclusive right to utilize said roadways and grounds for their intended purposes including the non-exclusive right to use the grounds for the programs and activities of the Museum and Planetarium.

ARTICLE VI
RIGHT TO ASSIGN OR SUBLET OR PERMIT USE OF FACILITIES

The MUSEUM may not assign nor sublet this Agreement. The MUSEUM may permit other organizations and individuals to use the Auditorium for up to one week under reasonable terms and conditions and for reasonable charges. The use of the Auditorium for more than one week by other organizations and individuals must receive prior written approval by the County Manager.

ARTICLE VII
OPERATION OF SHOPS AND FOOD CONCESSIONS

The MUSEUM may operate shops in the Museum and Planetarium Facilities for sale of items of the type and character customarily sold in museums and planetariums. The MUSEUM may operate a snack bar and utilize food vending machines. Such snack bar and vending machines may be operated by MUSEUM employees or by a concessionaire. Any concessionaire and the procedure for selection thereof must be approved by the County Manager and all terms and conditions for the concession operation will be set forth in a proper agreement between the concessionaire and MUSEUM.

ARTICLE VIII
OWNERSHIP OF PERSONAL PROPERTY

Title to all personal property now owned or hereafter acquired by MUSEUM shall remain in MUSEUM even though placed within the demised premises unless MUSEUM shall have appropriate instruments divesting itself of such title. Title to all personal property now owned or hereafter acquired by COUNTY and placed in the demised premises shall remain in COUNTY unless COUNTY by appropriate instrument shall divest itself of such title.

ARTICLE IX
MAINTENANCE OF COLLECTIONS, EXHIBITS, ARTIFACTS AND DISPLAYS

No collections, exhibits, artifacts or property on loan to the MUSEUM shall be placed in the demised premises without prior approval of the Board of Governors of MUSEUM. All such approved loan items shall be properly cared for and maintained by the MUSEUM and shall be insured against such insurable risks and in such amounts as may be mutually agreed upon by the owners of such items and the MUSEUM. The MUSEUM shall maintain an inventory of its personal property, borrowed property and COUNTY property which shall be provided with its annual report to the COUNTY as provided in Article XIV of this Agreement.

ARTICLE X
STRUCTURAL CHANGES AND ALTERATIONS

The MUSEUM shall make no structural changes to the Museum and Planetarium Facilities without the approval of the County Manager. The MUSEUM shall be permitted to relocate exhibits, paint, decorate and perform normal maintenance without approval of COUNTY.

COUNTY shall have the right to make such additions to or modifications of the demised premises as may be reasonably necessary or desirable, provided, however, that such modifications or improvements shall not change the primary use and purpose of the existing demised premises. COUNTY shall exercise this right in such a manner as to create a minimum of interference with the operation of the Planetarium and Museum.

ARTICLE XI
MAINTENANCE

The COUNTY shall physically maintain at its expense the demised facilities including the building roof and structure and all air conditioning, heating, electrical, and plumbing systems and will maintain the grounds and roadways in good order and repair except as hereinafter provided and except for repairs resulting from negligence of the MUSEUM. The MUSEUM shall perform all maintenance of a day to day recurring

nature. The MUSEUM shall be liable for all costs and expenses incidental to the normal operation of the MUSEUM, including but not limited to the operational cost and expense of heating, lighting, air conditioning, janitor service, telephone, water and insurance unless otherwise agreed upon. The MUSEUM shall maintain at its expense the Spitz-space transit planetarium projector, provided, however, that when the maintenance of the projector is no longer deemed feasible to repair, the parties hereto shall consider ways of obtaining a replacement.

ARTICLE XII
INDEMNIFICATION BY MUSEUM

The MUSEUM agrees to indemnify and save harmless the COUNTY from any and all loss, damage, costs and expenses suffered or sustained or for which the COUNTY may be held or become liable by reason of injury to persons or property, or other causes whatsoever, which may arise by reason of the use of said COUNTY lands and property by the MUSEUM under the terms and provisions of this Agreement.

ARTICLE XIII
INSURANCE BY MUSEUM

The MUSEUM shall maintain during the term of this Agreement and any extension thereof the following insurance:

A. Workman's compensation Insurance - as required by Chapter 440, Florida Statutes.

B. Public Liability Insurance - on Comprehensive basis, in amounts not less than $300,000 per occurrence for Bodily Injury, and $50,000 per occurrance for Property Damage.

C. Contractual Liability Insurance - covering all liability arising out of the term of the Contract Documents.

D. Automobile Liability Insurance - covering all owned, non-owned and hired vehicles used in connection with the work, in amounts not less than $100,000 per person and $300,000 per occurrence for Bodily Injury and $50,000 per occurrence for Property Damage.

The Public Liability Insurance coverage as required in paragraph (b) above shall include those classifications, as listed in Standard Liability Insurance Manuals, which are applicable to the operations of the Contractor in the performance of this Contract.

All insurance policies required above shall be issued in companies authorized to do business under the laws of the State of Florida.

with the following qualifications as to management and financial strength:

The Company must be rated no less than "A" as to management, and no less than "Class X" as to strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey.

The MUSEUM shall furnish Certificates of Insurance to the County's Risk Management Division fifteen (15) days prior to effective date of this Agreement.

Said Certificates shall clearly indicate that the MUSEUM has obtained insurance in the type, amount, and classification as required for strict compliance with this Agreement and that no material change or cancellation of insurance shall be effective without thirty (30) days prior written notice to the County.

ARTICLE XIV
MUSEUM BUDGET

The MUSEUM's fiscal year shall commence on October 1st. The MUSEUM's annual budget shall be balanced. By May 1st of each year the MUSEUM shall submit a budget request to the County Manager including but not limited to:

A. A statement of the MUSEUM's goals and objectives for the coming fiscal year.

B. A report by the MUSEUM containing its evaluation of the previous year's operations and programs.

C. Any proposed changes in the operational philosophy of the MUSEUM with particular reference to the proposed budget.

D. Actual revenue and expenses for the first 6 months of the current fiscal year.

E. A twelve month projection of anticipated revenue and expenses for the current fiscal year.

F. The anticipated beginning cash balance for the next fiscal year.

G. Proposed revenue and expenses including capital improvements and equipment for the next fiscal year.

H. An organizational chart and list of officers of the MUSEUM and its Boards.

I. Summary of memberships by classification.

J. Inventory of MUSEUM personal property, borrowed property and COUNTY property.

The budget shall be departmentalized into identifiable fiscal operations of the MUSEUM. It should be prepared in such manner and on such forms as prescribed by COUNTY.

ARTICLE XV
AUDITS

The MUSEUM shall submit to COUNTY, by January 31st of each year, an annual audit prepared by a Certified Public Accountant covering the previous fiscal year. The MUSEUM shall furnish COUNTY with monthly statements of income and expenditures not later than twenty-eight (28) days after the end of each month. COUNTY shall have the right to audit the books and records of the MUSEUM at all times.

ARTICLE XVI
EXHIBIT PROGRAM

The MUSEUM will submit for approval to the COUNTY by May 1st of each year a program for the addition, modification or removal of exhibits for the coming fiscal year. Any major changes to that program must be approved in writing by the COUNTY.

ARTICLE XVII
RELATIONSHIP OF MUSEUM DIRECTOR, PLANETARIUM DIRECTOR AND BUSINESS MANAGER TO MUSEUM AND COUNTY

The COUNTY shall provide a portion of the operating funds to the MUSEUM pursuant to the official COUNTY budget approved by the County Commission. Such assistance may include monies to be applied to the salaries of the Museum Director, Planetarium Director and Business Manager pursuant to the approved budget request. The MUSEUM Board of Governors shall be empowered to appoint and to remove these employees provided such appointment or removal is approved by the County Manager. The Museum Director shall have the same relationship to the County Manager as a department head has to the County Manager under Section 3.04 of the Charter of Metropolitan Dade County, Florida. The Museum Director shall carry out the policies and programs established by the Board of Trustees and pursuant to the directions of the Board of Governors of the MUSEUM and shall be in charge of its day-to-day operations. The Museum Director shall provide information or reports about MUSEUM activities to the County Manager on request. The Planetarium Director shall be in charge of the operation of the Planetarium and shall be in charge of its day-to-day operations. The Business Manager shall be in charge of the MUSEUM books and accounting procedures and will comply with all financial reporting requirements to the

COUNTY as outlined in this agreement and will be supervised by the Museum Director.

Neither the Board of Governors nor any MUSEUM member shall direct or request the appointment or removal of any MUSEUM employee other than the Museum Director and the Planetarium Director. Except for the purposes stated in the MUSEUM Bylaws, the Board of Governors and members of the MUSEUM shall deal with MUSEUM employees solely through the Museum Director and neither the Board nor any member of the MUSEUM shall give orders to any MUSEUM employee either publicly or privately. Any wilful violation of the provisions of this section by a member of the MUSEUM or its Board of Governors shall be grounds for cancellation of this Agreement as provided in Section XXII of this Agreement.

ARTICLE XVIII
CASUALTY DAMAGE

If the premises are either partially or completely destroyed by fire, explosion, the elements, the public enemy, or as the result of war or other casualty, except those caused by MUSEUM or its officers and employees, the same shall be repaired or replaced by the COUNTY at COUNTY's discretion. The County waives its right of subrogation against the MUSEUM for said losses and the MUSEUM waives its right of subrogation against the County for damage to its property.

ARTICLE XIX
NO DISCRIMINATION POLICY

The MUSEUM shall comply with the Board of County Commissioners' established policy concerning no discrimination in employment, in MUSEUM membership or in the use of MUSEUM facilities by the general public.

ARTICLE XX
CONFLICT OF INTEREST AND CODE OF ETHICS

The Conflict of Interest Ordinance, Section 2-11.1 of the Code of Metropolitan Dade County, Florida, shall be applicable to the members of the Board of Governors and the Board of Trustees of the MUSEUM only in the manner and to the extent hereinafter provided. It is declared to be the intent of the Board of County Commissioners as expressed in this subsection, to provide that the Conflict of Interest Ordinance shall not operate to preclude individuals from serving on the Board of Governors or the Board of Trustees on the basis of interests relating to Dade County when such interests do not conflict with the MUSEUM.

Wherever in the Conflict of Interest Ordinance reference is made to DADE COUNTY, that reference shall be deemed and construed to be a reference to the MUSEUM; wherever in the Conflict of Interest Ordinance reference is made to the Board of County Commissioners, that reference shall be deemed and construed to be a reference to the Board of Governors and the Board of Trustees of the MUSEUM.

ARTICLE XXI
NOTICES

It is understood and agreed between COUNTY and MUSEUM that written notice addressed to COUNTY and mailed or delivered to the County Manager, 73 W. Flagler Street, Miami, Florida 33130, shall constitute sufficient notice to the COUNTY, to comply with the terms of the Agreement. Written notices to the MUSEUM shall be sent to 3290 South Miami Avenue, Miami, Florida 33129, and shall constitute sufficient notice.

ARTICLE XXII
CANCELLATION

In the event COUNTY determines that the MUSEUM or its employees are not complying with the provisions of this Agreement, COUNTY shall notify the President of the MUSEUM and the Chairman of the Board of Governors, of such lack of compliance and require correction thereof. MUSEUM will use due diligence to effect the correction required. In no case should lack of compliance extend beyond sixty (60) days after receipt of such notice. Failure to comply shall be grounds for the cancellation of this Agreement at the option of the COUNTY. Upon written notice cancelling this Agreement, MUSEUM agrees to vacate the premises with due diligence.

ARTICLE XXIII
SUCCESSORS

This Agreement shall be binding upon the parties hereto and their successors.

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IN WITNESS WHEREOF, the COUNTY and the MUSEUM have caused this Agreement to be executed by their respective proper officers duly authorized thereunto, the day and year first above written.

ATTEST:
RICHARD P. BRINKER, Clerk

DEPUTY CLERK

METROPOLITAN DADE COUNTY

By
County Manager

ATTEST:

MUSEUM OF SCIENCE, INC.

By

EXHIBIT "A"

A portion of Tract 3 of VIZCAYA JAMES DEERING ESTATE, according to the plat thereof, recorded in Plat Book 34 at Page 46, of the Public Records of Dade County, Florida, more particularly described as being; A uniform strip of land 200' in width lying 150' on the South side and 50' on the North side of the following described line: Commence at the S. E. corner of said Tract 3, thence Southwesterly along the most Southerly line of said Tract 3, for a distance of 450 feet to the point of beginning of the hereinafter described line; thence Northwesterly, at right angles to the said most Southerly line for a distance of 912 feet, more or less, to the most Northerly line of said Tract 3.

DADE COUNTY PARK AND RECREATION DEPARTMENT

LEASE, AGREEMENT OR PERMIT

PERFORMANCE EVALUATION PROGRAM

INTRODUCTION

The Lease, Agreement or Permit Performance Evaluation Program established operational standard for facilities and services afforded the public, a method for determining their performance level, and permits operators the opportunity to correct deficiencies without being unfairly penalized.

The rating determined under this program will be used as a basis for continuing or terminating a lease, agreement or permit authorization under which he operates, will be used as the basis for granting a right of preference to renewal or termination. However, notwithstanding the above, the Dade County Park and Recreation Department reserves the right to initiate termination proceedings or to make a determination of unsatisfactory performance for any operator at any time when circumstances so warrant, regardless of the status of the operator's evaluation.

LEASE, AGREEMENT OR PERMIT

PERFORMANCE EVALUATION PROGRAM

PROGRAM OBJECTIVES

The primary objective of the Lease, Agreement or Permit Performance Evaluation Program is to provide visitors quality services which are safe, healthful and enjoyable, at levels they would expect from the private sector operating outside Dade County Park and Recreation.

Another major objective is to serve as a basis for continuing or terminating a lease, agreement or permit authorization as well as determining whether such an operator should be granted a right of preference to renewal. A third major objective is to be able to access problem areas in relation to long term need. In this regard, the program can be used as a management tool for assuring adequate facilities and services for the visiting public.

DADE COUNTY PARK AND RECREATION DEPARTMENT

LEASE, AGREEMENT OR PERMIT

PERFORMANCE EVALUATION PROGRAM

GENERAL

The Lease, Agreement or Permit Performance Evaluation Program provides a systematic method for determining operational performance on a periodic and annual basis using established standard for facilities and services authorized under a lease, agreement or permit.

The standards established for each type of facility or service (operation) are composed of distinct elements which are pertinent to satisfactory performance. These elements are classified Major - First Priority (A), Second Priority (B), and minor - Third Priority (C) based on the degree of their importance, from a visitor and/or employee's well being and ejoyment standpoint.

Wherever there is a conflict between the standards contained herein and any applicable existing or newly promulgated regulation(s) the latter will prevail and will be considered a part of the evaluation criteria under this program.

Conformance to the standards is measured periodically through a comprehensive inspection and follow-up on each individual facility or operation authorized, based on the standards contained herein.

The first step in this operational evaluation process is to rate each lease, agreement or permit operator's operational performance overall for the years.

CLASSIFICATION, INSPECTION AND RATING PROCEDURES

Set forth below are the deficiency classification criteria and detailed inspection and rating procedures to be used in conducting a lease, agreement or permit operator's operational performance evaluation.

A. Element Classification - Elements on the Performance Evaluation Inspection Report forms have been classified as follows:

1. Major
First Priority (A) - Conditions or practices which have the potential for, or exert a significant impairment to the services essential to the well-being and ejoyment of visitors and/or employees.

Second Priority (B) Conditions or practices which have the potential for, or exert a moderate impairment to the services essential to the well-being and enjoyment of visitors and/or employees.

2. Minor
Third Priority (C) - Conditions or practices which have a potential for, or exert an impairment to the visitor and/or employee services which may result in inconvenience to such individuals.

B. Deficiency Correction Criteria - Deficiencies identified during an evaluation shall be corrected in accordance with the following time frames, provided that the correction period for Major deficiencies can be reduced or extended by the Director of Parks and Recreation when warranted by extenuating circumstances:

1. Major (A Items) 15 days
(B Items) 30 days

2. Minor (C Items) 90 days

It should be understood that A type deficiencies are more serious and may take longer to correct than what is desired.

When the operator fails to correct Major (first and second priority) deficiencies within the correction period established by the Director, the Director may, when circumstances warrant, take one or more of the following actions:

1. Close, by posting all or part of the area of an operator's operation when necessary for the protection of the area or the safety and welfare of persons or property.

2. Not approve a specific facility's price increase request(s) until corrections are made.

3. Take other appropriate administrative action in direct relationship to the severity and/or magnitude of the problems.

C. Inspection

1. Personnel - All periodic operational inspections shall be conducted by Dade County Park and Recreation Department employees who have been designated by the Director. Follow-up inspections, made to verify corrections or deficiencies, shall be conducted by either the person who made the periodic inspection or other personnel designated by the Director.

2. Periodic Inspection - The Director or authorized representative shall conduct comprehensive operational inspections of each operator's activity, utilizing the standards and forms provided herein. At least one annual operational inspection shall be conducted for each lease, agreement or permit. Additional operational inspections may be conducted throughout the year as deemed necessary. Inspections are to be unannounced; however, limited prior notice may be given when necessary to insure that the operator or his designated representative will be available to accompany the County personnel doing the inspection.

Prior to the start of the inspection, the inspector will enter, in the spaces provided on the Performance Evaluation Inspection Report form, all identifying data such as the park name, address, name of operator, etc., and will pre-inspect General Standard Elements 44 and 60 through 70 that are applicable elements and rate them accordingly.

During the inspection, all deviations from the standards for each applicable element shall be rated as unsatisfactory. All elements in compliance with the standards where applicable shall be rated as satisfactory. A review will then

be made of all deviations to determine if there has been a meaningful deviation from the standard for any applicable elements, and the required correction date(s).

Immediately upon completing the inspection, the Director and operator, or their representatives, are to discuss the entire inspection to arrive at a specific plan for making correction within the established correction period.

They shall then sign and date the form with a copy given to the operator of his designated representative. The operator's or his representative's signature does not necessarily indicate agreement, only that the operator or his representative has seen the inspection report and that it has been discussed with them. If the report has not been signed by the operator or his representative, then the report is to be transmitted promptly to the operator by registered mail.

D. Follow-up Inspections - The required periodic follow-up inspections should be made as soon as possible after the time specified in the report to determine whether or not deficiencies identified on the initial inspection have been corrected. If "A" or "B" deficiencies have not been corrected, the Director or his representative shall initiate action as per General Program B, Deficiency Correction Criteria, listed above.

GENERAL STANDARDS
FOR
LEASE, AGREEMENT OR PERMIT
PERFORMANCE EVALUATION

INTRODUCTION

The following General Standard elements apply to almost all Lease, Agreement or Permit operations. There are, however, some instances where individual elements, contained in the leases, agreements, or permits include additional requirements to the general standards. In such cases, the additional requirements must be added to the General Standards where applicable.

GENERAL STANDARD ELEMENTS

A. BUILDING PHYSICAL CONDITION

1. Structural Condition - The exterior of the building must be in good physical condition. Foundations, walls and sills should be free from cracks and other signs of deterioration. (B)

2. Painted/Plastered/Stucco Surfaces - The exterior surfaces of the building must be painted or otherwise treated to protect against deterioration. Loose brick, peeling paint, and broken plaster or stucco should not be evident. (B)

3. Cleanliness - The exterior of the building should be clean, reasonably free of stains and no graffiti. (B)

4. Doors/Windows/Louvers - All doors, windows and louvers should be clean and well maintained and operable as designed. All exterior doors and windows should have adequate operable locking devices to the extent that security dictates. Windows are to be clean and free of cracks, breaks, and stains, and have a fresh appearance. Louvers should have vermin and/or insect screens as necessary. Screens should be free of rips and holes. (B)

5. Patio/Concrete Slab Areas - All patio/concrete slab areas should be reasonably free of cracks. Areas should not contain hazardous conditions such as wide cracks, elevation differences, broken or loose sections. (B)

6. Roof Condition - The roof area shall include all roofing material, facia boards, eves, gables, gutters and downspouts. The roof should be free of any leaks and rotten or deteriorating material. (B)

7. Drinking Fountain/Hose Bibs - Drinking fountains shall be clean, reasonably free of stains and in proper operating condition. Hose bibs should not leak and are to be in operating condition. (A)

B. RESTROOM APPEARANCE

9. Restroom Properly Identified - Restrooms shall be properly identified with signs appropriately located. (A)

10. Fixtures Clean and in Good Working Order - Toilets, sinks, faucets, tissue dispensers, mirrors, towel racks, etc., shall be clean, unpitted and free of

cracks, reasonably free of stains and in proper operating condition. (A)

11. Floor, Ceiling, Windows - Floors and floor coverings must be clean, free of litter, stains and in good repair. Ceilings and windows must be clean, free of mildew, free of defects such as cracks, breaks, stains, etc. (B)

12. Walls and Partitions - Walls and partitions must be clean, free of mildew, free of graffiti, stains and in good repair. (B)

13. Restrooms Adequately Supplied - Toilet tissue, towel or air drying devices and soap shall be provided. (A)

14. Adequate Illumination and Ventilation - Public toilet areas shall have adequate illumination, be odorless and ventilated. (A)

15. Trash Receptables Provided and Trash Disposal - Each restroom shall contain one clean wastebasket that is in good repair. The trash in the wastebasket should be periodically disposed. (A)

C. PUBLIC AND OTHER AREAS - STOREROOMS, CORRIDORS

17. Floors, Walls, Ceiling, Windows, Shelves - The interior of the building must be in good physical condition. Floors, walls, ceiling, windows and shelves shall be clean, free of mildew, free of defects such as cracks, breaks, stains, broken plaster, etc. (B)

18. Electrical Fixtures and Illumination - Sufficient electrical fixtures should be provided to properly illuminate the area. Electrical outlets shall be properly grounded and not overloaded. (B)

19. Proper and Uncluttered Storage of Equipment and Supplies - The storage of equipment and supplies shall be in a clean orderly manner and should present a well organized and uncluttered appearance. (B)

D. CONCESSION STAND

21. Floors, Walls, Ceiling, Windows, Shelves, Counter - Refer to General Standard, Element #17. (B)

22. Equipment and Appliances - Heaters, air conditioners, concession equipment and other appliances (stoves, refrigerators, freezers, ice makers, etc.) must be in good condition, operable, adequate, clean and reasonably quiet. (B)

23. Planned Cleaning Program - There should be evidence that there is a planned program for keeping the service area clean. Such evidence would include cleaning equipment and supplies and the use of such equipment and supplies by workers. (B)

24. Fire Extinguishers - Fire extinguishers must be provided as required by fire code. All extinguishers should be Class ABC and currently inspected. (A)

25. Food Covering - Unpackaged food not being served shall be covered. (A)

26. No Safety Hazard for Guest or Workers - No safety hazards, conditions or practices shall exist which have the potential for, or exert any impairment to the guest or workers. Where necessary, exit signs are properly displayed. (A)

27. Supply Storage is Vermin and Insect Proof - The storage of concession supplies shall be vermin and insect proof. (B)

28. Illumination and Ventilation - The concession area shall have adequate illumination, odorless and well ventilated. (B)

29. Electrical Fixtures - Refer to General Standard, Element #18. (B)

30. All Cracks in Food Area Sealed - All cracks in the food preparation area shall be sealed so as to prevent food particles from falling or lodging in cracks. (B)

31. Posting of Rates - Rates shall be prominently posed in sales areas (point of purchase) as necessary. Rates must be approved by the Director of Parks and Recreation where applicable in the Use Agreement. (B)

32. Portions Adequate Relative to Price - Portions served in concession shall be relative to the prices charged. (A)

33. Food Handling - Workers follow prescribed health standards in reference to food handling and preparation. (A)

34. Workers Attitude Toward Patrons - Workers should project a hospitable, friendly, helpful, positive attitude toward patrons. (A)

35. Garbage Collection and Disposal - An effective system should be evident for the collection and disposal of garbage and trash within the concession area. (A)

E. GARBAGE AND TRASH

37. Sufficient Trash Containers Provided - Trash containers shall be in sufficient quantity to handle the needs of the area. (A)

38. Convenience of Location - Trash containers shall be conveniently located to handle the needs of the area. (B)

39. Conditions of Containers - Trash containers should be in a good physical condition i.e., periodically cleaned, waterproof and vermin proof. (B)

40. Collection and Disposal - Waste should not accumulate in trash containers to the point of overflowing. Loose garbage and trash shall be picked up and placed in containers. (A)

F. PUBLIC SIGNS/GRAPHICS

42. Locations - Public signs should be appropriately located. (C)

43. Condition - Signs shall be accurate, attractive and well maintained. Signs of a permanent nature shall be prepared in a professional manner. (C)

44. Approval by Director - Signs must have the approval of the Director of Parks and Recreation. (C)

G. GROUNDS

46. Condition of Fences and Backstops - Fences and backstops shall be in a good and safe condition. (B)

47. Landscaping - Trees and Shrubs - Landscaping should be in a good and maintained condition. Diseased and dead material should be removed. (B)

48. Turf Areas - Turf areas should be in a maintained condition of sufficient quality to handle the needs of the area. (B)

49. Walks and Driveways - All walks and driveway areas should be reasonably free of cracks. Area should not contain hazardous conditions such as wide cracks, pot holes, elevation differences, broken or loose sections. (B)

50. Parking Lots and Courts - All parking lots and court areas should be reasonably free of cracks. Area should not contain hazardous conditions such as wide cracks, pot holes, elevation differences, broken or loose sections. (B)

51. Drainage/Irrigation - Drainage should be sufficient to prohibit the creation of unsightly and unsafe conditions. Irrigation systems shall be operable and in a safe condition that will not cause harm to workers and patrons. (B)

52. Litter and Debris - The grounds are to be maintained in a clean, neat and sanitary manner at all times. No litter, debris or refuse shall be allowed to accumulate. (A)

53. Drinking Fountains - Drinking fountains shall be clean, reasonably free of stains and in proper operating condition. (A)

54. Lake/Water Areas - Lakes and water areas shall be clean, uncluttered and free of trash and debris. Where specified, banks shall be maintained in a natural condition. Signs shall be properly posted to prohibit swimming in lakes. (B)

55. Weed Control - Grounds areas should be free of high weeds that would attract rodents, vermin, varments and insects. (B)

56. Electrical Fixtures and Illumination - Refer to General Standard, Element #18. (B)

H. OPERATIONAL

58. Staffing - All facilities and services must be properly staffed so as to prevent undue delays. In determining what constitutes undue delay, consideration shall be given to the kinds and types of service being rendered and situations or conditions beyond the control of the operator such as unanticipated influxes of visitors, facility or equipment breakdowns or sudden weather changes. The reasonableness of the delay, based on the above should be the determining factor. (A)

59. Operating Hours - All facilities and services shall be operated in accordance with the hours authorized or as specified in the operating plan and/or rate schedule. Hours of operation shall be prominently displayed at each facility in such a manner as to be easily visible to the public. (B)

60. Annual Report - Annual report must be submitted to the County as specified and within time frame. (A)

61. Certificate of Insurance - A copy of the Certificate of Insurance must be submitted to and approved by GSA, Risk Management. (A)

62. Fees - All fees have been paid within the time specified. (A)

63. Sales Verification - All sales verification has been submitted and approved through audit within the time specified. (A)

64. Occupational/Vending License - All necessary occupational/vending licenses have been obtained and are properly displayed. (A)

65. Improvements/Modification to Premises - All improvements/modification to County premises must have the approval of the Director of Parks and Recreation. (A)

66. Marketing Programs - All marketing programs must have the approval of the Director of Parks and Recreation so as to avoid conflicting and contradictory efforts. (A)

67. Bonds in Effect - Where required, a Performance Bond(s) with a surety meeting the qualification set forth, has been submitted and accepted by GSA, Risk Management. (A)

68. Equipment List - Where required, all capital equipment installed on County premises must have the approval of the Director of Parks and Recreation. A current list of approved equipment must be maintained. (A)

69. Utility Reimbursement - Where required, utility reimbursements have been paid within the time specified. (A)

70. Safety Inspection - A Safety Inspection Checklist has been conducted within the last six months. All poor items have been corrected. (A)

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METROPOLITAN DADE COUNTY
PARK & RECREATION DEPARTMENT
LEASE, AGREEMENT OR PERMIT
PERFORMANCE EVALUATION
INSPECTION REPORT

Park Name _____ Date _____

Location _____ Name of Operator _____

Inspector _____

Signature _____ Signature _____

Rate each number on the following scale:
N/A Not applicable
1. Unsatisfactory
2. Satisfactory

Classification		Correction Periods
1. Major	A Items	- 15 days
	B Items	- 30 days
2. Minor	C Items	- 90 days

Item No.	Element		Rating	Correct by (Date)	Date Corrected	Comments
	A. Bldg. Physical Condition					
1.	Structural, condition including foundations, walls, attic	(B)				
2.	Painted/plastered/stucco surfaces	(B)				
3.	Cleanliness	(B)				
4.	Doors/windows/louvers	(B)				
5.	Patio/concrete slab areas	(B)				
6.	Roof condition	(B)				
7.	Drinking fountain/hose bibs	(A)				
8.	Misc.					
	B. Restroom Appearance					
9.	Restroom properly identified	(A)				
10.	Fixtures clean and in good working order	(A)				
11.	Floor, ceiling, windows clean	(B)				
12.	Walls and partitions are clean and free of graffiti	(B)				
13.	Restrooms adequately supplied	(A)				
14.	Adequate illumination and ventilation	(A)				
15.	Trash receptacles provided and trash disposal	(A)				
16.	Misc.					
	C. Public and Other Areas - Storerooms, Corridors, etc.					
17.	Floors, walls, ceiling, windows, shelves clean	(B)				
18.	Electrical fixtures safe and operable including illumination	(B)				
19.	Proper and uncluttered storage of equipment and supplies	(B)				
20.	Misc.					
	D. Concession Stand					
21.	Floors, walls, ceiling, windows, shelves and counters clean	(B)				
22.	Equipment and appliances clean and in working order	(B)				
23.	Evidence that there is a planned program for keeping serving area clean	(B)				
24.	Current fire extinguishers as required	(A)				
25.	Food not being served is covered	(A)				
26.	No safety hazard exists for guests or workers	(A)				
27.	Supply storage is vermin and insect proof	(B)				

Item No.	Element		Rating	Correct by (Date)	Date Corrected	Comments
28.	Adequate illumination and ventilation	(B)				
29.	Electrical fixtures safe and operable	(B)				
30.	All cracks in food area sealed	(B)				
31.	Prices posted	(B)				
32.	Portions are adequate relative to price	(A)				
33.	Workers follow prescribed health standard in reference to food handling	(A)				
34.	Workers attitude toward patrons	(A)				
35.	Garbage collection and disposal	(A)				
36.	Misc.					
	E. Garbage and Trash					
37.	Sufficient trash containers provided	(A)				
38.	Convenience of location	(B)				
39.	Condition of containers	(B)				
40.	Collection and disposal	(A)				
41.	Misc.					
	F. Public Signs					
42.	Location	(C)				
43.	Condition	(C)				
44.	Approved by Director	(C)				
45.	Misc.					
	G. Grounds					
46.	Condition of fences and backstops	(B)				

Item No.	Element		Rating	Correct by (Date)	Date Corrected	Comments
47.	Landscaping - trees and shrubs	(B)				
48.	Turf areas	(B)				
49.	Walks and driveways	(B)				
50.	Parking lots/courts	(B)				
51.	Drainage/Irrigation	(B)				
52.	Litter and debris	(A)				
53.	Drinking fountains	(A)				
54.	Lake/water areas	(B)				
55.	Weed control	(B)				
56.	Electrical fixtures safe and operable including illumination	(B)				
57.	Misc.					
	H. Operational					
58.	Facilities and services adequately staffed	(A)				
59.	Operating hours conform as specified	(B)				
60.	Annual report submitted to County on time	(A)				
61.	Copies of certificates of insurance submitted to and approved by County	(A)				
62.	Necessary fees paid	(A)				
63.	Necessary sales verification	(A)				
64.	Necessary Occupational/Vending license obtained	(A)				
65.	Improvements/Modifications to premises have been approved	(A)				
66.	Marketing Programs have been approved	(A)				
67.	Bonds are in effect	(A)				

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Item No.	Element		Rating	Correct by (Date)	Date Cor-rected	Comments
68.	Equipment List is	(A)				
69.	Necessary utility reimbursement	(A)				
70.	Safety inspection within last 6 months	(A)				
71.	Misc.					

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STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

I, HARVEY RUVIN, Clerk of the Circuit and County Courts, in and for Miami-Dade County, Florida, and Ex-Officio Clerk of the Board of County Commissioners of said county, **DO HEREBY CERTIFY** that the above and foregoing is a true and correct copy of Resolution R-934-89, adopted by the Board of County Commissioners, at its meeting of July 25, 1989, as appears of record.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 1st day of December, A.D., 2006.

HARVEY RUVIN, Clerk
Board of County Commissioners
Miami-Dade County, Florida

By: _____
Deputy Clerk

Agenda Item No. 5 (f) (9)
7-21-81

RESOLUTION NO. R-1176-81

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT WITH MUSEUM OF SCIENCE, INC. TO OPERATE A SCIENCE MUSEUM AND PLANETARIUM ON COUNTY PROPERTY; AND AUTHORIZING COUNTY MANAGER TO EXERCISE RENEWAL AND CANCELLATION PROVISIONS CONTAINED THEREIN

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DADE COUNTY, FLORIDA, that this Board approves the agreement between Dade County and the Museum of Science, Inc. to operate a science museum and planetarium on County property, in substantially the form attached hereto and made a part hereof; authorizes the County Manager to execute same for and on behalf of Dade County; and to exercise the renewal and cancellation provisions contained therein.

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

Barbara M. Carey	Absent
Clara Oesterle	Absent
William G. Oliver	Aye
Beverly B. Phillips	Aye
James F. Redford, Jr.	Aye
Harvey Ruvin	Absent
Barry D. Schreiber	Aye
Ruth Shack	Aye
Stephen P. Clark	Aye

The Mayor thereupon declared the resolution duly passed and adopted this 21st day of July, 1981.

DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

RICHARD P. BRINKER, CLERK

By: RAYMOND REED
Deputy Clerk

Approved by County Attorney as to form and legal sufficiency.

MEMORANDUM

107.07-17 A

Agenda Item No. 5 (f) (9)

TO Honorable Mayor and Members
Board of County Commissioners

DATE July 21, 1981

SUBJECT Agreement with the Museum of Science, Inc.

FROM M. R. Stierheim
County Manager

RECOMMENDATION

It is recommended that the Board approve the attached agreement with the Museum of Science, Inc. in which the Museum agrees to operate a science museum and planetarium on County property at the Museum's present location for ten years with an option to renew for an additional five year period.

BACKGROUND

The County has negotiated a new operating agreement with the Museum of Science in order to reflect the Museum's growth plans and to clarify County and Museum relationships and responsibilities. It includes various provisions from our previous operating agreement including the requirement that the County will maintain the basic structure of the building in which the exhibits are housed. We have also pledged the $500,000 previously authorizied by the County Commission from the Decade of Progress so that interior renovations can be made and new exhibits purchased. The Museum of Science will expand into the Historical Association's space when the HASF moves into the Cultural Center.

There are several other significant features in this operating agreement. By November of this year, we are anticipating that the Museum of Science will have launched a new exhibit program which should draw a large attendance. This agreement requires County approval for Museum exhibits but also grants the Museum the right to charge reasonable fees. Concurrently, we have greatly strengthened the Museum's reporting requirements to us, both financially and operationally, and to insure that these requirements are met, we have provided that County Commission funding may be allotted, at the County's discretion, to the salaries of the Museum Director, Planetarium Director and Business Manager. In this manner, the personnel would remain Museum employees but accountable to the County.

The Museum's new Director, Mr. Erik Speyer, has already completed plans for the Museum's immediate future. Rather than summarizing these plans for you, we have chosen to attach a copy of Mr. Speyer's memorandum to his Board under the premise that no one could duplicate Mr. Speyer's energy and enthusiasm for the Museum's future. We believe that the attached agreement with Museum of Science will aid the Museum and County to obtain our mutual objectives and your approval is respectfully recommended.

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AGREEMENT FOR OPERATION

OF

MUSEUM OF SCIENCE AND PLANETARIUM

THIS AGREEMENT made this _____ day of _____, 1980, by and between DADE COUNTY, a political subdivision of the State of Florida, hereinafter called "COUNTY" acting by and through its Board of County Commissioners, and the MUSEUM OF SCIENCE, INC., a non-profit Florida corporation, hereinafter called "MUSEUM",

WITNESSETH:

WHEREAS, Dade County has constructed a Museum building and Planetarium on County owned lands consisting of a portion of the Vizcaya property for the purpose of providing facilities for a Museum of Science and Planetarium, and

WHEREAS, COUNTY and MUSEUM have previously entered into an agreement for the operation of a Museum and Planetarium in such facilities, and a Museum and Planetarium are being operated pursuant to such agreement, and

WHEREAS, COUNTY and MUSEUM are desirous of entering into a new agreement relative to said facilities to supersede said existing agreement,

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the COUNTY and MUSEUM mutually agree as follows:

ARTICLE I
PRIOR AGREEMENTS

This Agreement shall supersede all prior agreements for operation of a Museum and Planetarium between the parties hereto.

ARTICLE II
DEMISED PREMISES

COUNTY hereby demises to the MUSEUM the property described and delineated on Exhibit "A". The MUSEUM shall have the exclusive right to use that portion of the improvements presently being occupied and utilized by the MUSEUM as a Museum and Planetarium. The Historical Association of South Florida, Inc. shall have the exclusive right to use that portion of the improvements presently being utilized by them in the more recently completed north portion of the improvements. At such time as the Historical Association of South Florida, Inc. move from the portion of the improvements being occupied by them, MUSEUM shall have the right of exclusive possession to

such portion. The entrance way and hallway located between that portion of the improvements currently being occupied by the MUSEUM and that portion of the grounds being occupied by the Historical Association and Dade County Historical Board shall be "Shared Facilities" and MUSEUM shall have the non-exclusive right to use such properties with the Historical Association of South Florida, Inc. and Dade County Historical Board. The MUSEUM shall have the non-exclusive right to use all roadways and grounds of the demised premises.

The COUNTY hereby grants to the MUSEUM the exclusive right to use all those personal properties presently owned by the COUNTY but in possession and being used by MUSEUM.

ARTICLE III
TERM OF AGREEMENT

The term of this Agreement shall be for a period of ten (10) years commencing on the date of execution hereof.

ARTICLE IV
OPTION TO RENEW

The MUSEUM shall have one (1) option to renew this Agreement for an additional five (5) year period to commence ten (10) years from date hereof. In order to exercise the option for the succeeding five (5) year term MUSEUM shall notify COUNTY in writing on or before thirty (30) days from termination of this agreement ten (10) years from date hereof.

ARTICLE V
USE OF DEMISED PREMISES; RIGHT TO CHARGE FEES

The MUSEUM may charge reasonable fees as it deems appropriate for classes, lectures, shows, special exhibits and other activities, provided, however, that no charge shall be made for admission to the general Museum gallery areas unless first approved in writing by the County Manager or his designee.

However, it is further understood and agreed by the parties hereto, that the COUNTY is prepared to expend the sum of $500,000.00 as the result of a bond issue approved by the citizens of Dade County for the renovation, remodeling, and construction of exhibits and to incorporate the space presently being utilized by the Historical Association of Southern Florida, Inc., to the MUSEUM and it is further understood and agreed that it is the intent of the parties to charge a general admission fee to the general MUSEUM gallery areas upon the completion of these expenditures or prior

thereto if deemed feasible. The General admission charges and schedules shall be submitted by the Board of Governors to the County Manager or his designee for approval.

The MUSEUM shall operate at its expense, except as provided elsewhere in this Agreement, a Planetarium and Museum of Science within the demised premises. The MUSEUM shall operate according to standards generally accepted for similar planetariums and museums of science.

A portion of the building housing the Museum and Planetarium Facilities is utilized by the Historical Association of Southern Florida, Inc. That portion of the herein demised premises known as "Shared Facilities" represents an entryway and hallway for access to the Museum and Historical areas. The MUSEUM shall use this area for its intended purpose concurrently with the said Historical Association until the said Historical Association shall vacate the said premises.

That portion of the demised premises described as roadways and grounds constitutes the area for ingress and egress to the Museum and Historical facilities and to COUNTY's facilities located adjacent to said roadways and grounds, and is also used for parking and general outdoor use. The MUSEUM shall have the non-exclusive right to utilize said roadways and grounds for their intended purposes including the non-exclusive right to use the grounds for the programs and activities of the Museum and Planetarium.

ARTICLE VI
RIGHT TO ASSIGN OR SUBLET OR PERMIT USE OF FACILITIES

The MUSEUM may not assign nor sublet this Agreement. The MUSEUM may permit other organizations and individuals to use the Auditorium for up to one week under reasonable terms and conditions and for reasonable charges. The use of the Auditorium for more than one week by other organizations and individuals must receive prior written approval by the County Manager.

ARTICLE VII
OPERATION OF SHOPS AND FOOD CONCESSIONS

The MUSEUM may operate shops in the Museum and Planetarium Facilities for sale of items of the type and character customarily sold in museums and planetariums. The MUSEUM may operate a snack bar and utilize food vending machines. Such snack bar and vending machines may be operated by MUSEUM employees or by a concessionaire. Any concessionaire and the procedure for selection thereof must be approved by the County Manager and all terms and conditions for the concession operation will be set forth in a proper agreement between the concessionaire and MUSEUM.

ARTICLE VIII
OWNERSHIP OF PERSONAL PROPERTY

Title to all personal property now owned or hereafter acquired by MUSEUM shall remain in MUSEUM even though placed within the demised premises unless MUSEUM shall have appropriate instruments divesting itself of such title. Title to all personal property now owned or hereafter acquired by COUNTY and placed in the demised premises shall remain in COUNTY unless COUNTY by appropriate instrument shall divest itself of such title.

ARTICLE IX
MAINTENANCE OF COLLECTIONS, EXHIBITS, ARTIFACTS AND DISPLAYS

No collections, exhibits, artifacts or property on loan to the MUSEUM shall be placed in the demised premises without prior approval of the Board of Governors of MUSEUM. All such approved loan items shall be properly cared for and maintained by the MUSEUM and shall be insured against such insurable risks and in such amounts as may be mutually agreed upon by the owners of such items and the MUSEUM. The MUSEUM shall maintain an invantory of its personal property, borrowed property and COUNTY property which shall be provided with its annual report to the COUNTY as provided in Article XIV of this Agreement.

ARTICLE X
STRUCTURAL CHANGES AND ALTERATIONS

The MUSEUM shall make no structural changes to the Museum and Planetarium Facilities without the approval of the County Manager. The MUSEUM shall be permitted to relocate exhibits, paint, decorate and perform normal maintenance without approval of COUNTY.

COUNTY shall have the right to make such additions to or modifications of the demised premises as may be reasonably necessary or desirable, provided, however, that such modifications or improvements shall not change the primary use and purpose of the existing demised premises. COUNTY shall exercise this right in such a manner as to create a minimum of interference with the operation of the Planetarium and Museum.

ARTICLE XI
MAINTENANCE

The COUNTY shall physically maintain at its expense the demised facilities including the building roof and structure and all air conditioning, heating, electrical, and plumbing systems and will maintain the grounds and roadways in good order and repair except as hereinafter provided and except for repairs resulting from negligence of the MUSEUM. The MUSEUM shall perform all maintenance of a day to day recurring

nature. The MUSEUM shall be liable for all costs and expenses incidental to the normal operation of the MUSEUM, including but not limited to the operational cost and expense of heating, lighting, air conditioning, janitor service, telephone, water and insurance unless otherwise agreed upon. The MUSEUM shall maintain at its expense the Spitz-space transit planetarium projector, provided, however, that when the maintenance of the projector is no longer deemed feasible to repair, the parties hereto shall consider ways of obtaining a replacement.

ARTICLE XII
INDEMNIFICATION BY MUSEUM

The MUSEUM agrees to indemnify and save harmless the COUNTY from any and all loss, damage, costs and expenses suffered or sustained or for which the COUNTY may be held or become liable by reason of injury to persons or property, or other causes whatsoever, which may arise by reason of the use of said COUNTY lands and property by the MUSEUM under the terms and provisions of this Agreement.

ARTICLE XIII
INSURANCE BY MUSEUM

The MUSEUM shall maintain during the term of this Agreement and any extension thereof the following insurance:

A. Workman's compensation Insurance - as required by Chapter 440, Florida Statutes.

B. Public Liability Insurance - on Comprehensive basis, in amounts not less than $300,000 per occurrence for Bodily Injury, and $50,000 per occurrence for Property Damage.

C. Contractual Liability Insurance - covering all liability arising out of the term of the Contract Documents.

D. Automobile Liability Insurance - covering all owned, non-owned and hired vehicles used in connection with the work, in amounts not less than $100,000 per person and $300,000 per occurrence for Bodily Injury and $50,000 per occurrence for Property Damage.

The Public Liability Insurance coverage as required in paragraph (b) above shall include those classifications, as listed in Standard Liability Insurance Manuals, which are applicable to the operations of the Contractor in the performance of this Contract.

All insurance policies required above shall be issued in companies authorized to do business under the laws of the State of Florida,

with the following qualifications as to management and financial strength:

The Company must be rated no less than "A" as to management, and no less than "Class X" as to strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey.

The MUSEUM shall furnish Certificates of Insurance to the County's Risk Management Division fifteen (15) days prior to effective date of this Agreement.

Said Certificates shall clearly indicate that the MUSEUM has obtained insurance in the type, amount, and classification as required for strict compliance with this Agreement and that no material change or cancellation of insurance shall be effective without thirty (30) days prior written notice to the County.

ARTICLE XIV
MUSEUM BUDGET

The MUSEUM's fiscal year shall commence on October 1st. The MUSEUM's annual budget shall be balanced. By May 1st of each year the MUSEUM shall submit a budget request to the County Manager including but not limited to:

A. A statement of the MUSEUM's goals and objectives for the coming fiscal year.

B. A report by the MUSEUM containing its evaluation of the previous year's operations and programs.

C. Any proposed changes in the operational philosophy of the MUSEUM with particular reference to the proposed budget.

D. Actual revenue and expenses for the first 6 months of the current fiscal year.

E. A twelve month projection of anticipated revenue and expenses for the current fiscal year.

F. The anticipated beginning cash balance for the next fiscal year.

G. Proposed revenue and expenses including capital improvements and equipment for the next fiscal year.

H. An organizational chart and list of officers of the MUSEUM and its Boards.

I. Summary of memberships by classification.

J. Inventory of MUSEUM personal property, borrowed property and COUNTY property.

The budget shall be departmentalized into identifiable fiscal operations of the MUSEUM. It should be prepared in such manner and on such forms as prescribed by COUNTY.

ARTICLE XV
AUDITS

The MUSEUM shall submit to COUNTY, by January 31st of each year, an annual audit prepared by a Certified Public Accountant covering the previous fiscal year. The MUSEUM shall furnish COUNTY with monthly statements of income and expenditures not later than twenty-eight (28) days after the end of each month. COUNTY shall have the right to audit the books and records of the MUSEUM at all times.

ARTICLE XVI
EXHIBIT PROGRAM

The MUSEUM will submit for approval to the COUNTY by May 1st of each year a program for the addition, modification or removal of exhibits for the coming fiscal year. Any major changes to that program must be approved in writing by the COUNTY.

ARTICLE XVII
RELATIONSHIP OF MUSEUM DIRECTOR, PLANETARIUM DIRECTOR AND BUSINESS MANAGER TO MUSEUM AND COUNTY

The COUNTY shall provide a portion of the operating funds to the MUSEUM pursuant to the official COUNTY budget approved by the County Commission. Such assistance may include monies to be applied to the salaries of the Museum Director, Planetarium Director and Business Manager pursuant to the approved budget request. The MUSEUM Board of Governors shall be empowered to appoint and to remove these employees provided such appointment or removal is approved by the County Manager. The Museum Director shall have the same relationship to the County Manager as a department head has to the County Manager under Section 3.04 of the Charter of Metropolitan Dade County, Florida. The Museum Director shall carry out the policies and programs established by the Board of Trustees and pursuant to the directions of the Board of Governors of the MUSEUM and shall be in charge of its day-to-day operations. The Museum Director shall provide information or reports about MUSEUM activities to the County Manager on request. The Planetarium Director shall be in charge of the operation of the Planetarium and shall be in charge of its day-to-day operations. The Business Manager shall be in charge of the MUSEUM books and accounting procedures and will comply with all financial reporting requirements to the

COUNTY as outlined in this agreement and will be supervised by the Museum Director.

Neither the Board of Governors nor any MUSEUM member shall direct or request the appointment or removal of any MUSEUM employee other than the Museum Director and the Planetarium Director. Except for the purposes stated in the MUSEUM Bylaws, the Board of Governors and members of the MUSEUM shall deal with MUSEUM employees solely through the Museum Director and neither the Board nor any member of the MUSEUM shall give orders to any MUSEUM employee either publicly or privately. Any wilful violation of the provisions of this section by a member of the MUSEUM or its Board of Governors shall be grounds for cancellation of this Agreement as provided in Section XXII of this Agreement.

ARTICLE XVIII
CASUALTY DAMAGE

If the premises are either partially or completely destroyed by fire, explosion, the elements, the public enemy, or as the result of war or other casualty, except those caused by MUSEUM or its officers and employees, the same shall be repaired or replaced by the COUNTY at COUNTY's discretion. The County waives its right of subrogation against the MUSEUM for said losses and the MUSEUM waives its right of subrogation against the County for damage to its property.

ARTICLE XIX
NO DISCRIMINATION POLICY

The MUSEUM shall comply with the Board of County Commissioners' established policy concerning no discrimination in employment, in MUSEUM membership or in the use of MUSEUM facilities by the general public.

ARTICLE XX
CONFLICT OF INTEREST AND CODE OF ETHICS

The Conflict of Interest Ordinance, Section 2-11.1 of the Code of Metropolitan Dade County, Florida, shall be applicable to the members of the Board of Governors and the Board of Trustees of the MUSEUM only in the manner and to the extent hereinafter provided. It is declared to be the intent of the Board of County Commissioners as expressed in this subsection, to provide that the Conflict of Interest Ordinance shall not operate to preclude individuals from serving on the Board of Governors or the Board of Trustees on the basis of interests relating to Dade County when such interests do not conflict with the MUSEUM.

Wherever in the Conflict of Interest Ordinance reference is made to DADE COUNTY, that reference shall be deemed and construed to be a reference to the MUSEUM; wherever in the Conflict of Interest Ordinance reference is made to the Board of County Commissioners, that reference shall be deemed and construed to be a reference to the Board of Governors and the Board of Trustees of the MUSEUM.

ARTICLE XXI
NOTICES

It is understood and agreed between COUNTY and MUSEUM that written notice addressed to COUNTY and mailed or delivered to the County Manager, 73 W. Flagler Street, Miami, Florida 33130, shall constitute sufficient notice to the COUNTY, to comply with the terms of the Agreement. Written notices to the MUSEUM shall be sent to 3290 South Miami Avenue, Miami, Florida 33129, and shall constitute sufficient notice.

ARTICLE XXII
CANCELLATION

In the event COUNTY determines that the MUSEUM or its employees are not complying with the provisions of this Agreement, COUNTY shall notify the President of the MUSEUM and the Chairman of the Board of Governors, of such lack of compliance and require correction thereof. MUSEUM will use due diligence to effect the correction required. In no case should lack of compliance extend beyond sixty (60) days after receipt of such notice. Failure to comply shall be grounds for the cancellation of this Agreement at the option of the COUNTY. Upon written notice cancelling this Agreement, MUSEUM agrees to vacate the premises with due diligence.

ARTICLE XXIII
SUCCESSORS

This Agreement shall be binding upon the parties hereto and their successors.

IN WITNESS WHEREOF, the COUNTY and the MUSEUM have caused this Agreement to be executed by their respective proper officers duly authorized thereunto, the day and year first above written.

ATTEST: METROPOLITAN DADE COUNTY

_____ By _____
County Manager

ATTEST: MUSEUM OF SCIENCE, INC.

_____ By _____

EXHIBIT "A"

A portion of Tract 3 of VIZCAYA JAMES DEERING ESTATE, according to the plat thereof, recorded in Plat Book 34 at Page 46, of the Public Records of Dade County, Florida, more particularly described as being; A uniform strip of land 200' in width lying 150' on the South side and 50' on the North side of the following described line: Commence at the S. E. corner of said Tract 3, thence Southwesterly along the most Southerly line of said Tract 3, for a distance of 450 feet to the point of beginning of the hereinafter described line; thence Northwesterly, at right angles to the said most Southerly line for a distance of 912 feet, more or less, to the most Northerly line of said Tract 3.

MUSEUM OF SCIENCE, INC.

MUSEUM OF SCIENCE AND SPACE TRANSIT PLANETARIUM

3280 SOUTH MIAMI AVENUE • MIAMI, FLORIDA 33129 • TELEPHONE: 854-4242

MEMORANDUM FROM ERIK SPEYER - JUNE 23, 1981

This memorandum to the members of the Board is the first of what I hope will be many similar update reports in the near future. Events are moving so rapidly at the Museum of Science that I feel all concerned should be kept informed and offered the choice of comment or dissagreement. This dissemination of information should also allow more time for discussions at the monthly Board meetings.

My first job as Museum Director was to establish an exhibit program. But it became obvious that this would have to be delayed until the building was made not only ready for exhibits, but habitable for the residents and visitors alike. In this I have received the greatest cooperation from all levels of county government, who employ a staff of enthusiastic and supportive personnel.

Since the Historical Museum's air conditioning system was nearly inoperative, and the Museum of Science's unit was operating with an enormous energy and water loss, the repair of the air conditioning become a priority item. I am happy to report that early in July the Historical Museum will no longer have two inefficient units on the roof, but will be tied to our chilled water system which in turn is being augmented by the addition of a larger water cooling tower. This has been made possible by a grant from the County of $75,000. The 85,000 gallons per month water loss through our air conditioning necessitated the emergency closing of the Museum at 5 P.M. This has caused some hardships, especially among our affiliate groups, but now that the water crisis is over, evening meetings can begin again. There will be two days of total shut-down when the tower is being replaced, which will cause additional problems for our summer-program classes. But the contractor, Alltemp, has assured us the greatest speed possible in the change over.

The roof over the area of the Historical Museum's air conditioners will be redone while the units are being replaced, a job that is going to require some tricky scheduling. This is the area that any casual visitor to the Museum can see is collapsing and is generally a soggy disagreable mess.

The next item of importance was not going to be of such high priority, but events did not allow me to put it off. As a matter of fact, I only had one week to initiate the work and get the ball rolling on this one.

RECEIVED '81 JUN 26 AM11 46 COUNTY MANAGER'S OFFICE

A private non-profit institution supported by memberships and tax deductible gifts and donations.

As some of you might already know, the excellent travelling Chevron exhibit on creativity was tentatively scheduled at the Museum for three months in 1982, if the Museum had the available floor space to house the exhibit. After consulting with Chevron executives, it became obvious that the planned changes in the interior floor spaces would have to be accelerated if they were to be done before the arrival of this exhibit. The arrival date is now set for November 4, 1981, and the changes have become critical. The single greatest problem in the Museum as presently designed is the lack of floor space for exhibits, and this essentially, is what will be changed over the next three months. When finished, the total clear floor area will be over 10,000 square feet. This will be brought about by the roofing over of both the so-called hammock and the Mayan Plaza. These areas will have floors on the same level as the Museum. In addition, all interior partition walls will be removed except for the Mini-Theater, the Everglades and Coral Reef dioramas and the room which is presently being used for membership services. This room will be used as a control room to house all remote audio-visual equipment and computers, and will have its own air conditioner on the roof. All the spaces in addition to some remaining walls, will be carpeted. The walls above the carpet will be black, as will the ceiling and all ducting and electrical conduits. The only two areas with acoustical drop ceilings will be the Mini-Theater and the area between the Coral Reef and Everglades dioramas. These will have sound and light animation available at push-button demand. All other exhibits will be removed to either warehouse storage or on extended loan (e.g. the Orchid Exhibit and poisonous plants to Fairchild Gardens). The disposition of these exhibits will be done in July after the next Board meeting, at which time this matter can be discussed.

Many other smaller details have been worked out with the architects and the County, and the job should go out for bids during the week of June 29. If all goes well, work will begin in mid-July and finish by November 1. During the construction period no one will be allowed in the gallery area, so an additional glass door will be added beforehand to either classroom A or B to allow access during the summer classes. Classroom C is accessible through the Historical Museum entrance. Offices will be entered through the educational office. None of this work will affect the operation of the Planetarium.

Two additional contracts will be let to be completed before November 1: that of a new KVA transformer (to replace one hit by lightning in 1980) and one covering complete renovation of all restrooms in the building. Finally, all the planting that are in front of the building will be

removed and the area re-landscaped for the sake of the safety of our visitors, since the front lights can then again be turned on to light the parking area.

In early June two members of the Board and myself visited some outstanding science museums in the U.S. and Canada and found that the exhibits as designed and built by the Ontario Science Center in Toronto precisely fit what we wished to see in the Museum of Science. These exhibits which we will list at the next board meeting, had been so carefully researched, so successfully involved the visitor, and were so rewarding in the learning experience that there was no comparison with the other museums we saw.

Except one. The Discovery Place in Charlotte, North Carolina has, by coincidence, embarked on an exhibit program based on the Toronto museum designs and covering the same exhibits we had wished to see in Miami. A great deal of time and money can be saved by contracting with the Discovery Place to build another copy of our exhibits as they build theirs. We have now entered into negotiations with the Discovery Place and it appears that a sizable portion of these exhibits can be made available the day the Chevron exhibit moves out. This means that the entrance fee we begin charging in November can continue uninterrupted.

A careful plan of all exhibits, including their placement in a large scale model (now under construction) a a detailed description of these exhibits will be made available to Board members.

I have asked the Guild to consider moving the gift shop to the room now occupied by the snack bar to provide our visitors with a larger and therefore better stocked and more exciting gift shop. To this end the Guild is negotiating with a professional gift shop manager to operate the store with the help of the Guild members.

There has been so much to do in the eight weeks I have been the Director that I have not had a change to communicate with all those interested in the Museum of Science and its future. Let me assure you that you will be kept abreast from now on. It appears that the first phase of our plan can be finished in less that a year. Then we shall begin our second phase.

ERIK SPEYER

ERIK SPEYER
DIRECTOR
MUSEUM OF SCIENCE, INC.

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

I, HARVEY RUVIN, Clerk of the Circuit and County Courts, in and for Miami-Dade County, Florida, and Ex-Officio Clerk of the Board of County Commissioners of said county, **DO HEREBY CERTIFY** that the above and foregoing is a true and correct copy of Resolution R-1176-81, adopted by the Board of County Commissioners, at its meeting of July 21, 1981, as appears of record.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 1st day of December, A.D., 2006.

HARVEY RUVIN, Clerk
Board of County Commissioners
Miami-Dade County, Florida

By: _____
Deputy Clerk