



Miami-Dade Board of County Commissioners  
Office of the Commission Auditor

**Parks and Cultural Affairs Committee (PCAC) Meeting**

January 16, 2019  
11:30 A.M.  
Commission Chambers

Thomas B. Davis, Esq.  
Director, Policy and Legislation  
Office of the Commission Auditor (OCA)  
111 N.W. First Street, Suite 1030  
Miami, FL 33128  
(305) 375-2524

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Research Notes**

**Item No. 3A  
File No. 183001**

**Researcher: LE Reviewer: TD**

RESOLUTION AUTHORIZING THE FUNDING OF 30 GRANTS FOR A TOTAL OF \$170,000.00 FROM THE DEPARTMENT OF CULTURAL AFFAIRS FISCAL YEAR 2018-2019 COMMUNITY GRANTS PROGRAM – SECOND QUARTER FOR VARIOUS ENTITIES; WAIVING RESOLUTION NO. R-130-06; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXECUTE GRANT AGREEMENTS AND TO EXERCISE ALL PROVISIONS, INCLUDING THE CANCELLATION PROVISIONS, CONTAINED THEREIN

**ISSUE/REQUESTED ACTION**

Whether the Board should authorize the funding of 30 grants for a total of \$170,000 from the Department of Cultural Affairs Fiscal Year 2018-2019 Community Grants Program – Second Quarter; and waive Resolution No. R-130-06.

**APPLICABLE LEGISLATION/POLICY**

**Resolution No. R-130-06**, adopted January 24, 2006, clarifies that proposed agenda items seeking approval of a contract or conveyance and authority to execute, require contracts or conveyances with non-governmental entities to be completely negotiated in final form, signed, and executed by all non-County parties in order to be placed on any committee or commission agenda.

<http://intra/gia/matter.asp?matter=060239&file=false&yearFolder=Y2006>

**PROCEDURAL HISTORY**

**Prime Sponsor: None**

**Requester/Department: Department of Cultural Affairs**

The proposed resolution has no procedural history.

**ANALYSIS**

The proposed resolution seeks to authorize grant funding of up to \$170,000 for 30 grants for the Fiscal Year 2018-2019 Second Quarter of the Department of Cultural Affairs Community Grants Program. The agenda item is also requesting to waive Resolution No. R-130-06, which requires contracts with non-governmental entities to be signed by all parties before being placed on any agenda. Resolution No. R-130-06 is being requested to be waived to expedite the funding allocation for time sensitive community events occurring in the County.

The fiscal impact of the proposed resolution is countywide. The funding for the Community Grants Program is sourced from Department of Cultural Affairs’ approved departmental revenues. In FY 2018-2019, a total of \$650,000 was allocated for the FY 2018-19 Community Grants (CG) with a remaining balance of \$300,000 to be used in the subsequent quarters of the program from Fund SO 125, Subfund 127.

The table below shows the recommended award amounts to each organization/project, district location(s) for project activity, and their Sunbiz registration and classification for the 2<sup>nd</sup> Quarter:

<b><u>Organization</u></b>	<b><u>District Location(s) for Project Activity</u></b>	<b><u>FY 2018-2019 Community Grants Program Recommendation</u></b>	<b><u>Sunbiz Registration Status</u></b>
1. 4Ward Miami, Inc.	5	\$5,198	Active

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2. After School Film Institute, Inc.	8	\$5,198	Active
3. Baba Collective, Inc.	3	\$5,198	Active
4. Brazilian Voices, Inc.	3	\$3,396	Active
5. Center for the Advancement of Jewish Education, Inc.	3, 4, 5, 6, 7	\$10,394	Active
6. Children's Hope Chest of Dreams, Inc.	3	\$5, 198	Active
7. Dr. Martin Luther King Jr., Parade and Festivities Committee, Inc.	2, 3	\$10,394	Active
8. Evolutionary Arts Life Foundation, Inc.	1	\$5,198	Active
9. Florida International University Board of Trustees, for the benefit of the Miami Beach Urban Studios	5	\$4,505	N/A
10. Florida Shakespeare Theater, Inc.	6, 7	\$5,198	Active
11. Global Arts Project, Inc	5	\$5,198	Active
12. Global Stem Academy, Inc.	2, 3	\$5,198	Active
13. Gray Area Collective	3	\$4,505	Active
14. IlluminArts, Inc.	5	\$5,198	Active
15. Kaleidoscope MusArt, Inc.	6, 7	\$5,198	Active
16. Miami Beach Arts Trust, Inc.	5	\$5,198	Active
17. Miami Dance Futures, Inc.	3	\$5,198	Active
18. Miami International Ballet Competition, Inc.	4	\$5,198	Active

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19. Miami International Jazz Fest, Inc.	5	\$5,198	Active
20. Miami International Science Fiction Film Festival, Inc.	5	\$5,198	Active
21. Miami Shores Village	3	\$5,198	N/A
22. Nigerian American Foundation, Inc.	3	\$5,198	Active
23. Power Access, Inc.	5	\$5,198	Active
24. Rotary Foundation of South Miami, Inc.	7	\$10,394	Active
25. Shakespeare Troupe, Inc.	3, 5, 6, 7	\$5,198	Active
26. St. Patrick's Day Committee, Inc.	7	\$5,128	Active
27. The Dance Now! Ensemble, Inc. a/f/a Miami Dance Hub, Inc.	3	\$5,198	Active
28. Tradisyon Lakou Lakay, Inc.	3	\$5,198	Active
29. United Jewish Generations, Inc.	4	\$5,198	Active
30. Village of Pinecrest	7	\$6,928	N/A
<b>Total Recommendation Amount: \$170,000</b>			

The organizations/projects receiving funding are located in Districts 1, 2, 3, 4, 5, 6, 7, and 8. The Community Grants Program provides funding to a diverse range of organizations and projects aimed to promote cultural significance in Miami. The projects listed above showcase a representative assortment of activities in varying locations across Miami-Dade County.

The Community Grants Panel and Cultural Affairs Council selected projects that represented a range of activities and demographic locations. Organizations may develop small and large-scale community-based projects, programs, events, and publications. The Community Grants Program focuses on the needs of 1) indigenous and cultural neighborhood activities and projects encouraging the preservation of heritage, traditions, and culture; and 2) social service organizations and cultural groups developing collaborative intervention projects. Other eligibility criteria includes being evaluated by the Community Grants panel based on the following: 1) quality of program; 2) administrative capability; 3) marketing strategy; 4) fundraising efforts; and 5) geographic location of event.

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The grant recommendations are submitted to the Board for expedited approval because of their thorough evaluation with the Council and would save one to two months in providing funding support, particularly to events that are time sensitive.

**ADDITIONAL INFORMATION**

The Department of Cultural Affairs Community Grants Program is responsive on a quarterly basis to not-for-profit organizations developing small and large-scale community-based cultural programs, projects, publications, and events. One-time cultural events/artistic projects receive a maximum request of \$7,500 while major and annually recurring projects with a two-year minimum track record drawing 1,000 people or more per day to the event may receive \$10,000-\$15,000.

<https://www.miamidadearts.org/community-grants-cg-program>

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**Item No. 3B  
File No. 183000**

**Researcher: IL Reviewer: TD**

RESOLUTION APPROVING POLICY WITH RESPECT TO DISTRIBUTION OF TICKETS FOR MIAMI MARLINS BASEBALL GAMES FOR THE 2019 BASEBALL SEASON AND FUTURE SEASONS AND AUTHORIZING COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXERCISE ALL RIGHTS CONFERRED THEREIN

**ISSUE/REQUESTED ACTION**

Whether the Board should approve a policy to receive and distribute tickets for the 2019 Miami Marlins baseball season.

**APPLICABLE LEGISLATION/POLICY**

**Resolution No. R-318-09**, adopted by the Board on March 23, 2009, approved agreements for the development and construction of the Marlins Ballpark, including a stipulation whereby the Marlins Stadium Operator LLC will provide complimentary baseball tickets to the County for public or charity use.

<http://intra/gia/matter.asp?matter=091009&file=false&yearFolder=Y2009>

**Resolution No. R-24-13**, adopted by the Board on January 23, 2013, approving policy with respect to distribution of complimentary tickets for 2013 Miami Marlins Baseball Season, and any other events and/or facilities in 2013 and future years;.

<http://intra/gia/matter.asp?matter=130052&file=true&yearFolder=Y2013>

**PROCEDURAL HISTORY**

**Prime Sponsor: Commissioner Eileen Higgins, District 5**

**Department/Requester: Parks, Recreation and Open Spaces Department**

There is no procedural history on this item at this time

**FISCAL IMPACT**

There is no fiscal impact since the Miami Marlins tickets provide are complimentary to the County.

**ANALYSIS**

The purpose of this proposed item is to seek the Board's approval regarding the ticket distribution agreement for the 2019 the Miami Marlins baseball season with the Marlins Stadium Operator, LLC.

This item would fall within the parameters set out in the "Guidelines and Recommendations Regarding 'Public Benefits Clauses in Certain Government Contracts' report" that was approved on March 1, 2012 by the Miami Dade Commission on Ethics and Public Trust. The purpose of this report stemmed from an investigation involving a grant dispute between the City of Miami Beach and the New World Symphony (NWS).

The initial complaint was brought by a former Miami Beach Mayor and also a Member of the Board of Trustees at the NWS. The allegation was that City of Miami Beach was refusing to pay the NWS funds due under a Grant-in-Aid Agreement unless the NWS provided complimentary tickets. Although the investigation did not determine any violation of criminal laws, it did expose flaws in policies, which have resulted in unwarranted and inappropriate benefits for elected and appointed officials. It was recommended that elected officials be entirely removed from the process involving distribution of complimentary tickets. It was also recommended that all local government entities that have contractual relationships wherein the municipality receives "public benefits" should adopt a policy or procedure that

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insulates elected and appointed officials from involvement in the distribution process of the benefits, and limits their receipts of complimentary tickets to occasions when there is public purpose served by their attendance.

The Addendum that followed in March 29, 2012, specifically clarified what was considered a “Public Purpose and Public Benefits”.

Below is a list of allowable individuals that can be hosted for Public Purpose and other permissible uses of Public Benefits:

**Business leader** to promote economic development.

**Community leaders** that provide service to an organization.

**Public leaders** from the state or federal government entity or other countries.

**Youth groups or students** who have been recipients of an awards.

**Elderly, disabled, and low income residents** within the County.

**Employees being recognized** for job related achievement.

**Employee performing a certain function** at the event such as, giving a speech, ribbon cutting ceremony, introducing organizers, participants or dignitaries and to receive an award or another special recognition.

The Marlins Park was built in 2012 and is a baseball park located in Miami, Florida and current home to the Miami Marlins, the city’s Major League baseball team. The season will begin on March 29, 2018 and last till September 30, 2018. Under Resolution No. R-318-09, the County and the Marlins Stadium Operator, LLC agreed on the amount of complimentary tickets that would be given to the County every year. In 2018, the Board approved the County to receive 16 tickets for each home game, 8 tickets for the first home game, and 16 tickets for one exhibition game, totaling 664 tickets a year. The same amount of complimentary tickets would be provided this year if the Board approves the proposed Resolution.

<http://intra/gia/legistarfiles/Matters/Y2016/162705.pdf>

<https://www.mlb.com/marlins/schedule/2018-03>

It is recommended that the 2019 complementary tickets provided to the County by the Miami Marlins be distributed through a random lottery process similar to the one used in 2017 and include the Mayor and Commissioners that choose to participate. The Commissioners and Mayor should also advise the Clerk of the Board in writing as to his/her participation in the lottery and the organizations/departments to which they want tickets distributed. The Clerk of the Board will then distribute the tickets.

**ADDITIONAL INFORMATION**

The Marlins Stadium Operator LLC, is a Foreign Limited Liability business incorporated in Florida on January 22, 2009. The corporation is currently listed as active on Sunbiz.org.

<http://www.companies-florida.com/marlins-stadium-operator-llc-1wp5k/>

<https://goo.gl/G65ddN>



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**Item No. 3C**

**File No. 182726**

**Researcher: MF Reviewer: TD**

RESOLUTION WAIVING COMPETITIVE BIDDING BY A TWO-THIRDS VOTE OF THE BOARD MEMBERS PRESENT IN ACCORDANCE WITH SECTION 5.03(D) OF THE HOME RULE CHARTER AND SECTION 2-8.1 OF THE CODE OF MIAMI-DADE COUNTY TO SELECT THE BOYS AND GIRLS CLUBS OF MIAMI-DADE, INC. (CLUB) AS THE ENTITY RESPONSIBLE FOR THE DEVELOPMENT OF PARK IMPROVEMENTS AT MIAMI SHORES OPTIMIST PARK, LOCATED AT 10915 NORTHWEST 14TH AVENUE IN MIAMI, AND AS THE PARK'S MANAGER; APPROVING IN SUBSTANTIALLY THE FORM ATTACHED TO THE ACCOMPANYING MEMORANDUM THE DEVELOPMENT AGREEMENT WITH AN ESTIMATED FISCAL IMPACT OF \$500,000.00 IN PARK IMPROVEMENTS PAID FOR BY THE CLUB AND THE MANAGEMENT AGREEMENT WITH AN ESTIMATED FISCAL IMPACT OF \$324,767.39 IN TOTAL ADMINISTRATIVE OVERSIGHT PAYMENTS TO THE COUNTY PAID FOR BY THE CLUB; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE DEVELOPMENT AND MANAGEMENT AGREEMENTS FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ALL RIGHTS AND PROVISIONS CONTAINED THEREIN

**ISSUE/REQUESTED ACTION**

Whether the Board should waive competitive bid procedures to select the Boys and Girls Clubs of Miami-Dade Inc. as the entity responsible for the development of park improvements at Miami Shores Optimist Park, located at 10915 Northwest 14<sup>th</sup> Avenue in Miami, and as the Park's Manager.

Whether the Board should approve the accompanying Development Agreement with an estimated fiscal impact of \$500,000.00 in park improvements paid for by the Club and the Management Agreement with an estimated fiscal impact of \$324,767.39 in total administrative oversight payments to the County paid for by the Club.

**APPLICABLE LEGISLATION/POLICY**

**Section 2-8.1 of the Miami-Dade County Code** requires formal sealed bids for purchases over \$250,000; describes the circumstances under which competitive bidding may be waived; establishes requirements for legacy purchases, designated purchases, and provides that procurement procedures shall be established via an Implementing Order.

[https://library.municode.com/fl/miami-dade-county/codes/code-of-ordinances?nodeId=PTIIICOR\\_CH2AD\\_ARTIINGE\\_S2-8.1COPUGE](https://library.municode.com/fl/miami-dade-county/codes/code-of-ordinances?nodeId=PTIIICOR_CH2AD_ARTIINGE_S2-8.1COPUGE)

**Section 5.03 (D) of the Home Rule Charter** provides that contracts for public improvements and purchases of supplies, materials, and services other than professional shall be made whenever practicable on the basis of specifications and competitive bids.

<http://www.miamidade.gov/chapter/library/chapter.pdf>

**Resolution No. R-976-85**, adopted by the Board on July 16, 1985, authorized the execution of a Lease Agreement with the Optimist Club of Miami Shores for the premises known as Miami Shores Optimist Club Park to be used for park and recreational purposes.

(The resolution is not in Legistar. Please find a copy attached.)

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**PROCEDURAL HISTORY**

**Prime Sponsor: Commissioner Jean Monestime, District 2**

**Department/Requester: Parks, Recreation and Open Spaces**

The proposed Resolution was considered at the Parks and Cultural Affairs Committee meeting of November 19, 2018.

Commissioner Monestime, as Prime Sponsor made a motion to defer the proposed resolution until the next Committee meeting.

Assistant County Attorney Miguel Gonzalez advised that the item would be deferred until the PCAC meeting of December 12<sup>th</sup>, 2018.

The PCAC December meeting was cancelled.

**ANALYSIS**

Miami-Dade County owns, and through its Parks, Recreation and Open Spaces Department, operates the Miami Shores Optimist Park located at 10915 Northwest 14<sup>th</sup> Avenue for the recreation and educational enjoyment of youth.

Resolution No. R-976-85 authorized the execution of a Lease Agreement with the Optimist Club of Miami Shores for the premises known as Miami Shores Optimist Club Park to be used for park and recreational purposes.

On September 16, 2003, the lease was assigned to the Boys and Girls Club of Miami-Dade County, Inc., a non-profit Florida corporation that has been serving youth in the community since 1940 in furtherance of its mission.

The Boys and Club maintains five locations throughout Miami-Dade County serving 10,000 boys and girls throughout the year, through its programming in the areas of character and leadership development, educational enhancement, career preparation, health and life skills, cultural arts and sports, and fitness and recreation. One of the Boys and Girls Club's five facilities is adjacent to Miami Shores Optimist Park and offers activities including baseball, basketball, dance, cheerleading, tennis and football.

The Boys and Girls Club has programmed, operated and maintained the facility since 2003; however, the lease expired in July of 2015. The proposed resolution requests the Board to waive competitive bid procedures to select the Boys and Girls Clubs of Miami-Dade Inc. as the entity responsible for the development of park improvements at Miami Shores Optimist Park, located at 10915 Northwest 14<sup>th</sup> Avenue in Miami, and as the Park's Manager.

The proposed resolution also seeks the Board's approval of the accompanying Development Agreement with an estimated fiscal impact of \$500,000.00 in park improvements paid for by the Club and the Management Agreement with an estimated fiscal impact of \$324,767.39 in total administrative oversight payments to the County paid for by the Club.

The Boys and Girls Club will substantially invest in the improvement of the Park and its adjacent facilities so as to ensure that the children of the community it services continue to receive the highest level of recreational and developmental opportunities. The Club has offered to, at its own cost, improve and develop additional facilities at the Park. It has committed to develop a parking lot, two multi-purpose fields, a tot lot, and a walking path. In addition, it will continue to operate and maintain the Park as a public park facility, open to all members of the public.

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According to the Fiscal Impact Statement, the annual management and administrative oversight fee of \$324,767.39 included in the agreement will result in a positive fiscal impact to the County. There will be no fiscal impact to the County in the construction and operation of the park improvements, as the Club will pay all of the costs associated with the design, development, permitting, construction and operation of the improvements. The Boys and Girls Club agrees that it will spend at least \$500,000 on the total development cost of the improvements.

**ADDITIONAL INFORMATION**

The mission of the Boys and Club of Miami-Dade County, Inc., is to enable all young people, especially those most in need, to reach their full potential as productive, caring, and responsible citizens.

<https://bgcmia.org/>

RESOLUTION NO. 101-45452  
R-976-85

RESOLUTION AUTHORIZING EXECUTION OF LEASE AGREEMENT WITH THE OPTIMIST CLUB OF MIAMI SHORES FOR THE PREMISES KNOWN AS MIAMI SHORES OPTIMIST CLUB PARK TO BE USED FOR PARK AND RECREATIONAL PURPOSES; AND AUTHORIZING THE COUNTY MANAGER TO EXERCISE CANCELLATION PROVISIONS CONTAINED HEREIN

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 Lease Agreement between Dade County and the Optimist Club of Miami Shores for the premises known as Miami Shores Optimist Club Park to be used for park and recreational purposes, in substantially the form attached hereto and made a part hereof; and authorizes the County Manager to execute same for and on behalf of Dade County and to exercise the cancellation provisions contained herein.

The foregoing resolution was offered by Commissioner

Sherman S. Winn , who moved its adoption. The motion was seconded by Commissioner Jorge E. Valdes and upon being put to a vote, the vote was as follows:

Barbara M. Carey	Aye
Clara Oesterle	Aye
Beverly B. Phillips	Absent
James F. Redford, Jr.	Aye
Harvey Ruvin	Absent
Barry D. Schreiber	Aye
Jorge E. Valdes	Aye
Sherman S. Winn	Aye
Stephen P. Clark	Absent

The Mayor thereupon declared the resolution duly passed and adopted this 16th day of July, 1985.

DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

RICHARD P. BRINKER, CLERK

Approved by County Attorney as may to form and legal sufficiency. BY: RAYMOND REED

Deputy Clerk





## MEMORANDUM

107.07-17A

Agenda Item No. 5(e)(20)

TO Honorable Mayor and Members  
Board of County Commissioners

DATE July 16, 1985

FROM M.R. Stierheim  
County Manager

SUBJECT Lease Agreement Between Dade  
County & The Optimist Club of  
Miami Shores, Inc., for 10  
Acres for Park & Recreation  
Purposes  
Property #2135-02-00

## RECOMMENDATION:

The following Lease has been reviewed by General Services Administration and is recommended for approval:

USING AGENCY: The Optimist Club of Miami Shores, Inc., a Florida Corporation not for profit.

USE: For park and recreational purposes.

PROPERTY: Approximately 10 + acres of improved land at the Miami Shores Optimist Club located at N.W. 14 Street and N.W. 109-110 Avenue.

OWNER: DADE COUNTY

TERMS: A total of \$30.00/30 years, payable on the commencement date of Lease. Reviewed by Cultural and Recreation Committee and recommended to be presented to the Board of County Commissioners.

1. The area must be used for park and recreation purposes.
2. Development of the site should be in substantial accord to the approved master plan.
3. All facilities and activities on the site must be available for use to all residents of the area regardless of whether they are members of the Optimist Club or Boys Club.

EFFECTIVE DATES: Upon approval by the County Commission and ending thirty (30) years hence.

RENEWAL OPTION: None.

CANCELLATION PROVISION: Either party shall have the right to cancel this Agreement at any time by giving the other party at least ninety (90) days written notice. The Lease may be cancelled after a period of ninety (90) days of abandonment, default or violation.

FORMER LEASE: On April 16, 1975, Resolution No. R-373-75 approved a Lease Agreement with the Optimist Club of Miami Shores, Inc., a Florida Corporation, not for profit, for a five (5) year period, with one (1), five (5) year renewal period, without payment of rents. The Optimist Club has continued to develop, operate and maintain this site since 1952.

LEASE AGREEMENT

THIS LEASE AGREEMENT, made on the \_\_\_\_ day of \_\_\_\_\_, 1985, by and between DADE COUNTY, a political subdivision of the State of Florida, hereinafter called the "COUNTY", and THE OPTIMIST CLUB OF MIAMI SHORES, INC., a Florida Corporation not for profit hereinafter called the "TENANT".

WITNESSETH:

WHEREAS, DADE COUNTY, is the owner of certain property in Dade County, Florida, located in Section 35, Township 52 South, Range 41 East, Dade County, Florida, hereinafter more particularly described in Exhibit "A", attached hereto and made a part hereof; and

WHEREAS, Dade County has leased this property to the Optimist Club of Miami Shores/<sup>Inc.</sup> for use as a public playground since 1952; and

<sup>Inc.</sup>  
WHEREAS, the Optimist Club of Miami Shores/<sup>Inc.</sup> has made considerable improvements to the property and operated programs thereon; and

WHEREAS, Dade County, by and through its Board of County Commissioners, has authorized the leasing of said County lands for the purposes herein set forth, in accordance with the provisions of Resolution No. \_\_\_\_\_, duly adopted on \_\_\_\_\_, 19\_\_\_\_.

NOW, THEREFORE, in consideration of the premises, and the covenants, conditions, limitations and agreements herein contained, parties hereto agree as follows:

ARTICLE I  
TERM

The County hereby leases and lets unto the Tenant and the Tenant hereby leases from the County the land described on Exhibit "A".

TO HAVE AND TO HOLD FOR A term of 30 years commencing \_\_\_\_\_, 1985, and ending \_\_\_\_\_, 2015, at a rental of Thirty (\$30.00) dollars payable on the commencement of this lease, subject, however, to the conditions, covenants and agreements on the part of the Tenant, to be kept, observed and performed.

101-55751

ARTICLE II  
USE

The said lands shall be utilized only as follows:

- 1) The area must be used for park and recreation purposes;
- 2) Development of the site should be in substantial accord to the approved Master Plan;
- 3) All facilities and activities on the site must be available for use to all residents of the area regardless of whether they are members of the Optimist Club or Boys Club;

and purposes incidental thereto, and for no other purposes.

ARTICLE III  
IMPROVEMENTS

The Tenant 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 the purposes for which this lease 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 State and County ordinances and regulations, and provided further that the Tenant 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 Tenant 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 Tenant only shall be relied upon for payment of the cost of such improvements.

Any contract that Tenant 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 Board of County Commissioners as the insured, as their interest may appear.



**ARTICLE IV**  
**MAINTENANCE**

The Tenant shall keep and maintain the demised premises and all facilities and equipment located thereon in a state of good repair and clean condition at all times in accordance to standards specified by Article XIII contained herein. The Tenant shall supervise, control and maintain the demised premises and all facilities and equipment located thereon at all times during which the demised premises are open and available to the public. No recreational facilities or equipment shall be unattended or without supervision at any time; provided, however, that this provision shall not be construed to mean that the Tenant may not promulgate and enforce reasonable rules and regulations governing the use of said facilities by the public, and establish reasonable hours for use thereof. However, the Tenant shall be responsible for proper and adequate supervision and control of the use of said facilities by the public at all times, and for the protection, preservation and maintenance of all equipment, improvements and facilities. The Tenant shall comply with all requirements of the County governing parks and public property and shall dispose of all garbage and waste in accordance with such rules and regulations as shall be promulgated by the County. The Tenant shall neither commit nor permit any violation of the laws, rules and regulations of the County, State, or Federal Government upon the demised premises.

**ARTICLE V**  
**INDEMNIFICATION AND HOLD HARMLESS**

The Tenant does hereby agree to indemnify, defend and to save harmless the County from any and all claims of any nature whatsoever including but not limited to, liability, losses and causes of action which may arise out of the use of the demised property under the terms of this Lease Agreement. The Tenant shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the County, when applicable, and shall pay all costs and judgments which may issue thereon.

**ARTICLE VI**  
**INSURANCE**

The Tenant shall maintain during the terms of the Agreement the following insurance:

- A. Workers' Compensation Insurance 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 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 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 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.

These policies shall be issued in companies authorized to do business under the laws of the State of Florida, such companies to be acceptable to the Manager, Insurance and Safety Division, Dade County, Florida.

The Companies must be rated no less than "A" as to management, and no less "AAA" as to strength, by the latest edition of Best's Insurance Guide, published by Alfred M. Best Company, Inc., 75 Fulton Street, New York, New York.

The Tenant shall furnish Certificates of Insurance to the County subject to the approval of the Manager, Insurance & Safety Division, and thereafter 60 days prior to the expiration date of the policies, which certificates shall clearly indicate that the Tenant 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 notice to the County.

Compliance with the foregoing requirements shall not relieve the Tenant 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 Tenant 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 Tenant.

However, no default is to be charged against the Tenant by reason of inaction of the County in approving the insurance policies offered by the Tenant. At no time is the property to be without insurance coverage.

ARTICLE VII  
NO LIABILITY FOR PERSONAL PROPERTY

All personal property placed or moved on to the premises above described shall be at the risk of Tenant of the owner thereof and County shall not be liable to Tenant for any damages to said personal property unless caused by or due to gross negligence of County or its agents, servants, or employees.

ARTICLE VIII  
SIGNS

Any exterior signs will be of the design and form of letter to be first approved by the Director, Dade County Department of Park & Recreation, the costs thereof to be borne by the Tenant.

ARTICLE IX  
ASSIGNMENT

This lease shall not be assigned nor shall the demised premises or any part thereof, be sublet nor shall the Tenant grant any licenses or sublease in respect to any of the improvements or facilities maintained, operated or located upon the demised premises, without prior written consent of the County Manager or by action by the Board of County Commissioners, except that the Tenant is hereby given the right to sublease the demised premises or any part thereof to the BOYS CLUBS OF MIAMI, INC., a United Fund supported organization.

It is understood and agreed by the Tenant that the said sublease shall be in writing and shall not constitute a waiver of the primary liability of the Tenant for the performance of the terms and provisions of this lease.

It is further understood and agreed that the sublease shall not become effective and valid until it has been approved in writing by the Director, Park and Recreation Department.

ARTICLE X  
DEFAULT

If the Tenant defaults in any of the Tenant's undertakings in this lease or fails to perform, abide by or comply with any of the conditions, covenants, provisions or agreements herein set forth, or if the Tenant abandons the demised premises for a continuous period of 90 days then and in any such event, the County at its election, may terminate this lease and declare it cancelled by appropriate Resolution.

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ARTICLE XI  
NOTICES

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 of other purpose, the Department and Licensee will be addressed at:

To the County:	County Manager Dade County Courthouse 44 West Flagler Street Miami, Florida 33130
To the Department:	Director Park and Recreation Department 50 S.W. 32nd Road Miami, Florida 33129
To the Tenant:	Optimist Club of Miami Shores, Inc. c/o Mr. William Yates Yates and Fann 9999 N.E. 2nd Avenue, Suite 301 Miami Shores, Florida 33138

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

The Tenant shall designate, for emergency purposes, a representative to insure that the terms of this lease are followed. The name, address and telephone number of said designee shall be provided to Park and Recreation.

ARTICLE XII  
ABANDONMENT AND CANCELLATION

Either party shall have the right to cancel this Agreement at any time by giving the other party at least ninety (90) days written notice prior to its termination.

In the event that the use, occupancy, or operation of the demised premises is abandoned or discontinued for a period of ninety (90) days or, in the event this Lease Agreement is cancelled by the Tenant or by virtue of default on the part of the Tenant, and upon the expiration of the term of this lease, the title to all permanent improvements made or constructed upon the demised premises, during the term of this lease shall become vested in the County, without payment or compensation. However, if the County shall be required to cancel this Lease Agreement in the public interest, and acquire the use and occupancy of the demised premises for a County purpose, then the County may cancel this Lease Agreement at any time during the term thereof upon ninety (90) days

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written notice to the Tenant. Then and in such event, the County shall pay to the Tenant the fair and reasonable market value as of the date of such cancellation for all permanent improvements constructed upon the demised premises by the Tenant during the term of this lease and the said value shall be determined in the following manner:

The value of the permanent improvements or structures as determined by two competent appraisers, one who shall be selected and paid by the Tenant and one who shall be selected and paid by the County and both of whom shall be members of the American Institute of Real Estate Appraisers, shall be paid by the County to the Tenant as liquidated damages. If the difference in the valuations of the two appraisers is ten percent (10%) or less the value of the aforesaid improvements shall be the average of the two valuations. If there is a difference of over ten percent (10%) in the valuations fixed by the appraisers, the two appraisers shall select a third appraiser, who shall be a member of the American Institute of Real Estate Appraisers, and whose fee shall be paid jointly by the County and the Tenant as to improvements made by the Tenant. It is understood and agreed that the third appraiser's determination as to fair and reasonable market value shall be binding upon all the parties.

In the event of termination or cancellation of this Agreement as herein provided, the Tenant shall forthwith remove all its property, failing in which the Department shall have the right to store or provide for storage of the Tenant's property at the Tenant's expense or to dispose of such property in accordance with the law.

If the Tenant shall commit a default as defined below, the County may cancel this Agreement and remove the property and effects of the Tenant without being liable to prosecution, damage from any cause whatsoever by reason of removal, and the Tenant 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.

The occurrence of any of the following events shall constitute a default by the Tenant and this Lease shall automatically terminate: abandons the premises or discontinuation of operation for a period of ninety (90) days without giving the notice of cancellation as specified above; filing of insolvency plan or arrangement; reorganization or bankruptcy petitions; adjudication as bankrupt; and making of a general assignment for

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the benefit of creditor; failure to maintain non-profit status under provisions of Chapter 617, Florida Statute; any final judicial determination that litigation instituted by the Tenant against the County was groundless; or fails or refuses to comply with the requirements of this Agreement.

**ARTICLE XIII**  
**INSPECTION BY THE COUNTY**

The County, or any of its agents shall have the right to enter the said demised premises during all reasonable working hours to examine the same, periodically, during the term of this lease.

The Tenant shall maintain the demised premises as determined by the County in accordance with the standards set forth in the documents known as "Performance Evaluation Form on Operating Procedures" (Exhibit "B"). The Tenant shall have the "correction periods" as specified in said "Performance Evaluation Form" to obtain a satisfactory rating. If the Tenant fails to obtain a satisfactory rating within such specified periods, the County may terminate the Agreement. The rating determined under this evaluation will serve as cause for terminating this Lease, and will be used as the basis for granting a right of preference to continue or terminate the Agreement. However, notwithstanding the above, the County reserves the right to initiate termination proceedings or to make a determination of unsatisfactory performance for any operation at any time when circumstances warrant, regardless of the status of the evaluation.

**ARTICLE XIV**  
**NON-DISCRIMINATION**

The Board of County Commissioners declared and established as a matter of policy by Resolution No. 9601, dated March 24, 1964, that there shall be no discrimination based on 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 Tenant agrees to conform to this policy in its use of the demised premises.

**ARTICLE XV**  
**UTILITIES**

The Tenant will at its own expense be responsible for payment of all water, electric, gas or other utility charges, licenses, taxes and necessary building and other permits or other operating expenses during the term of this Lease Agreement.

ARTICLE XVI  
ANNUAL REPORT

The Tenant shall make a written report to the Department annually concerning the developments, program activities, and accomplishments on the premises, made by the Tenant. This report shall document the purpose, objectives, insurance, donations, long and short range improvement programs, fund raising projects and budget summary; including revenues, disbursements, cash flow, debt and contributions. The report is due by April 1st of each year.

ARTICLE XVII  
SPECIAL ASSESSMENTS OR TAXES

Charges, if any levied against the demised land by any Special Assessment, Taxing District or Property Tax shall be paid by the Tenant during each year of its occupancy.

ARTICLE XVIII  
ADDITIONAL PROVISIONS

As part of the consideration for this lease, the Tenant covenants and agrees that appropriate civic clubs, community organizations, non-profit corporations, and other qualified and private clubs shall be entitled to the use of said demised lands and all improvements, providing they do not conflict with ordinary use or scheduled activities, subject to reasonable rules and regulations promulgated by the Tenant. The Tenant is not authorized to set rates in a manner so as to be discriminatory; but taking into consideration, without limitation, the costs of staff, utilities, custodial services, and normal maintenance, may establish reasonable rental charges for use of constructed improvements only, within the following categories: (a) use by profit-making organizations; (b) non-profit-making organizations engaged in youth group activities; and (c) other non-profit-making organizations.

The Tenant may sell food and beverages inside constructed improvements only.

That the failure of the County in any one or more instances to insist upon strict performance of any of the covenants of this Lease or to make an election to terminate for breach of the terms of this Lease, shall not be continued as a waiver or relinquishment for the future of any covenant, condition, agreement or election, but the same shall continue and remain in full force and effect.

Whenever prior approvals must be given by the Department, the Department shall be the sole judge of the worthiness and benefit of change and shall approve or disapprove



change at its sole discretion.

The County Manager shall have the initial right to resolve any disputes arising from differing interpretation of provisions of this Agreement. Thereafter, the Tenant may, if it so desires, seek review by the County Commission. Only following review by the County Manager and by the Commission may the Tenant seek judicial review of any such disputes.

The County will technically assist the Tenant to a reasonable extent, as manpower and equipment is available.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed by their appropriate officials as of the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

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

ATTEST: \_\_\_\_\_  
Clerk

BY: \_\_\_\_\_  
M.R. Stierheim  
County Manager

THE OPTIMIST CLUB  
OF MIAMI SHORES, INC.

ATTEST OR  
WITNESS: \_\_\_\_\_  
\_\_\_\_\_

BY: Joseph Schuefer, Jr.  
1st Vice - President, Joseph Schuefer, Jr.  
The Optimist Club of Miami Shores, Inc.

ATTEST OR  
WITNESS: \_\_\_\_\_  
\_\_\_\_\_

BY: Ronald C. Romani  
Secretary, Ronald C. Romani  
The Optimist Club of Miami Shores, Inc.  
(Seal)

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

BY: \_\_\_\_\_  
County Attorney

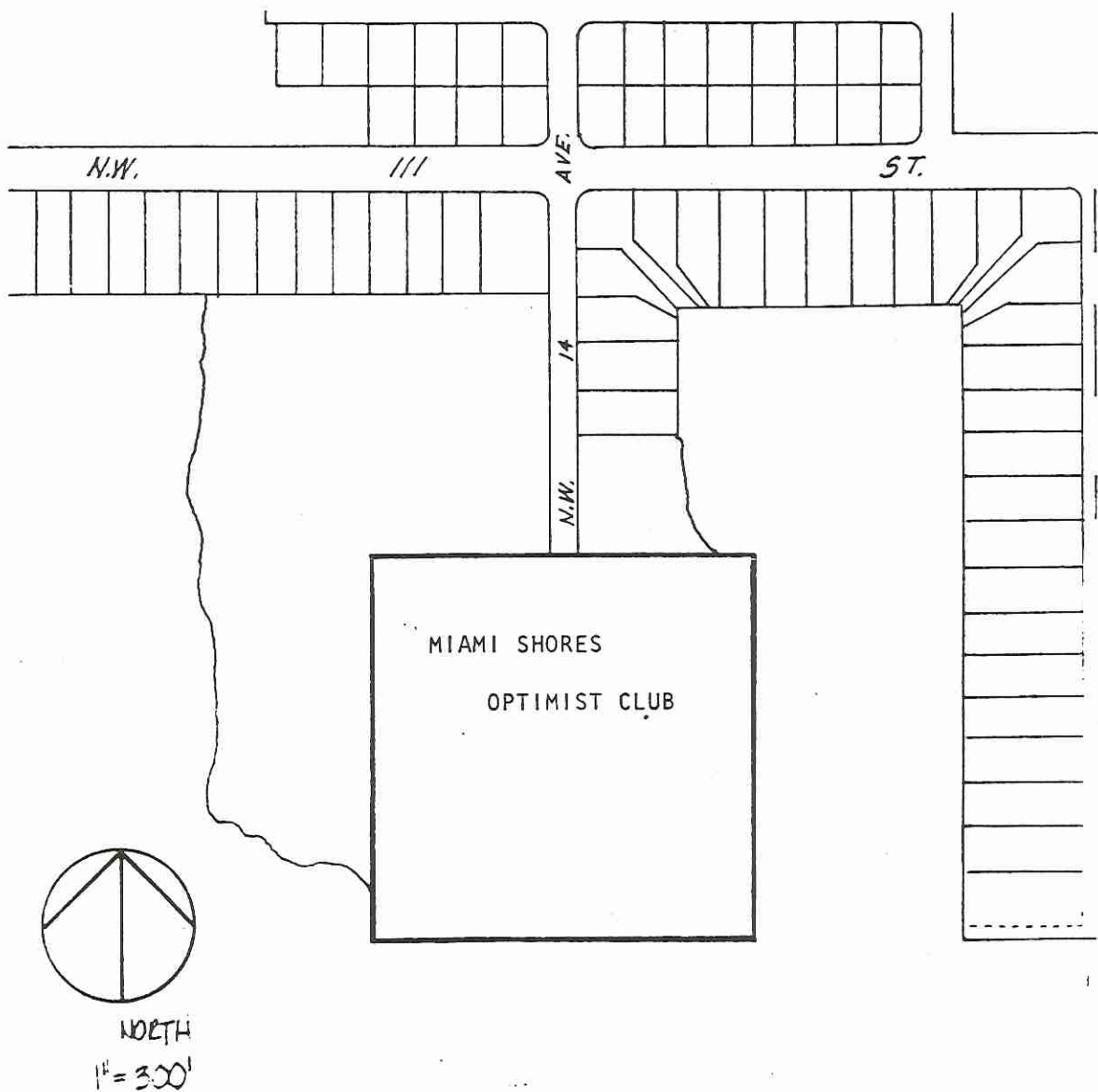
EXHIBIT "A"

W 1/2 of the SW 1/4 of the NE 1/4 of the SW 1/4  
of Section 35, Township 52 South, Range 41 East.

ALSO

E 1/2 of the SW 1/4 of the NW 1/4 of the SW 1/4  
of Section 35, Township 52 South, Range 41 East

All situated in Dade County, Florida





**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.

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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 enjoyment standpoint.

Whenever 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 enjoyment 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 data(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, fascia boards, eaves, 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 Receptacles 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, varmints 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)

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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

1. Major A items

B items

2. Minor C items

Correction Period:

- 15 days

- 30 days

- 90 days

Item No.	Element	Rating	Correct by (Date)	Date Corrected	Comments
<u>A. Bldg. Physical Condition</u>					
1.	Structural, condition including foundations, walls, sills (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.				
<u>B. Restroom Appearance</u>					
9.	Restroom properly identified (A)				
10.	Fixtures clean and in good working order (A)				

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Item No.	Element	Rating	Correct by (Date)	Date Corrected	Comments
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 - Store-rooms, 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 service 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)				

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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.				
<u>E. Garbage and Trash</u>					
37.	Sufficient trash containers provided (A)				
38.	Convenience of location (B)				
39.	Condition of containers (B)				
40.	Collection and disposal (A)				
41.	Misc.				
<u>F. Public Signs</u>					
42.	Location (C)				
43.	Condition (C)				
44.	Approved by Director (C)				
45.	Misc.				
<u>G. Grounds</u>					
46.	Condition of fences and backstops (B)				

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101-45121

Item No.	Element	Rating	Correct by (Date)	Date Cor-rected	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.				
<u>H. Operational</u>					
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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