

**MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS**

**OFFICE OF THE COMMISSION AUDITOR**

**WATER ACCESS FEES AT CRANDON AND  
MATHESON HAMMOCK PARKS**

A handwritten signature in cursive script, appearing to read "Thomas B. Davis".

**Thomas Davis, Esq., Director  
Policy and Legislation**

**Reviewers**

Phillip George Edwards, Esq.      BCC Senior Research Analyst

**Researchers**

|                              |                       |
|------------------------------|-----------------------|
| Jacqueline Fernandez Proenza | BCC Research Analyst  |
| Sam Manii                    | BCC Associate Auditor |

**111 NW First Street, Suite 1030  
Miami, Florida 33128  
305-375-4354**

THIS PAGE INTENTIONALLY LEFT BLANK

## **Introduction**

This memorandum is in response to a request from the Office of District 7 County Commissioner Xavier L. Suarez to complete a study on concessionaires' fees to access water to kiteboard at County parks. The scope of the study is limited to reviewing the contractual basis for County concessionaries to impose fees for kiteboarding at Crandon and Matheson Hammock Parks. The study examines the practice of concessionaires charging patrons fees (in the form of daily, weekly and yearly passes) to access water to kiteboard, including patrons who bring their own equipment to the site.

This study generated from a constituent's concern that public access to the water in Matheson Hammock and Crandon Parks is being restricted as a result of the imposition of fees by concessionaires Adventure Sports, Inc. (Adventure Sports) and Miami-Kiteboarding, Inc. (Miami-Kiteboarding), respectively. Prior to finalizing the study, the Office of the Commission Auditor (OCA) met with the Department of Parks, Recreation and Open Spaces (PROS), the County department that manages the water sports concession contracts, and performed independent research to produce the following findings.

## **Background**

In Miami-Dade County, Matheson Hammock Park and Crandon Park are the only parks with concessionaires assessing fees for public access to the water when kiteboarding. The concessionaires in Broward County parks and those in the City of Miami Beach do not charge a fee for water access when kiteboarding, and Monroe County does not contract with concessionaires in its parks. In Collier County, no water access fees are charged for kiteboarding, but launch fees in the amount of \$8 are charged to utilize personal motorized watercrafts, with \$4 being charged to launch kayaks. Similar launch fees ranging from \$6 to \$10 are charged by Miami-Dade County to launch kayaks, canoes, and paddle boards in County parks.<sup>1</sup>

As stated by PROS, kiteboarding fees allow each County operator to safely provide water access and operate their respective sites, enabling proper staffing coverages to ensure that patrons who either rent or bring their own equipment are monitored and safe within the premises of their contracted designated areas.<sup>2</sup>

## **Adventure Sports License Agreement**

On April 3, 2013, the Director of the Internal Services Department, under delegated authority, approved a contract award to Adventure Sports for operation of a water sports concession at Matheson Hammock Park which is located at 9601 Old Cutler Road, Miami, Florida. That award followed a competitive procurement process wherein only two proposals were received; the second proposal was received from Miami-Kiteboarding.<sup>3</sup> On August 23, 2013, the County executed a five-year license agreement with Adventure Sports for operation of the water sports concession at Matheson Hammock Park.<sup>4</sup> At the County's sole discretion, the license agreement may be renewed for up to a total of four years. The current, initial term expires on August 30, 2018.

---

<sup>1</sup> See Table 3; Information based on conversations with representatives from each of the City/County Parks Departments and Miami-Dade County Implementing Order IO 4-119  
<https://www.miamidade.gov/aopdfdoc/aopdf/pdf/files/io4-119.pdf>

<sup>2</sup> See Attachment A

<sup>3</sup> See Attachment B

<sup>4</sup> See Attachment C

Under the license agreement, Adventure Sports pays the County guaranteed monthly rent of \$1,500, which is adjusted upward at the end of each year of the agreement based on the Consumer Price Index (CPI) for the City of Miami Group for all urban consumers under other goods and services. In addition to the guaranteed monthly rent, on a monthly basis, Adventure Sports must pay the County a percentage fee equaling 10 percent of the monthly gross receipts. Moreover, the agreement requires Adventure Sports to maintain the pricing schedule for goods and services submitted with its proposal, as approved by the County. If Adventure Sports seeks to change its standard prices for goods and services, it must provide the County a schedule of such proposed changes no later than 30 days prior to the intended implementation date for approval or disapproval.

The license agreement's scope of services provides that Adventure Sports shall operate a high quality, customer-oriented water sports concession with well-maintained equipment and experienced staff. The services and programs under the agreement include:

- Stand-up paddleboard rentals and instruction;
- Kiteboard rentals and instruction;
- Kayak rentals and instruction;
- Ferry service to other kiteboarding locations;
- Windsurfing;
- Compression services to aid riders in kite inflation;
- Launch and landing support for solo kite riders;
- Retail sales; and
- Bicycle rental.

Pricing for these services, while included in the proposal, was not included in the executed agreement. According to PROS, kiteboarding is the only activity where Adventure Sports requires payment of a water access fee.

In addition to its rental operations, Adventure Sports charges daily and annual membership fees for public water access when patrons wish to kiteboard with their own equipment. Adventure Sports has been the water sports concessionaire in Matheson Hammock Park since August 2013 and began charging kiteboarding water access fees in January 2018.<sup>5</sup> The County's Internal Services Department negotiated service fees with Adventure Sports, ultimately approving the daily membership fee of \$5 and annual membership fee of \$60. While the fees were approved since the onset of the contract, Adventure Sports did not begin incorporating these water access fees into its operations until January 2018.<sup>6</sup> On December 22, 2017, Adventure Sports requested increases to the membership fees—daily membership, from \$5 to \$15 (200% increase), and annual membership from \$60 to \$175 (192% increase)—that had been included in the proposal and approved with the original 2013 agreement.<sup>7</sup> The daily membership rate increase has been approved by PROS, while approval of the annual membership increase is pending, awaiting the results of this review. To date, there is no weekly membership offered by Adventure Sports.

---

<sup>5</sup> The County did not contract with any water sports concessionaires in Matheson Hammock Park prior to its contract with Adventure Sports in 2013, per the PROS Department.

<sup>6</sup> Per a conference call with PROS Department on April 19, 2018.

<sup>7</sup> See Attachment D



#### Miami-Kiteboarding License Agreement

On January 24, 2017, pursuant to Resolution No. R-29-17, the Miami-Dade Board of County Commissioners (Board) approved a contract award to Miami-Kiteboarding for operation of a water sports concession at Crandon Park for PROS with an estimated revenue to the County in an amount of \$1,690,000 for an initial five-year term plus two, two-year option to renew terms.<sup>8</sup> The award followed a competitive request for proposals process wherein two other proposals were received—one from Adventure Sports and the other from Beachlife, LLC. The license agreement for operation of the concession was executed on February 14, 2017, and the initial term expires on February 28, 2022.<sup>9</sup> The concession is located at 6747 Crandon Boulevard, Miami, Florida.

Under the agreement, Miami-Kiteboarding pays the County guaranteed monthly rent of \$2,500 for the first two years and \$3,500 for the remaining years. Miami-Kiteboarding is also contractually obligated to furnish a monthly percentage fee that is equal to 15 percent of the monthly gross receipts. For the duration of the agreement, Miami-Kiteboarding must maintain the pricing schedule for goods and services submitted with its proposal, as approved by the County. If Miami-Kiteboarding wishes to change its standard prices for goods and services, it shall provide the County a schedule of such proposed changes no later than 30 days prior to the intended implementation date for approval or disapproval.

Under the license agreement, Miami-Kiteboarding covenants to deliver a high quality, customer-oriented water sports concession with well-maintained equipment and experienced staff. Contracted services include stand-up paddleboard rentals and instruction; kiteboarding rentals and instruction; and kayak rentals. Miami-Kiteboarding assesses an access fee only to patrons who desire to kiteboard at Crandon Park with their own equipment. Although included in the operations section of Miami-Kiteboarding's proposal, the \$200 annual membership fee for kiteboarders to access the water was not included in the license agreement nor the Resolution approving its contract award, i.e., Resolution No. R-29-17.<sup>10</sup> The solicitation required disclosure of such fees as part of the proposer's Operational Plan, and thus, was included by Miami-Kiteboarding.<sup>11</sup>

Miami-Kiteboarding is in the process of requesting approval of an increase from PROS of the annual pass fee, from \$200 to \$250, and requesting imposition of a weekly pass, priced at \$100, and a day pass (which excludes weekends) that is priced at \$40. The day and weekly passes are new fees that were not included in Miami-Kiteboarding's proposal.

#### **Legal Authority for Water Access and Imposition of Fees**

Access to navigable waters is covered by the common law public trust doctrine, which is embodied in Article 10 Section 11 of the Florida Constitution. This doctrine governs the state's relationship to its water resources, including beaches, and to the citizens of the state, specifying that the government owns and must protect and maintain these resources for the public's use.<sup>12</sup>

Citing *City of Daytona Beach Shores v. State of Florida*, the Miami-Dade County Attorney's Office interpreted the kitesurfing fees in question to be allowable under the public trust doctrine if

---

<sup>8</sup> <https://www.miamidade.gov/cob/library/Registry/Resolutions/Board-of-County-Commissioners/2017/R-29-17.pdf>

<sup>9</sup> See Attachment E

<sup>10</sup> *Id.*

<sup>11</sup> See Attachment F

<sup>12</sup> [https://www.law.cornell.edu/wex/public\\_trust\\_doctrine](https://www.law.cornell.edu/wex/public_trust_doctrine)

the fees are reasonable and used for the protection and welfare of the public.<sup>13</sup> The *City of Daytona Beach Shores* case concerned the validity of beach user fees charged to drivers of motor vehicles for entry onto the Atlantic beaches within the jurisdictions of the City of Daytona Beach Shores, St. Johns County, and the City of St. Augustine Beach. The Supreme Court of Florida found the public trust doctrine, which declares that Florida's beach sovereignty lands must be accessible to the public, does not prohibit local governments from imposing reasonable user fees for motor vehicle beach access, so long as the revenue is expended solely for the protection and welfare of the public using that particular beach, as well as for improvements that will enhance the public's use of the sovereign property.

OCA did not find legal authority directly addressing the issue of water access fees being assessed on patrons in public parks to engage in water sports, nor is there a specific state statute regulating the assessment of fees by concessionaires for water access in public parks.

At the local level, Chapter 26 of the County Code, which sets forth the rules and regulations governing PROS, is the only legislation found that relates to this issue, albeit loosely. Under Chapter 26 Rule 29, no person, organization or firm other than licensed concessionaries permitted by and acting under the authority of PROS will expose or offer for sale, rent or trade, any article or thing, or station or place any stand, cart or vehicle for the transportation, sale or display of any article or merchandise within the limits of any park or recreation area.

In Crandon Park's Master Plan, it is stated that Crandon Park shall be perpetually and forever owned, held and kept by Dade County for the use and benefit of and in trust for the public as an ocean beach recreation and botanical park, and shall not be owned, held, kept, used or enjoyed for any other purpose whatsoever.<sup>14</sup>

#### **Reasonableness of Water Access Fees**

In Miami-Dade County, the reasonableness of water access passes/membership fees, including increases, is determined by the approving entity, PROS, following a request by the concessionaire, i.e., Adventure Sports and Miami-Kiteboarding.

#### **Matheson Hammock Park Water Sports Concession Fees**

The approved fees for kiteboarding water access at Matheson Hammock Park is \$5 for daily access and \$60 for annual access. The most recent request from Adventure Sports to increase the daily and annual membership was presented to the PROS Department on December 22, 2017.<sup>15</sup>

In requesting an increase, Adventure Sports offers the following justification:

"...Matheson is a managed access location for kiteboarding and Adventure Sports is exclusively responsible for all kiteboarders and kitesurfing activity in the park. We are also required by the County to indemnify them against potential liability correspondent to kiteboarding. We are mandated to at all times maintain a staff level adequate to enforce the agreed upon guidelines and ensure that all park patrons can safely enjoy the area. We are proud of our perfect safety record. In order to continue to be able to provide the level of access, service, and safety that the County expects of us we have instituted the daily use fees and annual rider memberships. This will enable us to keep kiteboarding beach marshals onsite even during times when lessons and rentals

---

<sup>13</sup> 483 So.2d 405, 408 (Fla. 1985). See Attachment G

<sup>14</sup> See Attachment F

<sup>15</sup> See Attachment D

are not possible.”<sup>16</sup>

PROS considers both the concessionaire’s justification and market research when determining if a fee should be approved. Ultimately, the daily access fee increase—from \$5 to \$15—was approved by PROS with notice of such approval being given to the concessionaire on March 6, 2018. A decision on the requested annual fee increase—from \$60 to \$175—has been postponed pending justification from the concessionaire.

Per the pricing section of the license agreement, the concessionaire shall maintain the pricing schedule for goods and services submitted with its proposal, as approved by the County. If the concessionaire wishes to change its standard prices for goods and services, the concessionaire is to provide to the County a schedule of such proposed changes no later than 30 days prior to the intended implementation date, for approval or disapproval, at any time during the term when price changes are contemplated.<sup>17</sup>

Notwithstanding the aforementioned contract provision, Adventure Sports’ request for the fee increase was communicated to PROS on December 22, 2017, and the increased fees were implemented as of January 1, 2018. Departmental approval of both fee increases was still pending at that time of fee implementation, and approval of the annual fee increase is still pending at this time. PROS has since sent a cease and desist letter to Adventure Sports regarding the assessment of annual fees at the higher unapproved rate of \$175.<sup>18</sup>

#### *Crandon Park Water Sports Concession Fees*

Miami-Kiteboarding’s \$200 annual water access fee for kiteboarding in Crandon Park underwent approval by the Internal Services Department, with the fee for these passes being included in the operations section of the original proposal.<sup>19</sup> While the fee was included in the proposal, the Board did not review this fee, as it was not included in the agenda item that the Board considered and approved, i.e., Resolution No. R-29-17 approving the water sports concession license agreement. The annual rider pass, priced at \$200, is the only approved fee and was previously the only option for kiteboarders wishing to access the water with their own kiteboards. At present, Miami-Kiteboarding has submitted a request for a fee increase—from \$200 to \$250—for its annual pass, and is requesting to add daily and weekly pass fees for \$40 and \$100, respectively.<sup>20</sup>

PROS has yet to approve the increase to the annual fee and additional daily and weekly fees, as it is currently in the process of seeking additional justification from the concessionaire and awaiting the results of this study, yet Miami-Kiteboarding has already implemented the increase to its annual fee as well as the additional daily and weekly fees into its operations, advertising the fees in signage to kiteboarders as well its website.

According to Miami-Kiteboarding, the passes have been key factors in permitting a successful control of the safety and volume of kiteboarders at Crandon Park, and enforcing the limit imposed by lifeguards (employed by Miami-Kiteboarding) of 30 kites being allowed on the water at any given time.<sup>21</sup> The annual membership fee includes liability insurance coverage, which per the

---

<sup>16</sup> *Id.* Per the license agreement, liability insurance coverage may not be less than \$300,000 per occurrence.

<sup>17</sup> See Attachment H

<sup>18</sup> Per a conference call with PROS on April 19, 2018.

<sup>19</sup> See Attachment I

<sup>20</sup> See Attachment J

<sup>21</sup> *Id.*

license agreement may not be less than \$300,000 per occurrence.<sup>22</sup>

**Concessionaires' Projected Revenue – Kiteboarding Water Access Fees**

The table below highlights the revenue Miami-Kiteboarding and Adventure Sports are projected to generate from their kiteboarding membership fees in their first five years of operations.

**Table 1 – Kiteboarding Membership  
Projected Income/Gross Revenue<sup>23</sup>**

| <b>Concessionaire</b>                       | <b>Year 1</b>   | <b>Year 2</b>   | <b>Year 3</b>   | <b>Year 4</b>   | <b>Year 5</b>   |
|---|-----------------|-----------------|-----------------|-----------------|-----------------|
| Miami-Kiteboarding<br>(Crandon Park)        | \$39,000        | \$43,000        | \$47,500        | \$52,500        | \$58,000        |
| Adventure Sports<br>(Matheson Hammock Park) | \$7,740         | \$8,127         | \$8,248         | \$8,373         | \$8,828         |
| <b>Difference</b>                           | <b>\$31,260</b> | <b>\$34,873</b> | <b>\$39,252</b> | <b>\$44,127</b> | <b>\$49,172</b> |

**Other Contractual Obligations**

The concessionaires are both obligated to ensure the water sports area remains in safe, clean, and usable condition on a daily basis, including removing debris from the water sports area and shoreline, inspecting and maintaining all equipment, and maintaining the concession area, as well as performing regular trash collection and maintenance of the site and associated grounds, at its own expense.<sup>24</sup>

PROS' only responsibility under each contract is to provide the concessionaire with a designated operated area to include parking. At Crandon Park, working staff members are allowed to enter the park at no cost.

Under each contract, the County reserves the right, with stated just cause, to require the concessionaire to change within a stated time, pricing and activities, if deemed in need of change, despite previous approval.<sup>25</sup>

**PROS Protocol**

PROS Contracts Management (CM) Division oversees 112 revenue-generating agreements to ensure compliance with all terms and conditions. Park Managers handle the day to day operations with all partners. PROS also has an internal unit that conducts random audits of all agreements. Additionally, Audit and Management Services conducts audit on PROS agreements.<sup>26</sup>

Upon becoming aware of a departure from the contract terms, PROS sends a notice of non-compliance to the concessionaire requesting that the action be rectified within a specified number of days, followed by a notice of default, which is then proceeded by a notice of termination.<sup>27</sup>

---

<sup>22</sup> See Attachment E

<sup>23</sup> See Attachments K & I; the figures for Adventure Sports are the annual totals of the daily use and annual fees. Actual annual figures are not available as Adventure Sports began charging membership fees on January 1, 2018 and Miami-Kiteboarding has only been in operations since January 2017.

<sup>24</sup> See Attachments C & E

<sup>25</sup> *Id.*

<sup>26</sup> April 6, 2018 communication with PROS.

<sup>27</sup> April 19, 2018 conference call with PROS.

A cease and desist letter has been sent to Adventure Sports with which the concessionaire complied; PROS action regarding Crandon Park's assessment of the daily and weekly pass fees as well as the increased annual pass fee is pending.<sup>28</sup>

District 7's request for more transparency on PROS' website regarding these fees was communicated to PROS by OCA on an April 19, 2018 conference call with PROS being receptive to addressing the issue. PROS was also amenable to District 7's suggestion of negotiating a kiteboarding water access fee discount for local patrons.

### **Conclusion**

Miami-Dade County's practice of allowing concessionaires to assess water access fees for kiteboarding is found to be unique when compared to other South Florida jurisdictions. While the concessionaires may be justified in assessing water access fees, OCA finds that both Adventure Sports and Miami-Kiteboarding have increased fees and incorporated those higher fees into their operations prior to proper departmental approval.

---

<sup>28</sup> April 19, 2018 conference call with PROS.

**Table 2 - Project Summary**

| <b>Kiteboarding Water Access Fees In Miami-Dade County Parks</b> |  |  |  |   |  |  |   |   |
|--|--|--|--|---|--|--|---|---|
| <b>County Parks</b>  | <b>Original Fee</b>                                  | <b>Proposed Fee Increase</b>   | <b>Fee Approval</b>  | <b>County Benefits Per Contract</b>   | <b>Usage of Fee Revenue</b>  | <b>Contractual Obligation to Maintain the Area</b>   | <b>Services that PROS Provides to Concessionaires</b>   | <b>Alternate Providers</b>  |
| Matheson Hammock (Adventure Sports)                              | Daily Membership Fee \$5, Annual Membership Fee \$60 | Daily Membership Fee \$15 (recently approved), Annual Membership Fee \$175 (pending approval)                  | Both Original Fees received departmental approval on August 23, 2013 | The concessionaire is contractually obligated to pay an amount equal to 10% (plus tax) of monthly gross receipts, in addition to its monthly rent of \$1500 per month (plus tax)  | The fees enable the concessionaire to keep kiteboarding beach marshals on site even during times when lessons and rentals are not possible | The concessionaires are both obligated to ensure the water sports area remains in safe, clean, and usable condition on a daily basis | PROS' only responsibility under the contract is to provide the concessionaire with a designated operated area to include parking  | The County did not contract with any other water sports concessionaires prior to its contract with Adventure Sports, and this activity was not regulated by the County prior to contracting with Adventure Sports |
| Crandon Park (Miami-Kiteboarding)                                | Annual Membership Fee \$200                          | Daily Pass \$40 (pending approval), Weekly Pass \$100 (pending approval), Annual Pass \$250 (pending approval) | Received Board Approval on January 24, 2017                          | The Concessionaire is contractually obligated to pay an amount equal to 15% (plus tax) of monthly gross receipts, in addition to its monthly rent of \$2500 (plus tax) for years one and two, and \$3500 (plus tax) thereafter, including both two-year option to renew terms | The Annual Membership Fee includes liability insurance coverage, the amount at time of proposal was \$300,000 per occurrence               | The concessionaires are both obligated to ensure the water sports area remains in safe, clean, and usable condition on a daily basis | PROS' only responsibility under the contract is to provide the concessionaire with a designated operated area to include parking. At Crandon Park, working staff members are allowed to enter the park at no cost | Prior to Miami-Kiteboarding contracting with the County to provide water sports services, Miami Kiteboarding was on a permit to conduct business through A.O. 8-5 <sup>29</sup>                                   |

**Table 3 – Project Summary (continued)**

| <b>The Assessment of Water Access Fees in other Jurisdictions</b> |  |
|---|--|
| <b>City/County</b>  | <b>Water Access Fee Assessed in City/County Parks</b>  |
| Broward County  | No water access fees are charged for kiteboarding.   |
| Monroe County   | Does not contract with concessionaires in their County parks.  |
| Collier County  | No water access fees are charged for kiteboarding; launch fees, in the amount of \$8 are charged for motorized watercrafts, with \$4 being charged to launch kayaks. |
| City of Miami Beach   | No water access fees are charged for kiteboarding.   |

<sup>29</sup> <https://www.miamidade.gov/aopdfdoc/aopdf/pdffiles/AO8-5.pdf>

**WATER ACCESS FEES AT CRANDON AND  
MATHESON HAMMOCK PARKS**

**ATTACHMENT A**



miamidade.gov

Parks, Recreation and Open Spaces  
275 NW 2nd Street  
Miami, Florida 33128  
T 305-755-7800

*Every Great Community has  
a Great Park System.*

March 2, 2018

Ms. Leila Loezer  
(response via email: leilaloezer@gmail.com)

Dear Ms. Loezer,

Thank you for your email regarding water access fees associated with County vendor operations at Crandon Park and Matheson Hammock Park.

Ms. Ela Pestano from Miami-Dade County Commission District 7 has provided copies to you of the contracts for both concessions; Miami Kiteboarding and Adventure Sports. The pricing section of those contracts requires that both operators maintain the pricing schedule for goods and services that were submitted with their respective proposals. With the issuance of the awarded contracts, Miami-Dade County approved the pricing contained in each proposal. If the operator wishes to change its standard pricing for goods and services, they are required to provide to the County a schedule of such proposed changes not later than thirty (30) days prior to the intended implementation date, for approval or disapproval by the County.

Adventure Sports, in its proposal, outlined daily and yearly passes/memberships for access to the Matheson Hammock site, and are therefore, made part of the agreement with Miami-Dade County. Miami-Kiteboarding, although pricing was not included in its proposal, is in the process of submitting a request to the County to allow daily and yearly passes/memberships for access to the Crandon site.

Through these fees, each operator will be able to safely provide access and operate their respective sites and supply proper staffing coverages to ensure that patrons who either rent or bring their own equipment are monitored and safe within the premises of their contracted and designated areas.

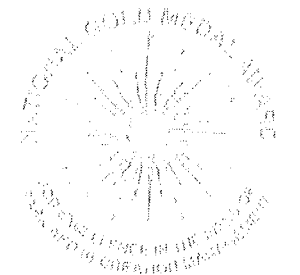
Should you have any questions, please contact Mr. Jonathan Desvergunat, Interim Contract Manager, at 305-755-7974 or via email at [ides@miamidade.gov](mailto:ides@miamidade.gov).

Sincerely,

Maria I. Nardi  
Director

cc. Michael Spring, Senior Advisor, Office of the Mayor  
Christina Salinas-Cotter, Assistant Director, PROS  
Jorge L. Mora, Assistant Director, PROS  
Tom Morgan, Regional Manager, PROS  
Jonathan Desvergunat, Interim Contract Manager, PROS

2015 Governor's Sustained  
Excellence Award



*"Connecting People and Parks for Life"*



**WATER ACCESS FEES AT CRANDON AND  
MATHESON HAMMOCK PARKS**

**ATTACHMENT B**

# Memorandum



**Date:** July 26, 2013  
**To:** Lester Sola, Director  
Internal Services Department  
**From:** Miriam Slinger, CPPO, Assistant Director  
Internal Services Department  
**Subject:** Request for Approval of Contract Award: Operation of Water Sports Concession at Matheson Hammock Park

Approval of the contract award, which is within your delegated signature authority, is requested. The awarded vendor, amount, and contract term are set forth below. Please refer to the attached Review Team Report which provides the justification for this award. The purpose of the solicitation is to obtain proposals from qualified firms to operate a water sports concession at Matheson Hammock Park for the Miami-Dade County Parks, Recreation and Open Spaces Department (PROS). Under the contract, the services to be provided include the following: stand-up paddleboard rental and instruction, kite board rental and instruction, kayak rental and instruction, ferry service to other kite boarding locations, windsurfing and other related services.

The County received two proposals in response to the solicitation. The Review Team rated the firms, Adventure Sports, Inc. (Adventure Sports) and Miami Kiteboarding, Inc., and ranked Adventure Sports the top-scoring proposer. Adventure Sports proceeded to negotiations which resulted in an increase from the initial proposal received. Monthly rent increased from \$1,250 to \$1,500 and percentage of gross receipts to the County increased from 8% to 10%.

**Contract Number:** EPP-RFP 850  
**Contract Title:** Operation of Water Sports Concession at Matheson Hammock Park

**Contract Amount, Term and Cumulative Value:** \$90,000 for five years; if the two \$36,000, two-year options to renew are exercised, the cumulative value will be \$162,000.

**Prior Contract Amount and Term:** None  
**UAP Applies:** No  
**Local Preference Applies:** No  
**Measures:** None, Revenue-Generating

## User Department / Allocation / Funding Source:

| Department                        | Allocation       | Funding Source |
|-----------------------------------|------------------|----------------|
| Parks, Recreation and Open Spaces | \$ 90,000        | General Fund   |
| <b>Total</b>                      | <b>\$ 90,000</b> |                |

Lester Sola, Director

Request for Approval of Contract Award: Operation of Water Sports Concession at Matheson Hammock Park

Page 2

**Recommended Vendor(s):**

| Awardee                | Address                                    |
|------------------------|--|
| Adventure Sports, Inc. | 8800 NW 13 Terrace, Unit 103,<br>Miami, FL |

**Vendor(s) Not Recommended for Award:**

| Vendors                  | Reason for Not Recommending |
|--------------------------|-----------------------------|
| Miami Kiteboarding, Inc. | Evaluation Scores/Ranking   |

Procurement Associate: Kristina Guillen

  
Lester Sola on behalf of Mayor Carlos A. Gimenez  
Approved

7/30/13  
Date

# Memorandum

MIAMI-DADE  
COUNTY

**Date:** April 2, 2013

**To:** Lester Sola, Director  
Internal Services Department

**Through:** Miriam Singer, CPPO, Assistant Director  
Internal Services Department

**From:** Kristina Gullen  
Procurement Contracting Officer II  
Chairperson, Review Team

**Subject:** Report of Review Team for EPP-RFP 850. Operation of Watersports Concession at Matheson Hammock Park.

The County issued a solicitation to obtain proposals from qualified firms to operate a watersports concession at Matheson Hammock Park for Parks, Recreation and Open Spaces (PROS). Services to be provided include: Stand-Up Paddleboard rental and instruction, Kite board rental and instruction, Kayak rental and instruction, ferry service to other kite boarding locations, windsurfing and other related services.

The Review Team has completed the evaluation of proposals submitted in response to the solicitation following the guidelines published in the solicitation.

**Review Team meeting dates:**

March 12, 2013 (Kick-off Meeting)

March 27, 2013 (Evaluation Meeting, Scoring and Recommendation)

**Verification of compliance with contract measures:**

Not applicable since no contract measures were assigned to this solicitation.

**Verification of compliance with minimum qualification requirements:**

The solicitation did not have any minimum qualification requirements.

**Local Certified Service-Disabled Veteran's Business Enterprise Preference:**

Veteran's Preference was considered in accordance with the applicable ordinance. None of the proposers qualified for the preference.

**Summary of scores:**

The scores are as follows:

| Proposer                    | Technical Score<br>(max. 240) | Price Score<br>(max. 60) | Total Combined Score<br>(max. 300) | Revenue/Price Submitted  |
|-----------------------------|-------------------------------|--------------------------|------------------------------------|--|
| 1. ADVENTURE SPORTS, INC.   | 232                           | 50                       | 282                                | \$1,250.00 Guaranteed Monthly Rent and 8.50% of Monthly Gross Receipts |
| 2. MIAMI KITEBOARDING, INC. | 198                           | 57                       | 255                                | \$1,500.00 Guaranteed Monthly Rent and 10% of Monthly Gross Receipts   |

The Review Team decided not to hold oral presentations as the proposals did not require further clarification. Price/Revenue proposals were reviewed subjectively with the technical proposals.

Page 2

Memo to Lester Sola, through Miriam Singer  
Report of Review Team for EPP-RFP No. 860, Operation of Watersports Concession at Matheson Hammock Park.

**Local Preference:**

Local Preference was considered in accordance with applicable ordinance, but did not affect the outcome as both Proposer's are local.

**Negotiations:**

The Review Team recommends that the County enter into negotiations with the highest ranked proposer, Adventure Sports, Inc. The following individuals will participate in the negotiations:

Kristina Gullen, Contracting Officer, ISD  
Ceolla Brewer-McDuffie, Chief of Human Resources, WASD  
Jay Bogaards, Matheson Hammock Park Manager, PROS  
Ernie Lynk, Recreation Specialist Supervisor, PROS

**Consensus Statement:** Upon completion of the ranking, a consensus statement from the Review Team was prepared as to the rationale for the recommendation to negotiate. The Review Team determined that the recommended Proposer, Adventure Sports, Inc., possessed a more solid funding source and more diversification in the types of services offered. In addition, as they currently operate at Matheson Hammock Park under a permit, they have experience and a strong track record at the park. PROS management is pleased with how this group responds to and works with their team.

Copies of the score sheets are attached for each Review Team member, as well as a composite score sheet.

Approved

  
Lester Sola  
Director

4/3/13  
Date

**WATER ACCESS FEES AT CRANDON AND  
MATHESON HAMMOCK PARKS**

**ATTACHMENT C**

OPERATION OF WATER SPORTS CONCESSION AT MATHESON HAMMOCK PARK

License Agreement No. 850

THIS LICENSE AGREEMENT made and entered into as of this 23<sup>rd</sup> day of August, 2013, by and between Adventure Sports, Inc., a corporation organized and existing under the laws of the State of Florida, having its principal office at 8800 NW 13<sup>th</sup> Terrace, Unit 103, Miami, FL 33172 (hereinafter referred to as the "Licensee"), and Miami-Dade County (the County), a political subdivision of the State of Florida, having its principal office at 111 NW 1<sup>st</sup> Street, Miami, Florida 33128, (herein referred to as the "County"),

WITNESSETH:

WHEREAS, the County owns Matheson Hammock Park, (the "Park") for the use by patrons, Licensee, employees, and visitors, and which facilities are administered for the County by its Director of Parks, Recreation and Open Spaces (the "Department"), or designee; and

WHEREAS, the Licensee has offered to develop and operate a water sports concession (the "Concession") in a manner that shall conform to the Scope of Services (Appendix A), Miami-Dade County's Request for Proposals (EPP-RFP) No. 850 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this License Agreement; and

WHEREAS, the Licensee has submitted a written proposal dated March 8<sup>th</sup>, 2013, hereinafter referred to as the "Licensee's Proposal", which is incorporated by reference herein; and

WHEREAS, the Licensee's Proposal is recommended as being in the best interest of the County, and formed the basis for award of this License Agreement,

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

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

- a) The words "License Agreement" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), EPP-RFP No. 850 and all associated addenda and attachments, the Licensee's Proposal, and all other attachments hereto and all amendments issued hereto.
- b) The words "License Agreement Date" to mean the commencement date of this License Agreement, and shall begin on the date indicated in the first page of this License Agreement.
- c) The words "License Agreement Year" to mean each twelve month period starting from the date on which this License Agreement is effective.
- d) The words "Contract Manager" to mean Miami-Dade County's Director, Internal Service Department, or the duly authorized representative designated to manage the License Agreement.
- e) The word "County" to mean Miami-Dade County.
- f) The word "Licensee" to mean Adventure Sports, Inc. and its permitted successors and assigns.
- g) The word "Days" to mean Calendar Days.
- h) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.
- i) The words "Notice to Proceed" to mean a letter issued by the County's PROS Department advising the Licensee that it may begin operation of the Concession.
- j) The words "Notice to Proceed Date" to mean the date identified in the Notice to Proceed, as the start date of operation of the Concession.
- k) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- l) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Licensee.
- m) The word "sublicensee" to mean any person, entity, firm or corporation, other than the employees of the Licensee, who furnishes labor and/or materials, in connection with the Services, whether directly or indirectly, on behalf and/or under the direction of the Licensee and whether or not in privity of License Agreement with the Licensee.
- n) The words "Work", "Services", Programs or "Project" to mean all documentation and any items of any nature submitted by the Licensee to the County's Project Manager for review and approval pursuant to the terms of this License Agreement, and all matters and things required to be done by the Licensee in accordance with the provisions of this License Agreement.



- o) The words "Concession or "Watersports Concession" to mean operation providing for Watersports activities as further defined in Appendix A.
- p) The phrase "the Park" to mean Matheson Hammock Park, located at 9610 Old Cutler Road, Miami, Florida 33156.
1. **Use:** The County hereby grants unto the Licensee, and the Licensee hereby accepts from the County for the term, at the rate and upon the covenants and conditions as set forth, a License Agreement to develop and operate a Watersports Concession. Licensee shall use the Concession only for the use permitted. The Licensee shall not conduct any business nor provide any services nor sell any item or product without the prior written approval of County, and any sales by the Licensee of services or items not specifically authorized in writing by County may constitute a default. Licensee shall conduct its business at all times in accordance with this License Agreement.
  2. **Property Description:** The Concession is located at Matheson Hammock Park located at 9610 Old Cutler Road, Miami, FL 33156. The area covered by this Agreement is not a lease and only the rights to operate a watersports concession are included in this Agreement. The Concession is comprised of a designated space in the parking lot area north of The Redfish Grill Restaurant and shall include the surrounding beach and water area ("Site"), as depicted in Exhibits A-1 and A-2, Site Maps. Additionally, the Licensee can use existing parking and restrooms.
  3. **Operations:** Except when and to the extent that the Concession may be untenable by reason of damage by fire or other casualty, Licensee shall continuously and uninterruptedly use, occupy and operate for purposes outlined herein, all of the Concession and will have on the premises adequately trained uniformed personnel for efficient service to customers.
  4. **Limitations on Use:** Subject to Licensee's right to use the Concession for the purposes specified in this License Agreement, Licensee shall not suffer or permit the Concession or any part thereof to be used in any manner, or anything to be done therein, or suffer or permit anything to be brought into or kept therein, which would in any way (i) violate any legal requirements or insurance requirements; (ii) cause structural injury to the Concession or any part thereof; (iii) constitute a public or private nuisance; (iv) impair the appearance of the Concession; (v) materially impair or interfere with the proper and economic cleaning, heating, ventilating or air-conditioning of the Concession or the proper and economic functioning of any other common service facility or common utility of the Concession; (vi) impair or interfere with the physical convenience of any of the occupants of the Concession; (vii) impair any of the Licensee's other obligations under this License Agreement, or (viii) violate Article 7 of the Home Rule Charter.
  5. **Governmental Approvals:** If any governmental license or permit shall be required for the proper and lawful conduct of Licensee's business in the Concession, or any part thereof, and if failure to secure such license or permit would in any way adversely affect the County, Licensee, at its expense, shall duly procure and thereafter maintain such license or permit and submit the same to inspection by the County. Licensee shall at all times comply with the terms and conditions of each license and permit.
  6. **Non-Exclusivity:** This License Agreement is non-exclusive in character and in no way prevents the County from authorizing or offering competitive services, products or items by other vendors or others in other premises owned and operated by the County or from

authorizing other unrelated concession services within the Park. The Licensee shall have no rights to any other location that may be made available by the County.

7. **Proposal Incorporated:** The Licensee acknowledges that it has submitted to the County a proposal ("Licensee's Proposal") that was the basis for the award of this License Agreement and upon which the County has relied.
8. **Order of Precedence:** If there is a conflict between or among the provisions of this License Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) appendices to these terms and conditions, Scope of Services (Appendix A), and any associated appendices, attachments, exhibits, etc. 3) Miami-Dade County's EPP-RFP No. 850 and any associated addenda and attachments thereof, and 4) the Licensee's Proposal.
9. **Appendices and Attachments:**  
The Appendices and Exhibits listed in this Paragraph and attached to this License Agreement are hereby incorporated in and made a part of this License Agreement:

Appendix A - Scope of Services  
Exhibits A-1 and A-2 - Site Maps

10. **Nature of the License Agreement:**

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

B. The Licensee shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.

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

D. The Licensee shall furnish all labor, materials, tools, supplies, and other items required to perform the Services that are necessary for the completion of this License Agreement. All Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.

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

the activities required to implement said changes.

11. **Term:** The County hereby grants a License Agreement to manage, operate and maintain for an initial term of five (5) years, the Concession described in this License Agreement to be operated as a concession. The term and commencement date of this License Agreement, herein referred to as the License Agreement Effective Date, shall begin on the date indicated in the first page of this Agreement, and shall end on the last day of the sixtieth (60) month.
12. **Option to Renew:** This License Agreement may be renewed for two (2), two (2) year periods as follows: at the County's sole discretion and provided that there has been no default of the License Agreement by the Licensee, the Licensee may by written notice to, and upon approval by, the Department at least six months before the end of the then current term but in no event earlier than one year prior to the end of the then current term, renew the License Agreement for the first two year renewal period. Additionally, provided that there has been no default of the License Agreement by the Licensee, the Licensee may by written notice to, and upon approval by, the Department at least six months before the end of the then current term but in no event earlier than one year prior to the end of the then current term, renew the License Agreement for a second two year renewal period. All renewal periods shall run consecutively so as to make this Agreement continuous in its operation from beginning to its termination, for a period up to nine (9) years.

The County reserves the right to exercise its option to extend this License Agreement for up to one hundred-eighty (180) calendar days beyond the current License Agreement period and will notify the Licensee in writing of the extension. This License Agreement may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

13. **Security Deposit:** Prior to the start of the License Agreement, the Licensee shall furnish a Security Deposit in cash or cashier's check payable to the Board of County Commissioners, equal to three (3) months Guaranteed Monthly Rent or \$5,000.00 whichever is greater. Redeemable at the end of the License Agreement term except for such conditions pertinent thereto, additionally, if the County must draw upon any amount owed to the County for this License Agreement, Licensee hereby agrees to restore the security to its original amount within seven (7) days of receiving notice by the County that the security was drawn upon. In the event the Licensee abandons its performance, the County will retain the security deposit. No interest on the Security Deposit will be owed to the Licensee.
14. **Guaranteed Monthly Rent:** In consideration of the use of the Concession, Licensee does hereby covenant and agree to pay to the County without deduction or set off of any kind the sum of \$1,500.00 (plus tax) by the 1<sup>st</sup> of the month, but no later than the 10th, in advance, as Guaranteed Monthly Rent. Payment of the Guaranteed Monthly Rent shall commence on the Notice to Proceed Date, which shall be addressed in the Notice to Proceed letter issued by the County.
- The Guaranteed Monthly Rent shall be adjusted upward at the end of each License Agreement Year based on the Consumer Price Index (CPI) under the City of Miami Group, for All Urban Consumers, under Other Goods and Services.
15. **Percentage of Monthly Gross Receipts – Percentage Fee:** In addition to the Guaranteed Monthly Rent, Licensee agrees to pay to the County, monthly, an amount equal to 10% (plus tax) of Monthly Gross Receipts hereinafter referred to as "Percentage Fee" within 10 days following the end of each month during the term of this License Agreement.
16. **Sales Tax:** The Licensee shall be liable for the prevailing State of Florida Sales and Use Tax

imposed on rent (currently at the rate of 7%) on the amounts payable to the County, including the Guaranteed Monthly Rent and Percentage Fee payments, under this License Agreement. This Sales and Use Tax shall be payable to the County, when applicable rent is due. The County will remit same, less authorized handling deductions, to the State.

17. **Additional Taxes:** If at any time during the term of this License Agreement or any renewal thereof, under the laws of the State of Florida, or any political subdivision thereof, a tax, charge, capital levy, or excise on rents (fixed minimum or additional) or percentage fees, or other tax (except income tax), however described, against the County on account of the rent or percentage fees payable herein, such tax, charge, capital levy, or excise on rents or other taxes shall be deemed to constitute real estate taxes on the Concession and the premises for the purposes of this Paragraph.
18. **Taxes on Licensee's Personal Property:** Licensee shall be responsible for, and shall pay before delinquency, all municipal, county, or state taxes assessed against any occupancy interest or personal property of any kind, owned by or placed in, upon or about the Concession by Licensee.
19. **Late Payment Charge:** In the event that the Licensee fails to make any payments on time, by the due date, as required to be paid under the provisions of this License Agreement, a late payment charge of 1.5% or \$100.00 per month, whichever is greater, shall be assessed. The outstanding balance shall increase accordingly and interest shall accrue on the total balance, to include late payment penalties. The right of the County to require payment of such late payment charge and the obligation of the Licensee to pay same shall be in addition to and not in lieu of the County's rights to enforce other provisions herein, including termination of this License Agreement, or to pursue other remedies provided by law.
20. **Application of Payments:** Payments are applied to any unpaid balance in the following manner. Any accrued late fees are first deducted from the payment. The remaining payment balance is then applied proportionately to the Guaranteed Monthly Rent, then Percentage Fee, including the associated sales and use tax. Any remaining balance in the payment will be applied to any other balance due.
21. **Worthless Check or Draft:** In the event that the Licensee delivers a dishonored check or draft to the County in payment of any obligation arising under this License Agreement, the Licensee shall incur and pay a service charge of \$40.00 or five percent (5%) of the face amount of the check, whichever is greater. For each such dishonored check, such payment shall be made within not more than five (5) days from written notice of such default. Further, in such event, County may require that future payments required pursuant to this License Agreement be made by cashier's check or other means acceptable to County. A second such occurrence of dishonored check during the License Agreement term will be a breach of contract and, at the County's option, will constitute a default allowing termination.
22. **Payment of Fees:** The Guaranteed Monthly Rent and Percentage Fee as well as other amounts payable by Licensee to the County, under the terms of this License Agreement, shall be paid promptly when due, without notice for any reason whatsoever and without abatement. Guaranteed Monthly Rent and Percentage Fee and all other payments provided for in this License Agreement shall be paid or mailed to:

Miami-Dade Park and Recreation Department  
Financial Management Division  
Accounts Receivable Section

275 N.W. 2<sup>nd</sup> Street, 3<sup>rd</sup> Floor  
Miami, FL 33128

(Checks shall be made payable to the "Miami-Dade County Board of County Commissioners".)

23. **Notices:** Any notices submitted or required by this License Agreement shall be sent by registered or certified mail (or email or fax if provided below, with a hardcopy to the address below) addressed to the parties as follows or to such other address as either party may designate in writing, and where receipt of same is acknowledged by the receiving party.

1. To the County:

- a) To the Project Manager:  
Miami-Dade County  
Department of Parks, Recreation and Open Spaces  
275 N.W. 2<sup>nd</sup> Street, 5<sup>th</sup> Floor  
Miami, Florida 33128  
Attn: Director  
Phone: (305) 755-7974  
Fax: (305) 755-7890

and

- b) To the Contract Manager:  
Miami-Dade County  
Internal Services Department - Procurement Management  
111 N.W. 1<sup>st</sup> Street, Suite 1300  
Miami, FL 33128-1974  
Attention: Assistant Director  
Phone: (305) 375-5502

2. To the Licensee:

Adventure Sports, Inc.  
8800 NW 13<sup>th</sup> Terrace, Unit 103  
Miami, FL 33172  
Tel (305) 591-3922  
Fax (305) 591-3559  
kent@npusa.com

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

24. **Interpretations:** This License Agreement and the Attachments hereto, and other documents specifically referred to herein, constitute the entire, fully integrated License Agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous verbal or written License Agreements between the parties with respect thereto. License Agreement may be amended only by written document, properly authorized, executed, and delivered by both parties hereto. For the County, appropriate authorization shall be construed to mean the County Mayor (or designee) or the Contract Manager (or

designee) within this License Agreement shall have approval authority or the Board of County Commissioners (as applicable). This License Agreement shall be interpreted as a whole unit and paragraph headings are for convenience only. The License Agreement shall not be construed in favor of one party or the other. All matters involving the License Agreement shall be governed by laws of the State of Florida.

25. **Accord and Satisfaction:** No payment by Licensee or receipt by County of a lesser amount than any payment of Guaranteed Monthly Rent or Percentage Fee herein stipulated shall be deemed to be other than on account of the earliest stipulated Guaranteed Monthly Rent or Percentage Fee then due and payable, nor shall any endorsement or statement on any check or any letter accompanying any check or payment for Guaranteed Monthly Rent or Percentage Fee be deemed an accord and satisfaction. The County may accept such check or payment without prejudice to County's right to recover the balance of such Guaranteed Monthly Rent or Percentage Fee or pursue any other remedy provided in this License Agreement, at law or in equity. No covenant, term, or condition of this License Agreement shall be deemed to have been waived by County, unless such waiver be in writing by County, nor shall there be any accord and satisfaction unless expressed in writing and signed by both County and Licensee.

26. **Gross Receipts:**

A. **License Agreement Year Defined:** "License Agreement Year" means a twelve-month period beginning on the License Agreement Effective Date and ending twelve months thereafter.

B. **Gross Receipts Defined:** "Gross Receipts" means all monthly receipts collected by the Licensee from the sale of services or merchandise by Licensee, concessionaires of Licensee and sublicensee(s) of Licensee, sold in, upon or from the Concession, including such sales as shall in good faith be credited by Licensee, its concessionaires, and sublicensees in the regular course of its or their business to personnel employed at the time of sale at the Concession, including sub-concession Agreements or contract employee payments to the Licensee and mail, internet and telephone orders received at the Concession and off-premises sales; but shall not be deemed to mean or include the following: amounts credited by Licensee or its concessionaires or sub-concessionaires for returned or defective merchandise; sales, excise and similar taxes; or the proceeds of sales of Licensee's trade fixtures, operating equipment or other property used by Licensee or its concessionaires in the operation of its business and not acquired or held by it for the purpose of sale. Sales shall be deemed to have been made when services or merchandise has been served, shipped or delivered or when charged against the purchaser on the books of Licensee, or its concessionaires, whichever of such events shall first occur.

C. **Licensee's Certification of Receipts:** Licensee shall submit to County on or before the 10th day following the end of each month during the term of this License Agreement and on or before the 10th day following the expiration or earlier termination of this License Agreement, a written statement, signed by Licensee and certified to be true and correct, showing the amount of Gross Receipts during the preceding month. Licensee shall submit to County on or before the 60th day following the end of each License Agreement Year an Annual Written Statement, signed by Owner, CEO, or Financial officer of the Licensee and certified by it to be true and correct, setting forth the amount of Gross Receipts during the preceding License Agreement Year, which statement shall also be duly certified by an Independent Certified Public Accountant. The statement referred to herein shall be in such form and style and contain such details and breakdowns as County may reasonably determine or require.

D. **Examination of Licensee's Books and Records:** Such books and records as are necessary

to determine the amount of any Percentage Fee payable to County shall be subject to examination by the County or its authorized representatives at reasonable times during Licensee's business hours, at County's expense and in such manner as not to interfere unreasonably with the conduct of Licensee's business. All information obtained by the County or its authorized representatives from Licensee's books and records shall be kept confidential by the County and all such representatives.

E. Licensee's Receipts Records: For the purpose of computing and verifying the Percentage Fee due hereunder, Licensee shall prepare and keep, for a period of not less than three (3) years following the end of each License Agreement Year, adequate books and records, including but not limited to, those relating to inventories, purchases, and receipts of merchandise, and all sales and other pertinent transactions by Licensee. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this License Agreement. Licensee shall record at the time of sale each receipt from sales or other transactions, whether for cash or on credit, in one or more sealed cash register or registers having a cumulative total. Licensee shall keep, for at least three (3) years following the end of each License Agreement Year, all pertinent original sales records, which records shall include (i) cash register tapes; (ii) serially-numbered sales slips; (iii) mail order; (iv) telephone orders; (v) settlement report sheets of transactions with subtenants, concessionaires, and licensees; (vi) records showing that merchandise returned by customers was purchased by such customers; (vii) receipts or other records of merchandise taken out on approval; (viii) income and sales tax returns; and (ix) such other records which would normally be examined and required to be kept by an independent accountant pursuant to generally accepted auditing standard in performing an audit of Licensee's Gross Receipts.

The acceptance by County of payments of Percentage Fee or reports thereon shall be without prejudice and shall in no case constitute a waiver of County's right to examination of Licensee's books and records of its Gross Receipts and inventories of merchandise.

F. Audit of Licensee's Business Affairs and Records: County shall have the right to cause, upon five (5) business days' written notice to Licensee, a complete audit to be made by a designated external auditing firm or other certified public accounting firm selected by County, or the Audit and Management Services Department of the County. Licensee shall make all such records available for said examination at the Concession or at some other mutually agreeable location. If the result of such audit shall show that Licensee's statement of Gross Receipts for any period has been understated, Licensee shall pay County the amount due. If such understatement is three percent (3%) or more, Licensee shall pay County the cost of such audit in addition to any deficiency payment required, plus ten percent (10%) of any such deficiency, all of which shall be collectible hereunder as rent. A report of the findings of said accountant shall be binding and conclusive upon County and Licensee. The furnishing by Licensee of any grossly inaccurate statement shall constitute a breach of this License Agreement. Any information, excluding written documents, obtained by County as a result of such audit shall be held in strict confidence by County except in any proceeding or action to collect the cost of such audit or deficiency.

G. If Licensee fails to record, maintain, or make available sales supporting documentation as specified above, Licensee may be deemed by the County to be in default of this License Agreement.

27. Condition of Licensed Property: Licensee hereby accepts the Concession on the condition it is in at the beginning of this License Agreement.

28. **Assumption, Parameters, Projections, Estimates and Explanations:** The Licensee understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Licensee for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn there from; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Licensee. The Licensee accepts all risk associated with using this information.
29. **County Approval:** The Licensee agrees that it will obtain prior written approval from the County in all of the following matters:
- A. Changes from originally approved specifications, pricing, activities, signage, and graphics.
  - B. Aesthetics of the Concession.
  - C. Any use of the County's facilities or Concession's name.
  - D. Hours of Operation.
  - E. Uniforms to be used by employees shall be consistent with or better than those normally used by professionally-operated Concessions.
- Should any of the above items be disapproved, Licensee may offer alternative solutions. The County reserves the right with stated just cause to require the Licensee to change within a stated time any and all items contained in this paragraph it deems in need of change, despite previous approval of same.
30. **Hours of Operation:** Operating hours for the Concession are detailed in Appendix A, Scope of Services. The Licensee shall provide sufficient staff to provide outstanding service. The County, in its sole discretion, may require a change in hours of operation, if such a change is desirable in providing the best service to the public.
31. **Pricing:** Licensee shall maintain the pricing schedule for goods and services submitted with its Proposal, and as approved by the County. If the Licensee wishes to change its standard prices for goods and services, Licensee will provide to the County a schedule of such proposed changes not later than thirty (30) days prior to the intended implementation date, for approval or disapproval, at any time during the License Agreement term when price changes are contemplated. Pricing for special events or services shall be expeditiously approved by the County.
32. **Personnel:** The Licensee shall provide County with the name and telephone number of a management person of the Licensee who will be on call, at all times, for emergencies, or other matters related to the operations under this License Agreement. The Licensee shall ensure that all its personnel performing services under this License Agreement are courteous and cooperative and present a neat, clean, and professional appearance at all times. Failure of an employee to do so shall be grounds for the County to demand his or her removal from duties in the Concession. The Licensee shall ensure that all employees having public contact are able to understand and communicate in spoken English. Licensee's employees will not be considered agents of the County.

In the event the Licensee wishes to substitute personnel for the key personnel identified by



the Licensee's Proposal, the Licensee must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

33. **Signs:** The nature, size, shape, and installation of Licensee's business signs within the Concession or in, on, or adjacent to the Concession or the Park must first be approved in writing by County. Said signage must also be approved by all governmental authorities having jurisdiction and must conform to the requirements set forth in Article 7 of the Miami-Dade Home Rule Charter. All signs shall be removed by the Licensee at the termination of the License Agreement and any damage or unsightly condition caused to premises because of or due to said signs shall be satisfactorily corrected or repaired by the Licensee.
34. **On-Site Manager/Designee:** Throughout the term of this License Agreement, the Licensee shall employ a qualified full-time on-site Concession Manager or Designee having experience in the management of this type of operation, who shall be available during normal business hours and on-call at all times, and be delegated sufficient authority to ensure the competent performance and fulfillment of the responsibility of the Licensee under this License Agreement and to accept service of all notices provided for herein.
35. **Quality of Licensee's Service:** The Licensee shall conduct its operations in an orderly manner and so as not to annoy, disturb, or be offensive to customers, patrons, or others in the immediate vicinity of such operations.

The Licensee shall control the conduct, demeanor, and appearance of its officers, members, employees, agents, representatives, and upon objection of the County concerning the conduct, demeanor or appearance of any such person, Licensee shall immediately take all necessary steps to correct the cause of such objection.

Licensee shall take good care of said premises, shall use the same in a careful manner, and shall, at its own cost and expense, keep, maintain, and repair and, upon the expiration of this License Agreement or its termination in any manner, shall deliver said premises to the County in the same condition as at the commencement this License Agreement, with the exception of loss by fire or other casualty.

Licensee shall furnish good, prompt, and efficient service, adequate to meet all reasonable demands therefore.

It is expressly understood and agreed that the said operation shall not interfere in any manner with the use of public areas or infringe upon the normal method of operations of any other parties authorized to conduct business at or near the location. The Licensee agrees that a determination by the County will be accepted as final in evaluating whether its activities infringe on the rights of others and that Licensee will fully comply with any decisions on this matter.

36. **Monitoring Services:** The County shall have the right, without limitation, to monitor and test the quality of services of the Licensee, including, but not limited to personnel and the effectiveness of its cash-handling procedures, through the use of a shopping service, closed circuit TV, and other reasonable means.
37. **Services/Equipment Provided by County:** To the extent available, the County may provide access to the following in the Concession operating area:
- A. Electrical as existing (currently unavailable)

- B. Water facilities as existing (currently unavailable)
- C. Sewage collection facilities as existing (currently unavailable)
- D. Waste collection (only from existing waste bins on site)

Notwithstanding anything in this paragraph, the County shall have no obligation to construct for any utilities.

**38. Equipment and Service Provided by Licensee:**

The Licensee, at its sole cost, shall provide for the Concession:

- A. Janitorial service within the Concession. The Licensee shall keep the Concession and equipment clean at all times. If the Concession and equipment are not kept clean in the opinion of the County, the Licensee will be so advised and if corrective action is not immediately taken, the County will cause the same to be cleaned and the Licensee shall assume responsibility and liability for such cleaning.
- B. Maintenance service for equipment necessary for the operation of the Concession. The Licensee shall ensure monthly maintenance and necessary repairs are done for all applicable equipment.

**39. Equipment Provided by Licensee:** The Licensee shall provide all equipment necessary for the operation of the Concession. All equipment acquired for the Concession shall be of a high quality as good as or better than that found at similar facilities. The County shall be afforded the opportunity to approve all equipment for the Concession.

Any equipment, signage and advertising installed by the Licensee shall be in compliance with Article 7 of the Home Rule Charter and in keeping with the appropriate standards of decor at the Park.

Licensee agrees that all new equipment provided shall meet the requirements of all applicable building, fire, pollution and other related codes.

Licensee shall not alter or modify any portion of the Park without first obtaining written approval from the County. Construction or permanent fixtures are not permitted.

**40. Security and Protection:** The Licensee acknowledges and accepts full responsibility for the security and protection of its equipment, other personal property and money used in connection therewith. The County makes no warranties as to any obligation to provide security for the Concession, outside of standard security measures supplied by the County in general. Licensee may provide its own specialized security for the Concession, subject to the County's written approval.

**41. Hurricane Preparedness:** The Licensee shall follow the County's emergency evacuation and hurricane plan as set forth for the Concession, and further detailed in the County approved operations manual prepared by Licensee.

**42. Independent Licensee Relationship:** The Licensee is, and shall be, in the performance of all work services and activities under this License Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this License Agreement shall at all times, and in all places, be subject to the Licensee's sole direction, supervision and control. The Licensee shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Licensee's relationship and the relationship of its employees to the County shall

be that of an independent contractor and not as employees and agents of the County.

The Licensee does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this License Agreement.

43. **Inspection by County:** The County shall have the authority to make periodic reasonable inspections of all of the Concession, equipment, and operations during the normal operating hours thereof to determine if such are being maintained in a neat and orderly condition. The Licensee shall make any improvements in cleaning or maintenance methods reasonably required by the County. Such periodic inspections may also be made at the County's discretion to determine whether the Licensee is operating in compliance with the terms and provisions of this License Agreement.
44. **Right of Entry:** The County or any of its agents shall have the right to enter upon the Concession at all reasonable times, whether or not during normal business hours, to examine same.
45. **Permits and Regulations:** Licensee covenants and agrees that Licensee will obtain any and all necessary permits and approvals and that all uses of the Licensed property will be in conformance with all applicable laws.
46. **Damage or Destruction of Property:** In all events, Licensee shall repair all damages to the Park caused by the Licensee, its employees, agents, contractors or sub-consultants. In the event that the Park is completely destroyed or so damaged that it will remain unusable for more than thirty (30) days, through no fault of the Licensee, its employee, agents, contractors or sub-consultants, the Licensee and the County shall be under no obligation to repair and reconstruct the premises, and adjustment of the Guaranteed Monthly Rent payable hereunder shall be proportionately made up to the time of such damage or destruction, and the portion of the License Agreement which pertains to such destroyed premises shall cease and terminate, and all adjustments which are proper including restoration of the site to a clean, neat and usable condition shall be made accordingly. However, at the option of the County, and through negotiations pertaining to all matters for continuing the premises in a License Agreement, the Licensee may reconstruct the premises at its own cost.
47. **Diminution for County's Repair:** Except as elsewhere specifically provided in this License Agreement, there shall be no allowance to Licensee for a diminution of rental value and no liability on the part of the County by reason of inconvenience, annoyance or interference with Licensee's business arising from the County or its agents making any repairs, replacements, alterations, decorations, additions or improvements in or to any portion of the Park, or in or to fixtures, appurtenances or equipment thereof, provided such work (except in case of emergency and to the extent practical) does not unreasonably interfere with Licensee's use of the Concession.
48. **Performance of Obligations:** Licensee covenants at all times to perform promptly all of the obligations of Licensee set forth in this License Agreement.
49. **Ingress and Egress:** Subject to rules and regulations, statutes and ordinances, and terms of this License Agreement governing the use of the Concession, Licensee, its agents and servants, patrons and invitees, and its suppliers of service and furnishers of materials shall have right of ingress and egress to and from the premises.
50. **Assignment, Sub-Contracting and Successors in Interest:**

- A. Licensee shall not assign, pledge or otherwise encumber this License Agreement or any portion thereof, nor any property associated with this License Agreement without prior written approval of the County. Unapproved assignment, pledging or encumbering shall be grounds for immediate termination of this License Agreement. It is agreed that all terms and conditions of this License Agreement shall extend to and be binding on assignees and other successors as may be approved by the County.
- B. Licensee shall not enter into any sub-contracting Agreement for services required to be provided under this License Agreement without prior written approval of the County. Unapproved sub-contracting shall be grounds for immediate termination of this License Agreement. It is agreed that all terms and conditions of this License Agreement shall extend to and be binding on any sublicensees, including percentage payments on gross receipts as defined in this License Agreement. Licensee shall be liable for acts and omissions by any sublicensee affecting this License Agreement. The County reserves the right to directly terminate (and pursue any applicable remedy) any sublicensee of the Licensee for any cause for which Licensee may be terminated.
- Any sub-contracting Agreement for License Agreement services must be made available and accounted for through the Licensee so as to provide seamless service to the public as if provided directly by the Licensee.
- C. Should the Concession reside in a geographic area that incorporates, becoming an independent municipality, the rights and obligations granted the County under this License Agreement will automatically be assigned, if, and upon the Park's conveyance to the municipality or may be terminated by 30 days' notice by either party to the other party.
51. **Ownership of Licensee:** The ownership of the Licensee is very important to the County. Therefore, the County reserves the right to terminate this License Agreement at any time if more than 10% of the ownership of the Licensee has not been specifically approved by the County. The County shall reject any proposed new owner for any reason it believes is in the best interests of the public. Licensee agrees to provide on 24-hour notice to the County an accurate list of all owners of the Licensee, showing the percentage of ownership of each owner, and, any change of corporate name or corporate ownership. Licensees, for which stock is listed on a major stock exchange, may be wholly or partially exempted from the list requirement of this paragraph at the discretion of the County.
52. **Proprietary Information:** As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.
53. **County's Property Insurance:** Any insurance the County may maintain shall not cover Licensee's Concession or personal property. Licensee shall not violate, or permit the violation of, any condition imposed by any of the County's insurance policies, and shall not do, or permit anything to be done, or keep or permit anything to be kept in the Concession which would increase the fire or other property or casualty insurance rate on the property therein over the rate which would otherwise then be in effect (unless Licensee pays the resulting increased amount of premium as provided under the further terms hereof), or which would result in insurance companies of good standing refusing to insure the same or any of such property in amounts and at normal rates reasonably satisfactory to the County. If, by reason of any act or omission on the part of Licensee, the rate of property insurance on the Concession or the Park or equipment or other property of the County shall be higher than it otherwise would be, Licensee shall reimburse the County, on demand, for that part of the

premiums for property insurance paid by the County because of such act or omission on the part of Licensee, which sum shall be deemed Percentage Fee for purposes of collection only.

54. **Indemnification and Insurance:** The Licensee shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Agreement by the Licensee its employees, agents, servants, partners, principals or sublicensees. The Licensee shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Licensee expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Licensee shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The Licensee shall furnish to Miami-Dade County Vendor Assistance Section, Department of Procurement Management, Administration Division, 111 N.W. 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance as required by Chapter 440, Florida Statutes, including, if applicable, coverage under the U.S. Longshoremen and Harbor Workers Act and Jones Act Coverage.
- B. Commercial General Liability Insurance- this policy shall be endorsed to include Products & Completed Operations Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Coverage must include advertising liability. Miami-Dade County must be shown as an additional insured with respect to this coverage.
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

If vessels are utilized, the following is required in addition to the above requirements:

- D. Protection and Indemnity Insurance, in an amount not less than \$1,000,000.00 covering combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

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

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

or

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

and

Any Protection and Indemnity Mutual which is a member of the International Group of Protection and Indemnity insurers (Applies to Protection and Indemnity as required in D above).

**CONTINUITY OF COVERAGE**

The Licensee shall be responsible for assuring that the insurance documentation required in conjunction with this subsection remain in force for the duration of the agreement period, including any and all option years. The Licensee will be responsible for submitting renewal insurance documentation prior to expiration.

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 "B" as to management, and no less than "Class V" as to strength, by A.M. Best Company, Oldwick, New Jersey.

or

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

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

**CERTIFICATE HOLDER MUST READ:**

**MIAMI-DADE COUNTY  
111 NW 1<sup>st</sup> STREET  
SUITE 2340  
MIAMI, FL 33128**

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

Award of this License Agreement is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after County's notification to Licensee to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this License Agreement, the Licensee shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the Licensee fails to submit the required insurance documents in the manner prescribed in this License Agreement within twenty (20) calendar days after County's notification to comply, the Licensee shall be in default of the contractual terms and conditions and award of the License Agreement will be rescinded, unless such time frame for submission has been extended by the County.

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

55. **Liability for Damage or Injury:** The County shall not be liable for damage or injury which may be sustained by any party or persons at the Concession other than the damage or injury if and to the extent caused solely by the negligence of the County, its agents and employees while in the course of County business, and as limited by Section 768.28, Florida Statutes.
56. **No Liability For Personal Property:** All personal property placed or moved in the licensed property above described shall be at the risk of Licensee or the owner thereof. County shall not be liable to Licensee or any third party for any damage to said personal property unless solely caused by negligence of County, County's agents or employees, subject to all limitations of Florida Statutes, Section 768.28.
57. **Patent and Copyright Indemnification:**
- a) The Licensee warrants that all Work furnished hereunder, including but not limited to, wall murals, and the like, shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.
- b) The Licensee shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any wall murals, and the like, in the course of performance or completion of, or in any way connected with, the Works, or the County's continued use of the Work furnished hereunder. Accordingly, the Licensee at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.
- c) In the event any Work or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Licensee shall have the obligation to, at the County's option to (i) modify, or require that the applicable sublicensee or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Licensee's expense, the rights provided under this License Agreement to use the item(s).
- d) The Licensee shall be solely responsible for determining and informing the County whether a prospective supplier or sublicensee is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Work hereunder. The Licensee shall enter into agreements with all suppliers and sublicensees at the Licensee's own risk. The County may reject any Work that it believes to be the subject of any such

litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

**58. Manner of Performance:**

A. The Licensee agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Licensee's personnel performing services hereunder at the behest of the County. Removal and replacement of any Licensee's personnel as used in this Paragraph shall not require the termination and or demotion of such Licensee's personnel.

B. The Licensee agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Licensee agrees to adjust its personnel staffing levels or to replace any of its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

C. The Licensee warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.

D. The Licensee shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

E. The Licensee shall comply with all provisions of all Federal, State and local laws, statutes, ordinances, and regulations that are applicable to the performance of this License Agreement.

**59. Temporary Ceasing of Operations Due to Emergency:**

The County reserves the right to require that Licensee cease operations for an emergency as judged in the sole discretion of the County, for a period of time as is deemed by the County necessary to reestablish safe conditions for further operations of the Concession. Additionally, the County reserves the right to require that the Licensee cease operations for any extended period as may be required by County following an event which may cause a sport operated by the Concession to be deemed unsafe. In this event, the County and Licensee would meet to decide if the Concession should reinstate such sport and/or decide if continuing one operation of the Concession is deemed in the best interest of the County.

**60. Severability:**

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

**61. Termination by County: Including but not limited to the occurrence of any of the following may cause this License Agreement to be terminated by the County upon the terms and conditions also set forth below.**

- A. Automatic Termination upon written notice by the County if any of the following occurs:
1. Institution of proceedings in voluntary bankruptcy or reorganization by the



- Licensee.
- ii. Institution of proceedings in involuntary bankruptcy against the Licensee if such proceedings continue for a period of ninety (90) days.
  - iii. Assignment by Licensee for the benefit of creditors.
  - iv. Abandonment or discontinuation of operations for more than a 24 hour period without prior written approval from the County.
  - v. The discovery of any misstatement in the Licensee's Proposal leading to award of this License Agreement, which in the determination of the County significantly affects the Licensee's qualifications to perform under the License Agreement
  - vi. Unapproved change of ownership interest in Licensee and/or failure to submit the ownership list within 24 hours upon the request of the County.
  - vii. Failure to cease any activity which may cause limitation of County's use of the Park.
  - viii. A final determination in a court of law in favor of the County in litigation instituted by the Licensee against the County or brought by the County against Licensee.
- B. Termination after seven (7) calendar days written notice by the County either by posting on or at the Concession and by certified or registered mail to any known address of Licensee set forth in this License Agreement hereof for doing any of the following:
- i. Non-payment of any sum or sums due hereunder after the due date for such payments; provided, however, that such termination shall not be effective if Licensee makes the required payment(s) during the seven (7) calendar day period following mailing of the written notice. Additionally, the County may sue for Guaranteed Monthly Rent and Percentage Fee for the unexpired term of this License Agreement.
  - ii. Notice of any condition posing a threat to health or safety of the public or patrons and not remedied within the seven (7) calendar day period from receipt of written notice.
- C. Termination after fourteen (14) calendar days from receipt by Licensee of written notice having either been posted on or at the Concession or by certified or registered mail to the address of the Licensee set forth in this License Agreement:
- i. Non-performance of any covenant of this License Agreement other than non-payment of rent or performance fees and others listed in A and B above, and failure of the Licensee to remedy such breach within the fourteen (14) calendar day period from receipt of the written notice.
- D. Revenue Control and Audit Defaults: The inability or failure of the Licensee to provide the County with an unqualified certified statement of Gross Sales, or to strictly adhere to the revenue control procedures established in this License Agreement shall constitute a non-curable default and in such event the County shall have the right to terminate this License Agreement upon seven (7) calendar days written notice to the Licensee. In addition to termination for such default, the County shall be entitled to collect damages in the full amount of the payments of the security deposit required in this License Agreement.
- E. Habitual Default: Notwithstanding the foregoing, in the event that the Licensee has repetitively defaulted or breached four (4) times within a 12 month period, in the performance of or breached any of the terms, covenants and conditions required herein to be kept and performed by the Licensee, regardless of whether the Licensee has cured each individual condition of breach or default as provided herein above, the Licensee may be determined by the County to be an "habitual violator". At the time that such determination is made, County shall issue to the Licensee a written notice advising of such determination and citing the circumstances therefore. Such notice shall also advise the Licensee that there shall be no further notice or grace periods to correct any subsequent breaches or defaults and that any subsequent breach(es) or default(s), of whatever

nature, taken with all previous breaches and defaults, shall be considered cumulative and, collectively, shall constitute a condition of non-curable default and grounds for immediate termination of this License Agreement. In the event of any such subsequent breach or default, County may cancel this License Agreement upon the giving of written notice of termination to the Licensee, such cancellation to be effective upon the tenth (10th) day following the date of receipt thereof and all payments due hereunder shall be payable to said date, and the Licensee shall have no further rights hereunder. Immediately upon receipt of said notice of termination, the Licensee shall discontinue its operations at the Concession, and proceed to remove all its personal property in accordance with this License Agreement.

In the event that the County terminates this License Agreement by operation of any of the provisions as stated in this License Agreement, then in addition to other rights and remedies available to the County under the law, the County may accelerate the rental payments under this License Agreement, whereupon the entire balance owed by the Licensee under this License Agreement shall become immediately due and payable without further notice or demand.

- F. In addition to cancellation or termination as otherwise provided in this License Agreement, the County may at any time, in its sole discretion, with or without cause, halt or terminate this Agreement by written notice to the Contractor.

In this event, the County shall not be liable for any compensation to the Licensee or responsible for any lost revenues or legal fees caused as a result of this termination.

**62. Event of Default:**

A. An Event of Default shall mean a breach of this License Agreement by the Licensee. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include to the following:

- I. the Licensee has not provided services on a timely basis;
- II. the Licensee has refused or failed to supply enough properly skilled Staff Personnel;
- III. the Licensee has failed to make prompt payment to sublicensees or suppliers for any Services;
- IV. the Licensee has become insolvent (other than as Interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Licensee's creditors, or the Licensee has taken advantage of any Insolvency statute or debtor/creditor law or if the Licensee's affairs have been put in the hands of a receiver;
- V. the Licensee has failed to obtain the approval of the County where required by this License Agreement;
- VI. the Licensee has failed to provide "adequate assurances" as required under section "B" below; or
- VII. the Licensee has failed in the representation of any warranties stated herein.

B. When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Licensee's ability to perform the Services or any portion thereof, the County may

request that the Licensee, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Licensee's ability to perform in accordance with the terms of this License Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Licensee for portions of the Services which the Licensee has not performed. In the event that the Licensee fails to provide to the County the requested assurances within the prescribed time frame, the County may:

- i. treat such failure as a repudiation of this License Agreement; and
  - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- C. In the event the County shall terminate this License Agreement for default, the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.
63. **Notice of Default – Opportunity to Cure:** If an Event of Default occurs in the determination of the County, the County may so notify the Licensee ("Default Notice"), specifying the basis for such default, and advising the Licensee that such default must be cured immediately or this License Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Licensee to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Licensee has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Licensee shall discontinue the Services upon the Termination Date.
64. **Remedies in the Event of Default:** If an Event of Default occurs, the Licensee shall be liable for all damages resulting from the default, including, but not limited to:
- a) lost revenues;
  - b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and
  - c) such other direct damages.

The Licensee shall also remain liable for any liabilities and claims related to the Licensee's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

65. **Termination for Fraud:**

A. The County may immediately terminate this License Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.

B. The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

C. The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance

with the County debarment procedures. The Licensee may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

66. **Termination by Licensee:** Licensee shall have the right upon thirty (30) calendar days from receipt of written notice to the County by certified or registered mail to the address set forth in this License Agreement to terminate this License Agreement at any time after the occurrence of one or more of the following events:
- A. A breach by the County of any of the terms, covenants or conditions contained in this License Agreement and the failure of the County to remedy such breach for a period of ninety (90) calendar days after receipt of written notice sent by registered or certified mail, return receipt requested, from the Licensee, of the existence of such breach.
- B. The assumption by the United States Government or any authorized agency thereof, or any other governmental agency, of the operation, control, or use of the Park, or any substantial part, or parts, thereof in such a manner as substantially to restrict Licensee's operations for a period of ninety (90) calendar days or more.
67. **Surrender of Concession:** At the expiration or earlier termination of the term of this License Agreement, Licensee shall peaceably surrender the Concession in as good a condition as the Concession was on the Commencement Date of this License Agreement. Licensee's obligation to observe and perform the covenants set forth in this paragraph shall survive the expiration or earlier termination of the term of this License Agreement.
68. **Termination of Agreement:** Following the termination of this License Agreement the Licensee, within fifteen (15) calendar days, or earlier if determined by the County, shall forthwith remove all of its personal property not acquired under the terms of this License Agreement. Any personal property of Licensee not removed in accordance with this paragraph may be removed by the County for storage at the cost of the Licensee or shall constitute a gratuitous transfer of title thereof to the County for whatever disposition is deemed to be in the best interests of the County. The County shall not be liable to Licensee for the safekeeping of Licensee's personal property during or after termination of this License Agreement. Licensee shall be liable to the County for any expenses incurred by the County in replacing any items wrongfully removed by Licensee. It is the intention of the parties to this License Agreement that all furnishings and equipment purchased or licensed by the Licensee as defined under the laws of the State of Florida, shall be the personal property of the Licensee. Upon the termination of this License Agreement and the removal of all personal property by Licensee, the Licensee shall deliver said premises to the County in the condition set forth in this Paragraph.
69. **Holding Over:** If Licensee continues to use and operate the Concession after the expiration of the term of this License Agreement, or any option period, without a new License Agreement reduced to writing and duly executed and delivered (even if Licensee shall have paid, and County shall have accepted, payment in respect to such unauthorized operations), Licensee shall be deemed to be operating and using the Concession only from month-to-month, subject to all covenants, conditions, and agreements of this License Agreement. If Licensee fails to surrender the Concession upon the termination of this License Agreement, then Licensee, in addition to any liabilities to County accruing therefrom, shall indemnify and hold harmless the County and its assigns and agents from loss or liability resulting from such failure, including, without limiting the generality of the foregoing, any claims made by any succeeding Licensee on such failure.

70. **Mechanics', Materialmen's and Other Liens:** Licensee agrees that it will not permit any mechanic's, materialmen's or other liens to stand against the Concession or the Park for work or materials furnished to Licensee; it being provided, however, that Licensee shall have the right to contest the validity thereof. Licensee shall immediately pay any judgment or decree rendered against Licensee, with all proper costs and charges, and shall cause any such lien to be relicensed off record without cost to County.
71. **Lien:** The County shall have a lien upon all personal property of the Licensee on the Concession to secure the payment to the County of any unpaid money accruing to the County under the terms of this License Agreement.
72. **Limiting Legislative or Judicial Action:** In the event that any municipal, county, state, or federal body of competent jurisdiction passes any law, ordinance, or regulation in any way restricting or prohibiting the use of the Park for the purposes of this License Agreement, this License Agreement will be null and void and unenforceable by any party to this License Agreement and the County shall have no further liability under this License Agreement. In the event that a referendum vote of the electorate of the County in any way restricts or prohibits the use of the Concession for the purposes of this License Agreement, this License Agreement will be null and void and unenforceable by any party to this License Agreement and the County shall have no further liability under this License Agreement. If the County deems the License Agreement null and void by function of this Paragraph, the County will not be liable to the Licensee for damages arising therefrom and the County shall have no further liability under this License Agreement.
73. **Non-Discrimination:** Licensee does hereby for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, covenant and agree that:
- i. No person on the ground of race, color, religion, national origin, sex, sexual orientation, age, residency within or outside Miami-Dade County, or handicap shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said Concession, except as provided by law.
  - ii. In the construction of any improvements on, over, or under such land and the furnishings of services thereon, no person on the ground of race, color, religion, national origin, sex, sexual orientation, age, residency within or outside Miami-Dade County, or handicap shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination, except as provided by law.
  - iii. The Licensee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 45, Code of Federal Regulations, Article 80, Non-discrimination under programs receiving Federal Assistance through the County of Health, Education and Welfare - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
  - iv. In the event of breach of any of the above non-discrimination covenants, the County shall have the right to terminate the License Agreement and re-enter and repossess said Concession thereon and hold the same as if said License Agreement had never been made or issued. This provision shall not be effective, where applicable, until the procedures of Title 45, Code of Federal Regulations, Part 80, are followed and completed including exercise or expiration of appellate rights.
  - v. The Licensee shall not discriminate against any employee or applicant for

employment in the performance of the License Agreement with respect to hiring, tenure, terms, conditions, or privileges of employment because of age, sex or physical handicap (except where based on a bona fide occupational qualification); or because of marital status, color, religion, national origin, or ancestry.

**74. Conflict of Interest:**

The Licensee represents that:

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

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

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

ii) Is an employee, agent, advisor, or consultant to the Licensee or to the best of the Licensee's knowledge any sublicensee or supplier to the Licensee.

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

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

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

**75. Press Release or Other Public Information:** Under no circumstances shall the Licensee without the express written consent of the County:

A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Services being performed hereunder, unless the Licensee first obtains the written approval of the County. Such approval may be withheld if for any

reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

B. Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and

C. Except as may be required by law, the Licensee and its employees, agents, sublicensees and suppliers will not represent, directly or indirectly, that any product or service provided by the Licensee or such parties has been approved or endorsed by the County.

76. **No Waiver of Right to Enforce:** The waiver by County of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or any subsequent breach of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of Guaranteed Monthly Rent and Percentage Fee hereunder by County shall not be deemed to be a waiver of any preceding breach by Licensee of any term, covenant, or condition of this License Agreement, other than the failure of Licensee to pay the particular Guaranteed Monthly Rent and Percentage Fee so accepted, regardless of County's knowledge of such preceding breach at the time of acceptance of such Guaranteed Monthly Rent and Percentage Fee.

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

78. **Authority Of The County's Project Manager:**

A. The Licensee hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this License Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the License Agreement; negligence, fraud or misrepresentation before or subsequent to acceptance of the Licensee's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

B. The Licensee shall be bound by all determinations or orders and shall promptly obey and follow every order of the County's Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Licensee agrees with the County's Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the County's Project Manager as soon thereafter as is practicable.

C. The Licensee must, in the final instance, seek to resolve every difference concerning the License Agreement with the County's Project Manager. In the event that the Licensee and the County's Project Manager are unable to resolve their difference, the Licensee may initiate a dispute in accordance with the procedures set forth in this Paragraph. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

D. In the event of such dispute, the parties to this License Agreement authorize the County Mayor or designee, who may not be the County's Project Manager or anyone associated with this project, acting personally, to decide all questions arising out of, under, or in connection

with, or in any way related to or on account of the License Agreement (including but not limited to claims in the nature of breach of the License Agreement, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's or designee's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Mayor within 10 days of the occurrence, event or act out of which the dispute arises.

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

**79. Mutual Obligations:**

A. Nothing in this License Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

B. In those situations where this License Agreement imposes an indemnity obligation on the Licensee, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Licensee fails to diligently defend such claims, and thereafter seek indemnity for costs from the Licensee.

**80. Rights Reserved to County:** All rights not specifically granted to the Licensee by this License Agreement are reserved to the County. The designation of any particular remedy for the County is without prejudice to any other relief available in law or equity, and all such relief is reserved to the County.

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

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

**83. Audits:** Pursuant to County Ordinance No. 03-2, the Licensee will grant access to the



Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Licensee agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

**84. Local, State and Federal Compliance Requirements:**

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

A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.

B. Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.

C. Environmental Protection Agency (EPA), as applicable to this Contract.

D. Miami-Dade County Code, Chapter 11A, Article 3. All Licensees and sublicensees performing work in connection with this License Agreement shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Licensee agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

E. "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.

F. Miami-Dade County Code Section 10-38 "Debarment".

G. Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.

H. Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

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

**85. Inspector General Reviews:**

***Independent Private Sector Inspector General Reviews***

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Licensee shall make available to the IPSIG retained by the County, all requested records and

documentation pertaining to this License Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Licensee's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Licensee, its officers, agents, employees, sublicensees and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Licensee in connection with this License Agreement. The terms of this Paragraph shall not impose any liability on the County by the Licensee or any third party.

***Miami-Dade County Inspector General Review***

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Licensee. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and License agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

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

Upon written notice to the Licensee from the Inspector General or IPSIG retained by the Inspector General, the Licensee shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG

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

**86. Vendor Registration and Forms/Conflict of Interest:**

**a) Conflict of Interest**

Section 2-11.1(d) of Miami-Dade County Code requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. For additional information, contact the Ethics Commission hotline at (305) 579-2593.

**b) Vendor Registration**

The Licensee shall be a registered vendor with the County's Department of Procurement Management, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, Licensee confirms its knowledge of and commitment to comply with the following:

- |  |  |
|--|--|
| <p>1. <i>Miami-Dade County Ownership Disclosure Affidavit</i><br/>(Section 2-8.1 of the County Code)</p> <p>2. <i>Miami-Dade County Employment Disclosure Affidavit</i><br/>(Section 2-8.1(d)(2) of the County Code)</p> <p>3. <i>Miami-Dade County Employment Drug-free Workplace Certification</i><br/>(Section 2-8.1.2(b) of the County Code)</p> <p>4. <i>Miami-Dade Disability and Nondiscrimination Affidavit</i><br/>(Section 2-8.1.5 of the County Code)</p> <p>5. <i>Miami-Dade County Debarment Disclosure Affidavit</i><br/>(Section 10.38 of the County Code)</p> <p>6. <i>Miami-Dade County Vendor Obligation to County Affidavit</i><br/>(Section 2-8.1 of the County Code)</p> <p>7. <i>Miami-Dade County Code of Business Ethics Affidavit</i><br/>(Section 2-8.1(f) and 2-11(b)(1) of the County Code through (g) and (9) of the County Code and Section 2-11.1(c) of the County Code)</p> <p>8. <i>Miami-Dade County Family Leave Affidavit</i><br/>(Article V of Chapter 11 of the County Code)</p> <p>9. <i>Miami-Dade County Living Wage Affidavit</i><br/>(Section 2-8.9 of the County Code)</p> | <p>10. <i>Miami-Dade County Domestic Leave and Reporting Affidavit</i><br/>(Article 8, Section 11A-60 11A-67 of the County Code)</p> <p>11. <i>Subcontracting Practices</i><br/>(Ordinance 97-35)</p> <p>12. <i>Subcontractor/Supplier Listing</i><br/>(Section 2-8.8 of the County Code)</p> <p>13. <i>Environmentally Acceptable Packaging</i><br/>(Resolution R-738-92)</p> <p>14. <i>W-9 and 8109 Forms</i><br/>(as required by the Internal Revenue Service)</p> <p>15. <i>FEIN Number or Social Security Number</i><br/>In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:</p> <ul style="list-style-type: none"> <li>▪ Identification of individual account records</li> <li>▪ To make payments to individual/contractor for goods and services provided to Miami-Dade County</li> <li>▪ Tax reporting purposes</li> </ul> |
|--|--|

- To provide a unique Identifier in the vendor database that may be used for searching and sorting departmental records

8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.

**16. Office of the Inspector General**  
(Section 2-1076 of the County Code)

**18. Antitrust Laws** By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida

**17. Small Business Enterprises**  
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-

**87. First Source Hiring Referral Program:**

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the Program are available at <https://lapps.southfloridaworkforce.com/firstsource/> or by contacting the SFWIB at (305) 594-7615, Extension 407.

**88. E-Verify:**

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

**89. Survival:**

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

IN WITNESS WHEREOF, the parties have executed this License Agreement effective as of the contract date herein above set forth.

Licensee

By: Adventure Sports, INC.

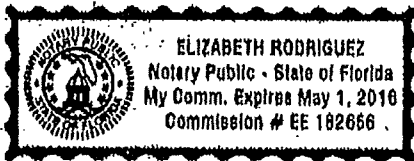
Name: Kent Marin Kouss

Title: President

Date: 7-15-13

Attest: [Signature]  
Corporate Secretary/Notary Public

Corporate Seal/Notary Seal



Miami-Dade County

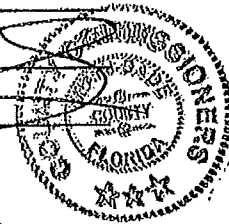
By: [Signature]

Name: Carlos A. Gomez

Title: Mayor

Date: 8/22/13

Attest: [Signature]  
Clerk of the Board



Approved by County Attorney as to form and legal sufficiency

## APPENDIX A SCOPE OF SERVICES

### 2.1 Background

Miami-Dade County Parks, Recreation and Open Spaces PROS is one of the busiest and largest leisure service agencies in the United States. Each year, 25 million people use PROS's system to safely recreate, enjoy nature, become more physically fit, and to connect with neighbors, friends and pets. The Licensee shall provide all necessary work and services to operate a water sports program as further detailed herein at Matheson Hammock Park located at 9601 Old Cutler Road, Miami, Florida.

### 2.2 Objectives

The Licensee shall operate a high quality and customer-oriented water sports concession at Matheson Hammock Park with well-maintained equipment and experienced staff. The Licensee shall offer water sports programs and services normally associated with the water sports industry to include:

1. Stand-up paddleboard rentals and instruction
2. Kite board rentals and instruction
3. Kayak Rentals and instruction
4. Ferry Service to other kite boarding locations / offshore instruction (motorized craft Permitted)
5. Windsurfing
6. Compression services to aid riders in kite inflation
7. Launch and landing support for solo kite riders
8. Retail Sales (only items consistent with operations)
9. Bicycle Rental

Note: The County specifically excludes paddle boats and sailing.

Additional services that may be considered part of this concession with approval from PROS include:

1. Stand-Up Paddleboard fitness and yoga classes in the atoll pool
2. Water sports at the south shore wading beach area
3. Water sports related fitness activities throughout Matheson Hammock Park

The Licensee shall operate its Program and supervise/instruct its customers in a manner that keeps all patrons of the park safe and so that its customers adhere to strict safety guidelines.

### 2.3 Site Description

Matheson Hammock Park - 9610 Old Cutler Road Miami, FL 33156. The Operating Area and strict areas allowed for water sports activities is in accordance with Exhibits A-1 and A-2 (Site Maps). The operations at Matheson Hammock Park will be based in the parking lot area north of the restaurant currently operated as Red Fish Grill. In accordance with the current City of Coral Gables' rules and regulations, construction or permanent structures are not permitted. Connections for electricity and water are non-existent. Public restrooms and parking spaces are available.

### 2.4 Qualifications

The Licensee and/or its independent contractors warrants that it meets and will continue to meet, to the County's satisfaction, the following qualifications:

- Five (5) years' experience in kite boarding, paddle boarding and water sports programs;
- Knowledge of business operations and the legal requirements associated with this type of operation;
- Experience in the design, permitting and operation of a water sports area;
- Adequate financial capacity to develop the site and maintain operations;
- Ability to acquire and maintain required licenses to operate the water sports area;
- IKO or PASA certification utilizing IKO or PASA certified instructors;
- Individual(s) certified in CPR, First Aid and Basic Water Rescue/ Safety;
- Availability of rescue craft to properly respond to safety incidents.

The Licensee shall utilize a watercraft for safety/operational purposes. The Licensee must request written approval from PROS project manager for the type of craft to be used, prior to operations commencing under this Agreement. Additionally, the Licensee's employees who will operate any motorized crafts shall complete a Florida state-approved safe boating course.

Note: All required certifications must be in place prior to the start of operations of the water sports area. The required certifications are a continuing obligation of the Licensee throughout the duration of this agreement.

## **2.5. Operation and Quality of Services**

### **A) The Licensee shall:**

1. Provide all supplies and equipment for the optimal performance of the Concession. The equipment, which must be in new or almost-new condition at all times, shall include kayaks, kite boards, kites, paddleboards, helmets, life jackets, harnesses and all necessary related items. It is required that all equipment be sanitary and maintained in the condition necessary to guarantee the safety of the patrons.
2. Maintain at least one (1) water safety supervisor who is certified in CPR, first aid and Basic Water Rescue / Safety, present at launch/ landing area at all times during operating hours.
3. Maintain at least one (1) rescue craft available at launch/landing area with properly trained personnel to immediately respond to safety incidents.
4. Maintain a presence at the designated operating area to watch the participants and ensure that all patrons, including independent participants, comply with all applicable rules and regulations regarding the use of Matheson Hammock Park. It shall be the duty and obligation of the Licensee to enforce all guidelines and regulations. The water sports concession shall close immediately if the Licensee is unable to supervise its patrons to a level acceptable to the Park Manager.
5. Require that all patrons who rent equipment from the Licensee, receive instruction from Licensee or participate independently, sign the "release of liability" forms ("Waiver"). Waiver shall be provided by Licensee and approved by the County. The Licensee agrees to keep and store in a safe location all such Waivers for the entire term of this Agreement and, at the expiration or earlier termination of this Agreement, to deliver all such records to PROS at the Matheson Hammock Park Office.
6. Make available safety equipment to include chest protectors, break-away tethers and helmets for use at an approved rental fee.

7. For kite boarding: Only Level III kite boarders may waive the use of recommended safety gear at their own risk.
8. Ensure that all patrons renting kayaks, stand-up paddleboards and kite boards are of a sufficient skill level to adequately operate the craft and know how to execute proper safety procedures.
9. Ensure that kite boarding instructors provide adequate and proper kite boarding instruction so that participants are familiar with Matheson Hammock Park rules governing kite boarding. Additionally, participants must have an understanding of the skills necessary for safe kite boarding and demonstrate those skills to the Licensee's satisfaction. Matheson Hammock Park requires that all kite boarders possess at least a Level 3 certification with IKO or PASA to kite board without close instructor supervision.
10. Ensure to attach visual proof of check-in / rider type (such as streamer or equivalent) to every kite boarder or kite board. Students and independent participants are to be included.
11. Reinforce corridor and "no kite zone" with permanent marker buoys and maintain contact with lifeguards/park office via cellular phone.
12. Provide an operation that is safe and customer-oriented with prompt complaint resolution by well-trained and professional staff.
13. Provide high quality customer service and reasonably adjust program and service offerings to meet customer demands, including establishing regular hours of operation, subject to approval by PROS.
14. Provide all services and concessions at fees and prices as approved by PROS. Such services, types of concessions, and charges may be modified only by written request of the Licensee to PROS and upon approval by PROS. Such approval shall be in writing at least 30 days prior to implementation of the modification.
15. Pay for all operating expenses associated with the day-to-day operations of the water sports area.
16. Have an emergency plan and hurricane plan, to include how the Licensee shall secure the site in the event of a hurricane; which shall be included in the Operations Manual.
17. Ensure that employees are distinctively uniformed so as to be distinguishable as the Licensee's staff and not PROS employees.
18. Promote the Park's offerings through marketing and the quality provision of all concession services with the highest level of service to the public. Promotional flyers or advertisements for special events shall include the Miami-Dade County or PROS logo. The Licensee shall submit a sample or mock-up of such publicity or materials to PROS for review and approval.
19. Ensure the water sports area remains in safe, clean, and usable condition on a daily basis, to include, but not be limited to, removing debris from the water sports area and



shoreline, inspecting and maintaining all equipment, and maintaining the concession area as well as performing regular trash removal and maintenance of the Site and associated grounds, etc., as applicable, at its own expense.

20. Take proper care of the facilities and use the same in a careful manner and shall, at its own expense, repair PROS property or facilities damaged by its (or its independent contractors') operations.

21. Store equipment on site in designated areas only. PROS will not be responsible for any loss or damage of the Licensee's equipment or supplies.

22. Provide a concession operation during normal hours to serve park patrons. Food and beverage sales are not permitted at this site.

23. Utilize an electronic cash register for all transactions. The cash register must have the ability to produce "Z" reports (i.e., sales totals for each day) and "X" reports (i.e., sales totals at any given time); run dual tapes, or have the ability to print out an itemized account of each transaction each day; and print the date and time on journal tape and on each individual sales receipt.

24. Develop a process for coordinating requests from the public or outside entities requesting use of the water sports area (e.g., for competitions, tournaments, or training purposes).

25. Employ a qualified, full-time on-site manager or designee who will be available during normal business hours and be on call, at all times, for emergencies or other matters related to the water sports area.

B) In the event the Licensee wishes to include an additional related water sport concession activity/item, the Licensee will prepare a proposal with associated fees and potential revenue to PROS for its review and consideration. After the approval of any water sport concession activity / item, the Licensee shall include it in the Operations Manual and adhere to requirements of that additional activity / item.

C) Food and beverage sales are not permitted at this site.

D) All activities and operations of the Licensee must conform to and comply with applicable federal, state and local safety guidelines for all water sports, Chapter 26 of the Park and Recreation Rules and Regulations, Article 7 of the Charter of Miami-Dade County and the applicable rules and regulations of the Park.

E) The Licensee shall prepare an Operations Manual for the Matheson Hammock Water sports Concession and present to PROS for approval. Once approved, the Licensee shall adhere to the requirements of the Operations Manual. The Operations Manual shall include the requirements as stated above.

## **2.6 County Responsibilities**

PROS shall provide the Licensee with designated operating area to include parking.

**2.7 Hours of Operation**

Licensee will open concession daily at Matheson Hammock Park (unless inappropriate weather conditions do not allow for safe operations). Water sports activities are allowed only during regular hours of operation.

The specific hours of operation of the concession will be as follows:

1. During summer (from May, Memorial Day to September, Labor Day)  
All weekdays and weekends from 9:30 AM until 7:00 PM
2. During winter (the day after Labor Day to one day before Memorial Day)  
All weekdays and weekends from 9:30 AM until 6:00 PM

Special events held outside of normal hours for the Park shall be subject to the approval of PROS. For any special events, the Licensee shall complete a special events application for PROS approval at least 30 days in advance and coordinate with PROS to ensure there is not disruption to other park patrons and amenities.

PROS reserves the right to schedule special events that may preclude the water sports area from operating during a given event. PROS will use reasonable efforts to notify the Licensee as early as possible of these special events, but in no event later than two weeks prior to the special event. PROS may also close the park during inclement weather conditions.

**2.8 Conditions Restrictions and Signage**

The Licensee is responsible for determining safe weather conditions for each water sport and ceasing operations in accordance with standards established by the respective certifying water sports organization(s) and sound judgment.

The Licensee shall install and maintain signage as approved by PROS. At a minimum, signage shall include hours of operation, fees, and required safety guidelines. The Operation shall post a sign, in accordance with Chapter 26 of the Park and Recreation Rules and Regulations and Article 7 of the Charter of Miami-Dade County, when each activity is closed due to inappropriate weather or for any reason that restricts the respective activity. A staff member of the Licensee shall be required to be present to inform its customers that the Concession is closed. The Concession may remain open while specific activities are closed.

Removable sign(s) will be installed on-site daily by the Licensee. Sign(s) will display guidelines and boundaries, as well as registration requirements. Information signs shall be placed at the Concession area to remind patrons of necessary registration before riding. The same informational signs shall be placed at the entrance to Matheson Hammock Park.

**2.9 Payment Schedule**

A) Payments to the County are as stated in Agreement including articles 13, 14, 15 and other payment related provisions.

B) All paid activities which emanate from or utilize Matheson Hammock Park/Marina in any way, are considered part of Gross Receipts for this Concession regardless of how the activity was arranged, including via internet, at any other location, or through any other method.

**WATER ACCESS FEES AT CRANDON AND  
MATHESON HAMMOCK PARKS**

**ATTACHMENT D**

## Fernandez-Proenza, Jacqueline

---

**From:** Desvergunat, Jonathan (MDPR)  
**Sent:** Tuesday, March 06, 2018 10:22 AM  
**To:** Kent Marinkovic  
**Subject:** RE: Matheson Info - Rate Change Request

Thank you, Kent. Have a safe trip.

---

**From:** Kent Marinkovic [mailto:Kent@npusa.com]  
**Sent:** Tuesday, March 06, 2018 10:10 AM  
**To:** Desvergunat, Jonathan (MDPR) <Jonathan.Desvergunat@miamidade.gov>  
**Cc:** (PROS) Contract Management <PROSCONTRACTS@miamidade.gov>; McCrink, James (MDPR) <James.McCrink@miamidade.gov>; Bogaards, Jay (MDPR) <Jay.Bogaards@miamidade.gov>; Morgan, Tom (MDPR) <Tom.Morgan@miamidade.gov>  
**Subject:** Re: Matheson Info - Rate Change Request

This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected emails. Please click here if this is a suspicious message [reportspam@miamidade.gov](mailto:reportspam@miamidade.gov) **Enterprise Security Office**

---

Hi. I'm in Asia and will be back on Monday. I'll. Buzz you then if that's ok.

Kent.

Get [Outlook for iOS](#)

On Tue, Mar 6, 2018 at 10:38 PM +0800, "Desvergunat, Jonathan (MDPR)" <[Jonathan.Desvergunat@miamidade.gov](mailto:Jonathan.Desvergunat@miamidade.gov)> wrote:

Good morning Kent,

I've received feedback from Operations regarding the rate change request. The proposed rate increase for daily memberships from \$5 to \$15 has been approved. However, the department would like additional information regarding the annual membership increase from the proposed \$60 to \$175. We understand that the annual rate would be comparable to the other site. However, please provide further details to justify the almost 300% increase.

Please note: the department, as you know, has received customer complaints regarding memberships and the price increases.

I tried calling you to speak with you directly. Should you have any questions, please give me a call.

Regards,

**Jonathan Desverguñat**, Interim Contract Manager  
**Miami Dade County Parks, Recreation and Open Spaces Department**  
**Contracts Management & Procurement Division**  
275 NW 2nd Street, 5th Floor, Miami, FL 33128  
(305) 755-7974 Phone (305) 755-7890 Fax  
[www.miamidade.gov/parks](http://www.miamidade.gov/parks)

Connect With Us on [Twitter](#) | [Facebook](#) | [Instagram](#)



Please consider the environment before printing this e-mail.

*Miami-Dade County is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. E-mail messages are covered under such laws and thus subject to disclosure.*

---

**From:** Desvergunat, Jonathan (MDPR)  
**Sent:** Tuesday, February 13, 2018 9:17 AM  
**To:** 'Kent Marinkovic' <[Kent@npusa.com](mailto:Kent@npusa.com)>  
**Cc:** (PROS) Contract Management <[PROSCONTRACTS@miamidade.gov](mailto:PROSCONTRACTS@miamidade.gov)>  
**Subject:** RE: Matheson Info

Good morning Kent,

Thank you for your email and it was nice speaking with you as well. This would need to be approved by Operations (Park Manager, Regional Manager and Assistant Director for Stewardship Operations). I am not familiar with the timeline as I have not been part of the process in the past. I'll have my colleague Tyana Beasley route your request for approval and you can follow up with her next week. She is copied on this email.

Regards,

**Jonathan Desverguñat**, Interim Contract Manager  
**Miami Dade County Parks, Recreation and Open Spaces Department**  
**Contracts Management & Procurement Division**  
275 NW 2nd Street, 5th Floor, Miami, FL 33128  
(305) 755-7974 Phone (305) 755-7890 Fax  
[www.miamidade.gov/parks](http://www.miamidade.gov/parks)  
Connect With Us on [Twitter](#) | [Facebook](#) | [Instagram](#)



Please consider the environment before printing this e-mail.

*Miami-Dade County is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. E-mail messages are covered under such laws and thus subject to disclosure.*

---

**From:** Kent Marinkovic [<mailto:Kent@npusa.com>]  
**Sent:** Monday, February 12, 2018 6:21 PM  
**To:** Desvergunat, Jonathan (MDPR) <[Jonathan.Desvergunat@miamidade.gov](mailto:Jonathan.Desvergunat@miamidade.gov)>  
**Subject:** FW: Matheson Info

Hi Jonathan,

It was nice chatting with you today. Attached are details of our day and annual membership programs for you to review. You will note that we need to update pricing to Daily (\$15) and Annual (\$175). Regardless of the outcome of the County Attorney recommendation, I'd greatly appreciate it if you would at least approve the updated price schedule as it's inline with the other county venue. I do know that their rate changed this year so I wondering how long that may have taken to approve. Thanks Jonathan.

You can see the link below whereby riders can sign up online. This is also an area that we manage liability waiver forms, certifications, etc.

<https://adventuresportsusa.com/matheson-hammock-park-kiteboarding-membership>

Regards,

Kent Marinkovic

Pryde Group Americas  
8800 NW 13th Terrace #103  
Miami, FL 33172  
Office: 305-591-3922 Cell: 305-218-8461

---

**From:** Kent Marinkovic <[Kent@npusa.com](mailto:Kent@npusa.com)>  
**Date:** Friday, December 22, 2017 at 4:25 PM  
**To:** "jamesmc@miamidade.gov" <[jamesmc@miamidade.gov](mailto:jamesmc@miamidade.gov)>  
**Cc:** David <[David@npusa.com](mailto:David@npusa.com)>  
**Subject:** Matheson Info

Hi Mike,

As discussed I am forwarding some information correspondent to the Matheson Hammock water sports concession operated by Adventure Sports, Inc. I couldn't quickly dig up a copy of EPP-RRP 850, but I'm sure it's available at the county. Our bid is way too large to send via email at 68MB, so I'll send the 2 corresponding sheets to you that pertain to the operation.

Our winning proposal is quite lengthy, so I'll point you to the Pro-forma as well as section H for day and annual usage fees. All revenues in the Pro-forma go toward paying the mandatory minimum fee as well as the county's percentage of the total concession revenues. Upon review you will see that Day access and Annual access were both presented in our proposal that was accepted by the county.

As you know, Matheson is a managed access location for kiteboarding and Adventure Sports is exclusively responsible for all kiteboarders and kitesurfing activity in the park. We are also required by the county to indemnify them against potential liability correspondent to kiteboarding. We are mandated to at all times maintain a staff level adequate to enforce the agreed upon guidelines and ensure that all park patrons can safely enjoy the area. We are proud of our perfect safety record. In order to continue to be able to provide the level of access, service, and safety that the county expects of us we have instituted the daily use fees and annual rider memberships. This will enable us to keep kiteboarding beach marshals onsite even during times when lessons and rentals are not possible.

While we have chosen to offer daily (\$15) and annual (\$175) fees that are far less expensive than the other Miami-Dade concession at Crandon Beach park, the process is similar. For reference see the link below for information pertaining to managed kiteboarding access at Crandon Beach Park. You may even want to reach out to Crandon Park management to see how they deal with inquiries.

<https://miamikiteboarding.com/pages/how-to-ride-in-crandon>

We have already had a riders meeting whereby riders have been informed of the change and will be implementing the new schedule January 1st. The vast majority of the riders understand the need and benefit of maintaining safe riding access at Matheson and are in full support of this. Surely one or two will take issue and will have the choice to ride at Miami Beach or other non-managed access areas. I'll provide you and your staff with the specifics of the program and basic answers to common questions that your team might field with respect to this change. Please don't hesitate to contact either David or myself with any questions. Thanks again for your support. I'll get the Pro-forma and Fee section to you just by Tuesday or Wednesday. Have a happy holidays!

Best regards,

Kent Marinkovic

**WATER ACCESS FEES AT CRANDON AND  
MATHESON HAMMOCK PARKS**

**ATTACHMENT E**

## OPERATION OF WATER SPORTS CONCESSION AT CRANDON PARK

## License Agreement No. 00181

THIS LICENSE AGREEMENT made and entered into as of this 14<sup>th</sup> day of Feb., 2017, by and between Miami-Kite Boarding, Inc., a corporation organized and existing under the laws of the State of Florida, having its principal office at 6747 Crandon Boulevard, Key Biscayne, FL 33149 (hereinafter referred to as the "Licensee"), and Miami-Dade County (the County), a political subdivision of the State of Florida, having its principal office at 111 NW 1<sup>st</sup> Street, Miami, Florida 33128, (herein referred to as the "County"),

WITNESSETH:

WHEREAS, the County owns Crandon Park, (the "Park") for the use by patrons, Licensee, employees, and visitors, and which facilities are administered for the County by its Director of the Park, Recreation and Open Space Department ("Department"), or designee; and

WHEREAS, the Licensee has offered to develop and operate a water sports concession ("Concession") in a manner that shall conform to the Scope of Services (Appendix A), Miami-Dade County's Request for Proposals (RFP) No. 00181 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this License Agreement; and,

WHEREAS, the Licensee has submitted a written proposal dated February 19, 2016, hereinafter referred to as the "Licensee's Proposal", which is incorporated by reference herein; and,

WHEREAS, the Licensee's Proposal is recommended as being in the best interest of the County, and formed the basis for award of this License Agreement,

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:



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

- a) The words "License Agreement" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), RFP No. 00181 and all associated addenda and attachments, the Licensee's Proposal, and all other attachments hereto and all amendments issued hereto.
- b) The words "License Agreement Date" to mean the commencement date of this License Agreement, and shall begin on the date indicated in the first page of this License Agreement.
- c) The words "License Agreement Year" to mean each twelve month period starting from the date on which this License Agreement is effective.
- d) The words "Contract Manager" to mean Miami-Dade County's Director, Internal Service Department, or the duly authorized representative designated to manage the License Agreement.
- e) The word "County" to mean Miami-Dade County.
- f) The word "Licensee" to mean Miami-Kite Boarding, Inc. and its permitted successors and assigns.
- g) The word "Days" to mean Calendar Days.
- h) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.
- i) The words "Notice to Proceed" to mean a letter issued by the County's PROS Department advising the Licensee that it may begin operation of the Concession.
- j) The words "Notice to Proceed Date" to mean the date identified in the Notice to Proceed, as the start date of operation of the Concession.
- k) The word "Park" to mean located at Crandon Park located at 6747 Crandon Boulevard, Miami, Florida, 33149 located between pristine Bear Cut Preserve and a world renowned swimming/sunbathing beach.
- l) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- m) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Licensee.
- n) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Licensee, who furnishes labor and/or materials, in connection with the Services, whether directly or indirectly, on behalf and/or under the direction of the Licensee and whether or not in privity of License Agreement with the Licensee.

o) The words "Watersports Concession" or "Concession" to mean operation providing for watersports activities as detailed in Appendix A.

p) The words "Work", "Services", Programs or "Project" to mean all documentation and any items of any nature submitted by the Licensee to the County's Project Manager for review and approval pursuant to the terms of this License Agreement, and all matters and things required to be done by the Licensee in accordance with the provisions of this License Agreement.

2. **Use:** The County hereby grants unto the Licensee, and the Licensee hereby accepts from the County for the term, at the rate and upon the covenants and conditions as set forth, a License Agreement to develop and operate a Water Sports Concession. Licensee shall use the Concession only for the use permitted. The Licensee shall not conduct any business nor provide any services nor sell any item or product without the prior written approval of County, and any sales by the Licensee of services or items not specifically authorized in writing by County may constitute a default. Licensee shall conduct its business at all times in accordance with this License Agreement.

**Property Description:** The Concession is located at Crandon Park located at 6747 Crandon Boulevard, Miami, Florida, 33149. The area covered by this Agreement is not a lease and only the rights to operate a water sports concession are included in this Agreement. The Concession comprises the North Concession building located at the north end of the Crandon Park beach area and shall include the surrounding beach and water area ("Site"), as depicted in the Appendix B, Site Maps. Additionally, the Licensee can use existing parking and restrooms.

3. **Operations:** Except when and to the extent that the Concession may be untreatable by reason of damage by fire or other casualty, Licensee shall continuously and uninterruptedly use, occupy and operate for purposes outlined herein the Concession other than such minor portions thereof as are reasonably required for storage and office purposes, and any such storage and office space shall only be used in connection with the business conducted by Licensee in the Concession; and will have on the premises adequately trained uniformed personnel for efficient service to customers.
4. **Limitations on Use:** Subject to Licensee's right to use the Concession for the purposes specified in this License Agreement, Licensee shall not suffer or permit the Concession or any part thereof to be used in any manner, or anything to be done therein, or suffer or permit anything to be brought into or kept therein, which would in any way (i) violate any legal requirements or insurance requirements; (ii) cause structural injury to the Concession or any part thereof; (iii) constitute a public or private nuisance; (iv) impair the appearance of the Concession; (v) materially impair or interfere with the proper and economic cleaning, heating, ventilating or air-conditioning of the Concession or the proper and economic functioning of any other common service facility or common utility of the Concession; (vi) impair or interfere with the physical convenience of any of the occupants of the Concession; (vii) impair any of the Licensee's other obligations under this License Agreement; (viii) violate Article 7 of the Home Rule Charter, or (ix) violate the Crandon Park Master Plan, as may be amended from time to time.
5. **Governmental Approvals:** If any governmental license or permit shall be required for the proper and lawful conduct of Licensee's business in the Concession, or any part thereof, and if failure to secure such license or permit would in any way adversely affect the County, Licensee, at its expense, shall duly procure and thereafter maintain such license or permit and submit the same to inspection by the County. Licensee shall at all times comply with the terms and

conditions of each license and permit.

6. **Non-Exclusivity:** This License Agreement is non-exclusive in character and in no way prevents the County from authorizing or offering competitive services outside the Park, products or items by other vendors or others in other premises owned and operated by the County or from authorizing other unrelated concession services within the Park. The Licensee shall have no rights to any other location that may be made available by the County.
7. **Proposal Incorporated:** The Licensee acknowledges that it has submitted to the County a proposal ("Licensee's Proposal") that was the basis for the award of this License Agreement and upon which the County has relied.
8. **Order of Precedence:** If there is a conflict between or among the provisions of this License Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) Appendices to these terms and conditions and any associated appendices, attachments, exhibits, etc. 3) the Miami-Dade County's RFP No. 00181 and any associated addenda and attachments thereof, and 4) the Licensee's Proposal.
9. **Appendices and Attachments:**  
The Appendices and Attachments listed in this Paragraph and attached to this License Agreement are hereby incorporated in and made a part of this License Agreement:

Appendix A - Scope of Services  
Appendix B - Exhibits

10. **Nature of the License Agreement:**

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

B. The Licensee shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.

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

D. The Licensee shall furnish all labor, materials, tools, supplies, and other items required to perform the Services that are necessary for the completion of this License Agreement. All Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.

E. The Licensee acknowledges that the County shall be responsible for making all policy

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

11. **Term:** The County hereby grants a License Agreement to manage, operate and maintain for an initial term of five (5) years, the Concession described in this License Agreement to be operated as a concession. The term and commencement date of this License Agreement, herein referred to as the License Agreement Effective Date, shall begin on the date indicated in the first page of this Agreement, and shall end on the last day of the sixtieth (60) month. The Department will issue a Notice to Proceed once a Security Deposit as stated in Article 13 below and the Insurance Certificate as stated in Article 58 is provided by the Licensee and approved by the County.
12. **Option to Renew:** This License Agreement may be renewed for two (2), two (2) year periods as follows: at the County's sole discretion and provided that there has been no default of the License Agreement by the Licensee, the Licensee may by written notice to, and upon approval by, the Department at least six months before the end of the then current term but in no event earlier than one year prior to the end of the then current term, renew the License Agreement for the first two year renewal period. Additionally, provided that there has been no default of the License Agreement by the Licensee, the Licensee may by written notice to, and upon approval by, the Department at least six months before the end of the then current term but in no event earlier than one year prior to the end of the then current term, renew the License Agreement for the second two year renewal period. All renewal periods shall run consecutively so as to make this Agreement continuous in its operation from beginning to its termination, for a period up to nine (9) years.

The County reserves the right to exercise its option to extend this License Agreement for up to one hundred-eighty (180) calendar days beyond the current License Agreement period and will notify the Licensee in writing of the extension. This Agreement may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Licensee, upon approval by the Board of County Commissioners.

13. **Security Deposit:** Prior to the start of the License Agreement, the Licensee shall furnish a Security Deposit in cash or cashier's check payable to the Board of County Commissioners, equal to three (3) months Guaranteed Monthly Rent or \$7,500.00. The security deposit shall be received ten (10) days after the Agreement is fully executed. Redeemable at the end of the License Agreement term except for such conditions pertinent thereto, additionally, if the County must draw upon any amount owed to the County for this License Agreement, Licensee hereby agrees to restore the security to its original amount within seven (7) days of receiving notice by the County that the security was drawn upon. In the event the Licensee abandons its performance, the County will retain the security deposit. No interest on the Security Deposit will be owed to the Licensee.
14. **Guaranteed Monthly Rent:** In consideration of the use of the Concession, Licensee does hereby covenant and agree to pay to the County without deduction or set off of any kind the sum of \$2,500.00 (plus tax) for the first two (2) years of this Agreement, and \$3,500 (plus tax) for the following years. Payment shall be provided to the County by the 1<sup>st</sup> of the month but no later than the 10<sup>th</sup>, in advance without invoice, per month as Guaranteed Monthly Rent. Payment of the Guaranteed Monthly Rent shall commence on the Notice to Proceed Date, which shall be addressed in the Notice to Proceed letter issued by the County. If the Notice to Proceed letter date is other than the 1<sup>st</sup> of the month, the amount due for the first month shall

be pro-rated, as shall the last month of this Agreement, considering any extensions as addressed in Article 12 above.

15. **Percentage of Monthly Gross Receipts – Percentage Fee:** In addition to the Guaranteed Monthly Rent, Licensee agrees to pay to the County, monthly, an amount equal to 15% (plus tax) of Monthly Gross Receipts hereinafter referred to as "Percentage Fee" within 10 days following the end of each month during the term of this License Agreement.
16. **Sales Tax:** The Licensee shall be liable for the prevailing State of Florida Sales and Use Tax imposed on rent (currently at the rate of 7%) on the amounts payable to the County, including the Guaranteed Monthly Rent and Percentage Fee payments, under this License Agreement. This Sales and Use Tax shall be payable to the County, when applicable rent is due. The County will remit same, less authorized handling deductions, to the State.
17. **Additional Taxes:** If at any time during the term of this License Agreement or any renewal thereof, under the laws of the State of Florida, or any political subdivision thereof, a tax, charge, capital levy, or excise on rents (fixed minimum or additional) or percentage fees, or other tax (except income tax), however described, against the County on account of the rent or percentage fees payable herein, such tax, charge, capital levy, or excise on rents or other taxes shall be deemed to constitute real estate taxes on the Concession and the premises for the purposes of this Paragraph.
18. **Taxes on Licensee's Personal Property:** Licensee shall be responsible for, and shall pay before delinquency, all municipal, county, or state taxes assessed against any occupancy interest or personal property of any kind, owned by or placed in, upon or about the Concession by Licensee.
19. **Late Payment Charge:** In the event that the Licensee fails to make any payments on time, by the due date, as required to be paid under the provisions of this License Agreement, a late payment charge of 1.5% or \$100.00 per month, whichever is greater, shall be assessed. The outstanding balance shall increase accordingly and interest shall accrue on the total balance, to include late payment penalties. The right of the County to require payment of such late payment charge and the obligation of the Licensee to pay same shall be in addition to and not in lieu of the County's rights to enforce other provisions herein, including termination of this License Agreement, or to pursue other remedies provided by law.
20. **Application of Payments:** Payments are applied to any unpaid balance in the following manner. Any accrued late fees are first deducted from the payment. The remaining payment balance is then applied proportionately to the Guaranteed Monthly Rent, then Percentage Fee, including the associated sales and use tax. Any remaining balance in the payment will be applied to any other balance due.
21. **Worthless Check or Draft:** In the event that the Licensee delivers a dishonored check or draft to the County in payment of any obligation arising under this License Agreement, the Licensee shall incur and pay a service charge of \$25.00 or five percent (5%) of the face amount of the check, whichever is greater. For each such dishonored check, such payment shall be made within not more than five (5) days from written notice of such default. Further, in such event, County may require that future payments required pursuant to this License Agreement be made by cashier's check or other means acceptable to County. A second such occurrence of dishonored check during the License Agreement term will be a breach of contract and, at the County's option, will constitute a default allowing termination.

- 22. Payment of Fees:** The Guaranteed Monthly Rent and Percentage Fee as well as other amounts payable by Licensee to the County, under the terms of this License Agreement, shall be paid promptly when due, without notice for any reason whatsoever and without abatement. Guaranteed Monthly Rent and Percentage Fee and all other payments provided for in this License Agreement shall be paid or mailed to:

Miami-Dade Park and Recreation Department  
Financial Management Division  
Accounts Receivable Section  
275 N.W. 2<sup>nd</sup> Street, 3<sup>rd</sup> Floor  
Miami, FL 33128

(Checks shall be made payable to the "Miami-Dade County".)

- 23. Notices:** Any notices submitted or required by this License Agreement shall be sent by registered or certified mail (or email or fax if provided below, with a hardcopy to the address below) addressed to the parties as follows or to such other address as either party may designate in writing, and where receipt of same is acknowledged by the receiving party.

1. To the County:

a) To the Project Manager:

Miami-Dade County  
Park and Recreation Department  
275 N.W. 2<sup>nd</sup> Street, 5<sup>th</sup> Floor  
Miami, Florida 33128  
Attn: Director  
Phone: (305) 755-7800  
Fax: (305) 755-7946

and

b) To the Contract Manager:

Miami-Dade County  
Internal Services Department  
111 N.W. 1<sup>st</sup> Street, Suite 1300  
Miami, FL 33128-1974  
Attention: Director  
Phone: (305) 375-2363

2. To the Licensee:

Miami-Kite Boarding, Inc.  
6747 Crandon Boulevard  
North Beach, Crandon Park  
Key Biscayne, FL 33149  
Attention: Christophe Ribot  
Phone: 786-897-8769

With copy to: Lillian A. Ser, Esq.  
2100 Ponce de Leon Blvd., suite 1180  
Coral Gables, FL 33134

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

24. **Interpretations:** This License Agreement and the Attachments hereto, and other documents specifically referred to herein, constitute the entire, fully integrated License Agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous verbal or written License Agreements between the parties with respect thereto, excepting any past or contemporaneous written or verbal Agreements expressly and clearly incorporated by reference within the four corners of this License Agreement. This License Agreement may be amended only by written document, properly authorized, executed, and delivered by both parties hereto. For the County, appropriate authorization shall be construed to mean the County Mayor (or designee) or the Contract Manager (or designee) within this License Agreement shall have approval authority or the Board of County Commissioners (as applicable). This License Agreement shall be interpreted as a whole unit and paragraph headings are for convenience only. The License Agreement shall not be construed in favor of one party or the other. All matters involving the License Agreement shall be governed by laws of the State of Florida.
25. **Accord and Satisfaction:** No payment by Licensee or receipt by County of a lesser amount than any payment of Guaranteed Monthly Rent or Percentage Fee herein stipulated shall be deemed to be other than on account of the earliest stipulated Guaranteed Monthly Rent or Percentage Fee then due and payable, nor shall any endorsement or statement on any check or any letter accompanying any check or payment for Guaranteed Monthly Rent or Percentage Fee be deemed an accord and satisfaction. The County may accept such check or payment without prejudice to County's right to recover the balance of such Guaranteed Monthly Rent or Percentage Fee or pursue any other remedy provided in this License Agreement, at law or in equity. No covenant, term, or condition of this License Agreement shall be deemed to have been waived by County, unless such waiver be in writing by County, nor shall there be any accord and satisfaction unless expressed in writing and signed by both County and Licensee.
26. **Gross Receipts:**
- A. **License Agreement Year Defined:** "License Agreement Year" means a twelve-month period beginning on the License Agreement Effective Date and ending twelve months thereafter.
- B. **Gross Receipts Defined:** "Gross Receipts" means all monthly receipts collected by the Licensee from the sale of services or merchandise by Licensee, concessionaires of Licensee and sub-Licensee(s) of Licensee, sold in, upon or from the Concession, including such sales as shall in good faith be credited by Licensee, its concessionaires, and sub-Licensees in the regular course of its or their business to personnel employed at the time of sale at the Concession, including sub-concession Agreements or contract employee payments to the Licensee and mail, internet and telephone orders received at the Concession and off-premises sales; but shall not be deemed to mean or include the following: amounts credited by Licensee or its concessionaires or sub-concessionaires for returned or defective merchandise; sales, excise and similar taxes; or the proceeds of sales of Licensee's trade fixtures, operating equipment or other property used by Licensee or its concessionaires in the operation of its business and not acquired or held by it for the purpose of sale. Sales shall be deemed to have been made when services or merchandise has been served, shipped or delivered or when charged against the purchaser on the books of Licensee, or its concessionaires, whichever of such events shall first occur.

C. Licensee's Certification of Receipts: Licensee shall submit to County on or before the 10th day following the end of each month during the term of this License Agreement and on or before the 10th day following the expiration or earlier termination of this License Agreement, a written statement, signed by Licensee and certified by it to be true and correct, showing the amount of Gross Receipts during the preceding month. Licensee shall submit to County on or before the 60th day following the end of each License Agreement year an Annual Written Statement, signed by Owner, CEO, or Financial officer of the Licensee and certified by it to be true and correct, setting forth the amount of Gross Receipts during the preceding License Agreement Year. The statement referred to herein shall be in such form and style and contain such details and breakdowns as County may reasonably determine or require.

D. Examination of Licensee's Books and Records: Such books and records as are necessary to determine the amount of any Percentage Fee payable to County shall be subject to examination by the County or its authorized representatives at reasonable times during Licensee's business hours, at County's expense and in such manner as not to interfere unreasonably with the conduct of Licensee's business. All information obtained by the County or its authorized representatives from Licensee's books and records shall be kept confidential by the County and all such representatives except in connection with any mortgage or assignment of this License Agreement for financing purposes or if subject to the requirements of Florida Public Records Act.

E. Licensee's Receipts Records: For the purpose of computing and verifying the Percentage Fee due hereunder, Licensee shall prepare and keep, for a period of not less than three (3) years following the end of each License Agreement Year, adequate books and records, including but not limited to those relating to inventories, purchases, and receipts of merchandise, and all sales and other pertinent transactions by Licensee. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this License Agreement. Licensee shall record at the time of sale each receipt from sales or other transactions, whether for cash or on credit, in one or more sealed cash register or registers having a cumulative total. Licensee shall keep, for at least three (3) years following the end of each License Agreement Year, all pertinent original sales records, which records shall include (i) cash register tapes; (ii) serially-numbered sales slips; (iii) mail order; (iv) telephone orders; (v) settlement report sheets of transactions with subtenants, concessionaires, and licensees; (vi) records showing that merchandise returned by customers was purchased by such customers; (vii) receipts or other records of merchandise taken out on approval; (viii) income and sales tax returns; and (ix) such other records which would normally be examined and required to be kept by an independent accountant pursuant to generally accepted auditing standard in performing an audit of Licensee's Gross Receipts.

The acceptance by County of payments of Percentage Fee or reports thereon shall be without prejudice and shall in no case constitute a waiver of County's right to examination of Licensee's books and records of its Gross Receipts and inventories of merchandise.

F. Audit of Licensee's Business Affairs and Records: County shall have the right to cause, upon five (5) business days' written notice to Licensee, a complete audit to be made by a designated external auditing firm or other certified public accounting firm selected by County, or the Audit and Management Services Department of the County. Licensee shall make all such records available for said examination at the Concession or at some other mutually agreeable location. If the result of such audit shall show that Licensee's statement of Gross Receipts for any period has been understated, Licensee shall pay County the amount due. If such understatement is three percent (3%) or more, Licensee shall pay County the cost of such audit in addition to any



deficiency payment required, plus ten percent (10%) of any such deficiency, all of which shall be collectible hereunder as rent. A report of the findings of said accountant shall be binding and conclusive upon County and Licensee. The furnishing by Licensee of any grossly inaccurate statement shall constitute a breach of this License Agreement. Any information, excluding written documents, obtained by County as a result of such audit shall be held in strict confidence by County except in any proceeding or action to collect the cost of such audit or deficiency, or except in connection with any mortgage or assignment of this License Agreement for financing purposes.

G. If Licensee fails to record, maintain, or make available sales supporting documentation as specified above, then Licensee may be deemed by the County to be in default of this License Agreement.

27. **Condition of Licensed Property:** Licensee hereby accepts the Concession in the condition it is in at the beginning of this License Agreement.

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

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

- A. Changes from originally approved specifications, pricing, activities, signage, and graphics.
- B. Aesthetics of the Concession.
- C. Any use of the County's facilities or Concession's name.
- D. Hours of Operation.
- E. Uniforms to be used by employees shall be consistent with or better than those normally used by professionally-operated Concessions.

Should any of the above items be disapproved, Licensee may offer alternative solutions. The County reserves the right with stated just cause to require the Licensee to change within a stated time any and all items contained in this paragraph it deems in need of change, despite previous approval of same.

30. **Hours of Operation:** Operating hours for the Concession is as stated in Appendix A, Scope of Services. The Licensee shall provide sufficient staff to provide outstanding service. The County may require a change in hours of operation, if, in the reasonable discretion of the County, such a change is desirable in providing the best service to the public.

31. **Pricing:** Licensee shall maintain the pricing schedule for goods and services submitted with its Proposal, and as approved by the County. If the Licensee wishes to change its standard prices for goods and services, Licensee will provide to the County a schedule of such proposed changes not later than thirty (30) days prior to the intended implementation date, for approval or disapproval, at any time during the License Agreement term when price changes are

contemplated. Pricing for special events or services shall be expeditiously approved by the County.

32. **Personnel:** The Licensee shall provide County with the name and telephone number of a management person of the Licensee who will be on call, at all times, for emergencies, or other matters related to the operations under this License Agreement. The Licensee shall ensure that all its personnel performing services under this License Agreement are courteous and cooperative and present a neat, clean, and professional appearance at all times. Failure of an employee to do so shall be grounds for the County to demand his or her removal from duties in the Concession. The Licensee shall ensure that all employees having public contact are able to understand and communicate in spoken English. Licensee's employees will not be considered agents of the County.

In the event the Licensee wishes to substitute personnel for the key personnel identified by the Licensee's Proposal, the Licensee must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

33. **Signs:** The nature, size, shape, and installation of Licensee's business signs within the Concession or in, on, or adjacent to the Concession or The Park must first be approved in writing by County. Said signage must also be approved by all governmental authorities having jurisdiction and must conform to the requirements set forth in Article 7 of the Miami-Dade Home Rule Charter as well as the requirements of the Crandon Park Master Plan, as it may be amended from time to time. All signs shall be removed by the Licensee at the termination of the License Agreement and any damage or unsightly condition caused to premises because of or due to said signs shall be satisfactorily corrected or repaired by the Licensee.
34. **On-Site Manager/Designee:** Throughout the term of this License Agreement, the Licensee shall employ a qualified full-time on-site Concession Manager or Designee having experience in the management of this type of operation, who shall be available during normal business hours and on-call at all times, and be delegated sufficient authority to ensure the competent performance and fulfillment of the responsibility of the Licensee under this License Agreement and to accept service of all notices provided for herein.
35. **Quality of Licensee's Service:** The Licensee shall conduct its operations in an orderly manner and so as not to annoy, disturb, or be offensive to customers, patrons, or others in the immediate vicinity of such operations.

The Licensee shall control the conduct, demeanor, and appearance of its officers, members, employees, agents, representatives, and upon objection of the County concerning the conduct, demeanor or appearance of any such person, Licensee shall immediately take all necessary steps to correct the cause of such objection.

Licensee shall take good care of said premises, shall use the same in a careful manner, and shall, at its own cost and expense, keep, maintain, and repair and, upon the expiration of this License Agreement or its termination in any manner, shall deliver said premises to the County in the same condition as at the commencement this License Agreement, with the exception of loss by fire or other casualty.

Licensee shall furnish good, prompt, and efficient service, adequate to meet all reasonable demands therefore.

It is expressly understood and agreed that the said operation shall not interfere in any manner with the use of public areas or infringe upon the normal method of operations of any other parties authorized to conduct business at or near the location. The Licensee agrees that a determination by the County will be accepted as final in evaluating whether its activities infringe on the rights of others and that Licensee will fully comply with any decisions on this matter.

36. **Monitoring Services:** The County shall have the right, without limitation, to monitor and test the quality of services of the Licensee, including, but not limited to personnel and the effectiveness of its cash-handling procedures, through the use of a shopping service, closed circuit TV, and other reasonable means.
37. **Utility Services:** Licensee shall not place any unacceptable load or burden on the capacity of the applicable building systems and utility lines of The Park as determined either by the public utility providing such service or by County in the exercise of reasonable judgment. Licensee shall make all repairs caused by Licensee's negligence.
38. **Services/Equipment Provided by County:** The County shall provide the following services, as existing:
- A. Electrical
  - B. Water facilities
  - C. Sewage collection facilities
  - D. Waste collection

The Licensee shall pay to the County \$200 per month for these facilities separate and in addition to other provisions of payment covered in this Agreement.

39. **Equipment and Service Provided by Licensee:**  
The Licensee, at its sole cost, shall provide for the Concession:

A. Janitorial service within the Concession. The Licensee shall keep the Concession and equipment clean at all times. If the Concession and equipment are not kept clean in the opinion of the County, the Licensee will be so advised and if corrective action is not immediately taken, the County will cause the same to be cleaned and the Licensee shall assume responsibility and liability for such cleaning.

B. Maintenance service for equipment necessary for the operation of the Concession. The Licensee shall ensure monthly maintenance and necessary repairs are done for all applicable equipment.

40. **Equipment Installed by Licensee:** The Licensee shall furnish and install all furnishings, fixtures and equipment necessary for the operation of the Concession. All furnishings, fixtures, and equipment acquired for the Concession shall be of a high quality as good as or better than that found at similar facilities. The County shall be afforded the opportunity to approve all furnishings, fixtures, and equipment for the Concession.

Any equipment, furnishings, signage and advertising installed by the Licensee shall be in compliance with Article 6 of the Home Rule Charter and in keeping with the appropriate standards of decor at the Park. Following the installation of any additional equipment, furnishing and improvements which the County may approve from time to time, Licensee shall provide to the County a statement setting forth the cost of such equipment, furnishings, or improvements and the date upon which the installation of such equipment, furnishings, or improvements was completed.

Licensee agrees that all new equipment, furnishings and improvements provided shall meet the

requirements of all applicable building, fire, pollution and other related codes.

Licensee shall not alter or modify any portion of the Park, the Concession or the improvements constructed therein without first obtaining written approval from the County.

41. **Security and Protection:** The Licensee acknowledges and accepts full responsibility for the security and protection of its equipment, other personal property and money used in connection therewith. The County makes no warranties as to any obligation to provide security for the Concession, outside of standard security measures supplied by the County in general. Licensee may provide its own specialized security for the Concession, subject to the County's written approval.
42. **Hurricane Preparedness:** The Licensee shall follow the County's emergency evacuation and hurricane plan as set forth for the Concession.
43. **Maintenance Responsibilities of Licensee, Appearance of Facility:** Licensee shall, at its sole cost and expense, keep and maintain the Concession in a clean and good condition. The provision of janitorial services and all interior maintenance within the Concession are the sole and exclusive responsibility of the Licensee. Upon failure of the Licensee to maintain the Concession as required in this Paragraph, County may, after fifteen (15) days written notice to the Licensee, enter upon the Concession and perform all cleaning, maintenance and repairs which may be necessary and the cost thereof, plus 25% for administrative costs, shall constitute Percentage Fee(s), and shall be billed to and paid by the Licensee.
44. **Independent Licensee Relationship:** The Licensee is, and shall be, in the performance of all work services and activities under this License Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this License Agreement shall at all times, and in all places, be subject to the Licensee's sole direction, supervision and control. The Licensee shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Licensee's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Licensee does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this License Agreement.
45. **Curtailment or Interruption of Service:** The County reserves the right to interrupt, curtail or suspend the provision of any utility service to which Licensee may be entitled hereunder when necessary by reason of accident or emergency or for repairs, alterations, or improvements in the judgment of the County desirable or necessary to be made, or due to difficulty in obtaining supplies or labor or for any other cause beyond the reasonable control of the County. The work of such repairs, alterations, or improvements shall be prosecuted with reasonable diligence. The County shall in no respect be liable for any failure of the utility companies or governmental authorities to supply utility service to Licensee or for any limitation of supply resulting from governmental orders or directives. No diminution or abatement of payment or other charges, nor damages, shall be claimed by Licensee by reason of the County's or other individual's interruption, curtailment or suspension of a utility service, nor shall this License Agreement or any of Licensee's obligations hereunder be affected or reduced thereby.
46. **Inspection by County:** The County shall have the authority to make periodic reasonable inspections of all of the Concession, equipment, and operations during the normal operating hours thereof to determine if such are being maintained in a neat and orderly condition. The

Licensee shall make any improvements in cleaning or maintenance methods reasonably required by the County. Such periodic inspections may also be made at the County's discretion to determine whether the Licensee is operating in compliance with the terms and provisions of this License Agreement.

47. **Right of Entry:** The County or any of its agents shall have the right to enter upon the Concession at all reasonable times, whether or not during normal business hours, to examine same and to make such repairs, alterations, replacements, or improvements in the Concession as the County deems necessary, but the County assumes no obligation to make repairs in the Concession other than those expressly provided for in this License Agreement. The County agrees, however, that any such repairs, alterations, replacements, or improvements shall be made with minimum amount of inconvenience to Licensee and that the County will diligently proceed therewith to completion. The County or the County's agents shall also have the right to enter upon the Concession at reasonable times to show them to actual or prospective mortgagees, tenants, or Licensees of the Concession. During the one hundred and eighty (180) days prior to the expiration of the term of this License Agreement, the County may show the Concession to prospective tenants. If, during the last ninety (90) days of the term of this License Agreement, Licensee shall have removed all or substantially all of Licensee's property there from, the County may immediately enter, alter, renovate, and redecorate the Concession without elimination or abatement or fee or other compensation and such action shall have no effect upon this License Agreement.
48. **Permits and Regulations:** Licensee covenants and agrees that Licensee will obtain any and all necessary permits and approvals and that all uses of the Licensed property will be in conformance with all applicable laws.
49. **Damage or Destruction of Property:** In all events, Licensee shall repair all damages to the property caused by the Licensee, its employees, agents, contractors or sub-consultants. If the Concession is partially damaged, but not rendered unusable for the purposes of this License Agreement, the same shall with due diligence be repaired by the Licensee from proceeds of the insurance coverage and/or at its own cost and expense and a pro-rata adjustment of the Guaranteed Monthly Rent payable hereunder for the period of the Licensee's business interruption, shall be made. If the damage shall be so extensive as to render such premises unusable for the purposes intended, but capable of being repaired within thirty (30) days, the damage shall be repaired with due diligence by the Licensee from the proceeds of the insurance coverage policy and/or at its own cost and expense, and for the period of Licensee's business interruption a pro-rata adjustment shall be made as to the Guaranteed Monthly Rent. In the event said premises are completely destroyed or so damaged that it will remain unusable for more than thirty (30) days, through no fault of the Licensee, its employee, agents, contractors or sub-consultants, the Licensee and the County shall be under no obligation to repair and reconstruct the premises, and adjustment of the Guaranteed Monthly Rent payable hereunder shall be proportionately made up to the time of such damage or destruction, and the portion of the License Agreement which pertains to such destroyed property shall cease and terminate, and all adjustments which are proper including restoration of the site to a clean, neat and usable condition shall be made accordingly. However, at the option of the County, and through negotiations pertaining to all matters for continuing the premises in a License Agreement, the Licensee may reconstruct the premises at its own cost.
50. **Repairs, Alterations and Additions by the County:** The County, as its responsibility, and at its expense (except if the damage is caused by Licensee, its employees, agents, or independent Licensees), shall make all repairs and replacements, structural and otherwise, necessary, or

desirable in order to keep in good order and repair the foundations, roofs and structural soundness of floors and walls of the Common Areas of the Park, excluding the Concession.

The County reserves the right to interrupt, curtail or suspend the provision of any utility service to which Licensee may be entitled hereunder when necessary by reason of accident or emergency or for repairs, alterations, or improvements in the judgment of County desirable or necessary to be made, or due to difficulty in obtaining supplies or labor or for any other cause beyond the reasonable control of the County. The work of such repairs, alterations, or improvements shall be prosecuted with reasonable diligence. The County shall in no respect be liable for any failure of the utility companies or governmental authorities to supply utility service to Licensee or for any limitation of supply resulting from governmental orders or directives. No diminution or abatement of Fee or other charges, nor damages, shall be claimed by Licensee by reason of the County's or other individual's interruption, curtailment or suspension of a utility service, nor shall this License Agreement or any of Licensee's obligations hereunder be affected or reduced thereby.

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

51. **Diminution for County's Repair:** Except as elsewhere specifically provided in this License Agreement, there shall be no allowance to Licensee for a diminution of rental value and no liability on the part of the County by reason of inconvenience, annoyance or interference with Licensee's business arising from the County or its agents making any repairs, replacements, alterations, decorations, additions or improvements in or to any portion of the Park, or in or to fixtures, appurtenances or equipment thereof, provided such work (except in case of emergency and to the extent practical) does not unreasonably interfere with Licensee's use of the Concession.
52. **Performance of Obligations:** Licensee covenants at all times to perform promptly all of the obligations of Licensee set forth in this License Agreement.
53. **Ingress and Egress:** Subject to rules and regulations, statutes and ordinances, and terms of this License Agreement governing the use of the Concession, Licensee, its agents and servants, patrons and invitees, and its suppliers of service and furnishers of materials shall have right of ingress and egress to and from the premises.
54. **Assignment, Sub-Contracting and Successors in Interest:**
  - A. Licensee shall not assign, mortgage, pledge nor otherwise encumber this License Agreement or any portion thereof, nor any property associated with this License Agreement without prior written approval of the County. Unapproved assignment, mortgaging, pledging or

encumbering shall be grounds for immediate termination of this License Agreement. It is agreed that all terms and conditions of this License Agreement shall extend to and be binding on assignees and other successors as may be approved by the County.

B. Licensee shall not enter into any sub-contracting Agreement for services required to be provided under this License Agreement without prior written approval of the County. Unapproved sub-contracting shall be grounds for immediate termination of this License Agreement. It is agreed that all terms and conditions of this License Agreement shall extend to and be binding on any sub-Licensees, including percentage payments on gross receipts as defined in this License Agreement. Licensee shall be liable for acts and omissions by any sub-Licensee affecting this License Agreement. The County reserves the right to directly terminate (and pursue any applicable remedy) any sub-Licensee of the Licensee for any cause for which Licensee may be terminated. Any sub-contracting Agreement for License Agreement services must be made available and accounted for through the Licensee so as to provide seamless service to the public as if provided directly by the Licensee.

C. Should the Concession reside in a geographic area that incorporates, becoming an independent municipality, the rights and obligations granted the County under this License Agreement will automatically be assigned, if, and upon the Park's conveyance to the municipality or may be terminated by 30 days notice by either party to the other party.

55. **Ownership of Licensee:** The ownership of the Licensee is very important to the County. Therefore, the County reserves the right to terminate this License Agreement at any time if more than 5% of the ownership of the Licensee has not been specifically approved by the County. The County shall reject any proposed new owner for any reason it believes is in the best interests of the public. Licensee agrees to provide on 24-hour notice to the County an accurate list of all owners of the Licensee, showing the percentage of ownership of each owner, and, any change of corporate name or corporate ownership. Licensees, for which stock is listed on a major stock exchange, may be wholly or partially exempted from the list requirement of this paragraph at the discretion of the County.
56. **Proprietary Information:** As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.
57. **County's Property Insurance:** Any insurance the County may maintain shall not cover Licensee's improvements and betterments, contents, or other property of Licensee. Licensee shall not violate, or permit the violation of, any condition imposed by any of the County's insurance policies, and shall not do, or permit anything to be done, or keep or permit anything to be kept in the Concession which would increase the fire or other property or casualty insurance rate on the building or buildings in which the Concession is located or the property therein over the rate which would otherwise then be in effect (unless Licensee pays the resulting increased amount of premium as provided under the further terms hereof), or which would result in insurance companies of good standing refusing to insure the same or any of such property in amounts and at normal rates reasonably satisfactory to the County. If, by reason of any act or omission on the part of Licensee, the rate of property insurance on the Concession or the Park or equipment or other property of the County shall be higher than it otherwise would be, Licensee shall reimburse the County, on demand, for that part of the premiums for property insurance paid by the County because of such act or omission on the part of Licensee, which sum shall be deemed Percentage Fee for purposes of collection only.
58. **Indemnification and Insurance:** The Licensee shall indemnify and hold harmless the County

and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Agreement by the Licensee its employees, agents, servants, partners, principals or subcontractors. The Licensee shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Licensee expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Licensee shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The Licensee shall furnish to Miami-Dade County, Department of Procurement Management, Administration Division, 111 N.W. 1st Street, 13<sup>th</sup> Floor, Miami, Florida 33128, Certificate(s) of Insurance evidencing insurance coverage that meets the requirements outlined below:

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Licensee.

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

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

or

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

#### CONTINUITY OF COVERAGE

The Licensee shall be responsible for assuring that the insurance documentation required in conjunction with this subsection remain in force for the duration of the agreement period,



including any and all option years. The Licensee will be responsible for submitting renewal insurance documentation prior to expiration.

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

**NOTE: MIAMI-DADE COUNTY BID NUMBER AND TITLE OF BID MUST APPEAR ON EACH CERTIFICATE.**

**CERTIFICATE HOLDER MUST READ:**      **MIAMI-DADE COUNTY**  
111 NW 1<sup>st</sup> STREET  
SUITE 2340  
MIAMI, FL 33128

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

Award of this License Agreement is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after County's notification to Licensee to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this License Agreement, the Licensee shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the Licensee fails to submit the required insurance documents in the manner prescribed in this License Agreement within twenty (20) calendar days after County's notification to comply, the Licensee shall be in default of the contractual terms and conditions and award of the License Agreement will be rescinded, unless such time frame for submission has been extended by the County.

The Licensee shall be responsible for ensuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the License Agreement, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Licensee shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of ten (10) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the License Agreement until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this License Agreement for cause and the Licensee shall be responsible for all direct and indirect costs associated with such termination.

59. **Liability for Damage or Injury:** The County shall not be liable for damage or injury which may be sustained by any party or persons at the Concession other than the damage or injury if and to the extent caused solely by the negligence of the County, its agents and employees while in the course of County business, and as limited by Section 768.28, Florida Statutes.
60. **No Liability For Personal Property:** All personal property placed or moved in the Licensed property above described shall be at the risk of Licensee or the owner thereof. County shall not be liable to Licensee or any third party for any damage to said personal property unless solely caused by negligence of County, County's agents or employees, subject to all limitations of Florida Statutes, Section 768.28.

**61. Patent and Copyright Indemnification:**

a) The Licensee warrants that all Work furnished hereunder, including but not limited to, wall murals, and the like, shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.

b) The Licensee shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any wall murals, and the like, in the course of performance or completion of, or in any way connected with, the Works, or the County's continued use of the Work furnished hereunder. Accordingly, the Licensee at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

c) In the event any Work or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Licensee shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Licensee's expense, the rights provided under this License Agreement to use the item(s).

d) The Licensee shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Work hereunder. The Licensee shall enter into agreements with all suppliers and subcontractors at the Licensee's own risk. The County may reject any Work that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

**62. Manner of Performance:**

A. The Licensee agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Licensee's personnel performing services hereunder at the behest of the County. Removal and replacement of any Licensee's personnel as used in this Paragraph shall not require the termination and or demotion of such Licensee's personnel.

B. The Licensee agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Licensee agrees to adjust its personnel staffing levels or to replace any of its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

C. The Licensee warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.

D. The Licensee shall at all times cooperate with the County and coordinate its respective work

efforts to most effectively and efficiently maintain the progress in performing the Services.

E. The Licensee shall comply with all provisions of all Federal, State and local laws, statutes, ordinances, and regulations that are applicable to the performance of this License Agreement.

**63. Temporary Ceasing of Operations Due to Emergency:**

The County reserves the right to require that Operator cease operations for an emergency as judged in the sole discretion of the County, for a period of time as is deemed by the County necessary to reestablish safe conditions for further operations of the Concession. Additionally, the County reserves the right to require that the Operator cease operations for any extended period as may be required by County following an event which may cause a sport operated by the Concession to be deemed unsafe. In this event, the County and Operator would meet to decide if the Concession should reinstate such sport and/or decide if continuing one operation of the Concession is deemed in the best interest of the County.

**64. Severability:**

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

**65. Termination by County:** The occurrence of any of the following may cause, this License Agreement to be terminated by the County upon the terms and conditions also set forth below.

A. Automatic Termination upon written notice by the County if any of the following occurs:

- i. Institution of proceedings in voluntary bankruptcy or reorganization by the Licensee.
- ii. Institution of proceedings in involuntary bankruptcy against the Licensee if such proceedings continue for a period of ninety (90) days.
- iii. Assignment by Licensee for the benefit of creditors.
- iv. Abandonment or discontinuation of operations for more than a 24 hour period without prior written approval from the County.
- v. The discovery of any misstatement in the Licensee's Proposal leading to award of this License Agreement, which in the determination of the County significantly affects the Licensee's qualifications to perform under the License Agreement
- vi. Unapproved change of ownership interest in Licensee and/or failure to submit the ownership list within 24 hours upon the request of the County.
- vii. Failure to cease any activity which may cause limitation of County's use of The Park.
- viii. A final determination in a court of law in favor of the County in litigation instituted by the Licensee against the County or brought by the County against Licensee.

B. Termination after seven (7) calendar days written notice by the County either by posting on or at the Concession and by certified or registered mail to any known address of Licensee set forth in this License Agreement hereof for doing any of the following:

- i. Non-payment of any sum or sums due hereunder after the due date for such payments; provided, however, that such termination shall not be effective if Licensee makes the required payment(s) during the seven (7) calendar day period following mailing of the written notice. Additionally, the County may sue for Guaranteed Monthly Rent and Percentage Fee for the unexpired term of this License Agreement.
- ii. Notice of any condition posing a threat to health or safety of the public or patrons and not remedied within the seven (7) calendar day period from receipt of written notice.

C. Termination after fourteen (14) calendar days from receipt by Licensee of written notice

having either been posted on or at the Concession or by certified or registered mail to the address of the Licensee set forth in this License Agreement:

- i. Non-performance of any covenant of this License Agreement other than non-payment of rent or performance fees and others listed in A and B above, and failure of the Licensee to remedy such breach within the fourteen (14) calendar day period from receipt of the written notice.
- D. Revenue Control and Audit Defaults: The inability or failure of the Licensee to provide the County with an unqualified certified statement of Gross Sales, or to strictly adhere to the revenue control procedures established in this License Agreement. If after written notice from the County to Licensee to cure such failure, Licensee does not cure such failure the County shall have the right to terminate this License Agreement upon seven (7) calendar days written notice to the Licensee. In addition to termination for such default, the County shall be entitled to collect damages in the full amount of the payments of the security deposit required in this License Agreement.
- E. Habitual Default: Notwithstanding the foregoing, in the event that the Licensee has repetitively defaulted or breached four (4) times within a 12 month period, in the performance of or breached any of the terms, covenants and conditions required herein to be kept and performed by the Licensee, regardless of whether the Licensee has cured each individual condition of breach or default as provided herein above, the Licensee may be determined by the County to be an "habitual violator". At the time that such determination is made, County shall issue to the Licensee a written notice advising of such determination and citing the circumstances therefore. Such notice shall also advise the Licensee that there shall be no further notice or grace periods to correct any subsequent breaches or defaults and that any subsequent breach(es) or default(s), of whatever nature, taken with all previous breaches and defaults, shall be considered cumulative and, collectively, shall constitute a condition of non-curable default and grounds for immediate termination of this License Agreement. In the event of any such subsequent breach or default, County may cancel this License Agreement upon the giving of written notice of termination to the Licensee, such cancellation to be effective upon the tenth (10th) day following the date of receipt thereof and all payments due hereunder shall be payable to said date, and the Licensee shall have no further rights hereunder. Immediately upon receipt of said notice of termination, the Licensee shall discontinue its operations at the Concession, and proceed to remove all its personal property in accordance with this License Agreement.

In the event that the County terminates this License Agreement by operation of any of the provisions as stated in this License Agreement, then in addition to other rights and remedies available to the County under the law, the County may accelerate the rental payments under this License Agreement, whereupon the entire balance owed by the Licensee under this License Agreement shall become immediately due and payable without further notice or demand.

- F. In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, halt or terminate this Agreement by written notice to the Licensee.

In this event, the County shall not be liable for any compensation to the Licensee or responsible for any lost revenues or legal fees caused as a result of this termination.

**66. Event of Default:**

A. An Event of Default shall mean a breach of this License Agreement by the Licensee. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

- i. the Licensee has not provided Services in accordance with provisions herein;
- ii. the Licensee has refused or failed to supply enough properly skilled Staff Personnel;
- iii. the Licensee has failed to make prompt payment to subcontractors or suppliers for any Services;
- iv. the Licensee has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Licensee's creditors, or the Licensee has taken advantage of any insolvency statute or debtor/creditor law or if the Licensee's affairs have been put in the hands of a receiver;
- v. the Licensee has failed to obtain the approval of the County where required by this License Agreement;
- vi. the Licensee has failed to provide "adequate assurances" as required under section "B" below; or
- vii. the Licensee has failed in the representation of any warranties stated herein.

B. When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Licensee's ability to perform the Services or any portion thereof, the County may request that the Licensee, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Licensee's ability to perform in accordance with the terms of this License Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Licensee for portions of the Services which the Licensee has not performed. In the event that the Licensee fails to provide to the County the requested assurances within the prescribed time frame, the County may:

- i. treat such failure as a repudiation of this License Agreement; and
- ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

C. In the event the County shall terminate this License Agreement for default, the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

67. **Notice of Default – Opportunity to Cure:** If an Event of Default occurs in the determination of the County, the County may so notify the Licensee ("Default Notice"), specifying the basis for such default, and advising the Licensee that such default must be cured immediately or this License Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Licensee to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Licensee has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Licensee shall discontinue the Services upon the Termination Date.

68. **Remedies in the Event of Default:** If an Event of Default occurs, the Licensee shall be liable for all damages resulting from the default, including, but not limited to:
- a) lost revenues;
  - b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and
  - c) such other direct damages.

The Licensee shall also remain liable for any liabilities and claims related to the Licensee's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

69. **Termination and Suspension of Work:**

A. The County may immediately terminate this License Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.

B. The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

C. The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Licensee may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

70. **Termination by Licensee:** Licensee shall have the right upon thirty (30) calendar days from receipt of written notice to the County by certified or registered mail to the address set forth in this License Agreement to terminate this License Agreement at any time after the occurrence of one or more of the following events:

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

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

71. **Surrender of Concession:** At the expiration or earlier termination of the term of this License Agreement, Licensee shall peaceably surrender the Concession in as good a condition as the Concession was on the Commencement Date of this License Agreement, ordinary wear and tear and damage by condemnation, fire or other casualty excepted; all improvements made by the Licensee in connection with this License Agreement shall become the property of the County. Licensee shall deliver all keys, as applicable, for the Concession to the County at the place then fixed for the payment of rent, and shall notify the County in writing of all combinations of locks, safes and vaults, if any, in the Concession. Ordinary wear and tear shall be deemed not to include damage or injury caused by moving Licensee's property or trade fixtures into or

out of the Concession. Licensee's obligation to observe and perform the covenants set forth in this paragraph shall survive the expiration or earlier termination of the term of this License Agreement.

72. **Termination of Agreement:** Following the termination of this License Agreement the Licensee, within fifteen (15) calendar days, or earlier if determined by the County, shall forthwith remove all of its personal property not acquired under the terms of this License Agreement. Any personal property of Licensee not removed in accordance with this paragraph may be removed by the County for storage at the cost of the Licensee or shall constitute a gratuitous transfer of title thereof to the County for whatever disposition is deemed to be in the best interests of the County. The County shall not be liable to Licensee for the safekeeping of Licensee's personal property during or after termination of this License Agreement. The County shall have the senior interest in the Licensee's personal property. Licensee shall not remove any equipment, supplies in bulk, or fixtures within the Concession at any time without pre-approval in writing from the County. Licensee shall be liable to the County for the fair market value of any equipment, supplies in bulk, or fixtures removed without County pre-approved written permission. Licensee shall also be liable for any expenses incurred by the County in prosecuting any action against Licensee following unapproved item removal described above. Licensee shall also be liable to the County for any expenses incurred by the County in replacing any items wrongfully removed by Licensee. It is the intention of the parties to this License Agreement that all furnishings and equipment purchased or Licensed by the Licensee except those permanently affixed to buildings, as defined under the laws of the State of Florida, shall be the personal property of the Licensee. Upon the termination of this License Agreement and the removal of all personal property by Licensee, the Licensee shall deliver said premises to the County in the condition set forth in this Paragraph.
73. **Holding Over:** If Licensee continues to use and operate the Concession after the expiration of the term of this License Agreement, or any option period, without a new License Agreement reduced to writing and duly executed and delivered (even if Licensee shall have paid, and County shall have accepted, payment in respect to such unauthorized operations), Licensee shall be deemed to be operating and using the Concession only from month-to-month, subject to all covenants, conditions, and agreements of this License Agreement. If Licensee fails to surrender the Concession upon the termination of this License Agreement, then Licensee, in addition to any liabilities to County accruing there from, shall indemnify and hold harmless the County and its assigns and agents from loss or liability resulting from such failure, including, without limiting the generality of the foregoing, any claims made by any succeeding Licensee on such failure.
74. **Mechanics', Materialmen's and Other Liens:** Licensee agrees that it will not permit any mechanic's, materialmen's or other liens to stand against the Concession for work or materials furnished to Licensee; it being provided, however, that Licensee shall have the right to contest the validity thereof. Licensee shall immediately pay any judgment or decree rendered against Licensee, with all proper costs and charges, and shall cause any such lien to be reLicensed off record without cost to County.
75. **Lien:** The County shall have a lien upon all personal property of the Licensee on the Concession to secure the payment to the County of any unpaid money accruing to the County under the terms of this License Agreement.
76. **Limiting Legislative or Judicial Action:** In the event that any municipal, county, state, or federal body of competent jurisdiction passes any law, ordinance, or regulation in any way

restricting or prohibiting the use of The Park for the purposes of this License Agreement, this License Agreement will be null and void and unenforceable by any party to this License Agreement and the County shall have no further liability under this License Agreement. In the event that a referendum vote of the electorate of the County in any way restricts or prohibits the use of the Concession for the purposes of this License Agreement, this License Agreement will be null and void and unenforceable by any party to this License Agreement and the County shall have no further liability under this License Agreement. If the County deems the License Agreement null and void by function of this Paragraph, the County will not be liable to the Licensee for damages arising there from and the County shall have no further liability under this License Agreement.

**77. Non-Discrimination:** Licensee does hereby for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, covenant and agree that:

- i. No person on the ground of race, color, religion, national origin, sex, sexual orientation, age, residency within or outside Miami-Dade County, or handicap shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said Concession, except as provided by law.
- ii. During the performance of this License Agreement, Licensee agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, or veteran status, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.
- iii. By entering into this License Agreement, the Licensee attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Licensee or any owner, subsidiary or other firm affiliated with or related to the Licensee is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Licensee submits a false affidavit pursuant to this Resolution or the Licensee violates the Act or the Resolution during the term of this Contract, even if the Licensee was not in violation at the time it submitted its affidavit.
- iv. The Licensee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 45, Code of Federal Regulations, Article 80, Non-discrimination under programs receiving Federal Assistance through the County of Health, Education and Welfare - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
- v. In the event of breach of any of the above non-discrimination covenants, the County shall have the right to terminate the License Agreement and re-enter and repossess said Concession thereon and hold the same as if said License Agreement had never been made or issued. This provision shall not be effective, where applicable, until the procedures of Title 45, Code of Federal Regulations, Part 80, are followed and completed including exercise or expiration of appellate rights.
- vi. The Licensee shall not discriminate against any employee or applicant for employment in the performance of the License Agreement with respect to hiring, tenure, terms, conditions,



or privileges of employment because of age, sex or physical handicap (except where based on a bona fide occupational qualification); or because of marital status, color, religion, national origin, or ancestry.

**78. Conflict of Interest:**

The Licensee represents that:

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

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

- i) is interested on behalf of or through the Licensee directly or indirectly in any manner whatsoever in the execution or the performance of this License Agreement, or in the services, supplies or work, to which this License Agreement relates or in any portion of the revenues; or
- ii) is an employee, agent, advisor, or consultant to the Licensee or to the best of the Licensee's knowledge any subcontractor or supplier to the Licensee.

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

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

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

**79. Press Release or Other Public Information:** Under no circumstances shall the Licensee without the express written consent of the County:

A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Services being performed hereunder, unless the Licensee first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

B. Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and

C. Except as may be required by law, the Licensee and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Licensee or such parties has been approved or endorsed by the County.

80. **No Waiver of Right to Enforce:** The waiver by County of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or any subsequent breach of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of Guaranteed Monthly Rent and Percentage Fee hereunder by County shall not be deemed to be a waiver of any preceding breach by Licensee of any term, covenant, or condition of this License Agreement, other than the failure of Licensee to pay the particular Guaranteed Monthly Rent and Percentage Fee so accepted, regardless of County's knowledge of such preceding breach at the time of acceptance of such Guaranteed Monthly Rent and Percentage Fee.

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

82. **Bankruptcy:** The County reserves the right to terminate this License Agreement, if, during the term of any contract the Licensee has with the County, the Licensee becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Licensee under federal bankruptcy law or any state insolvency law.

83. **Authority Of The County's Project Manager:**

A. The Licensee hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this License Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the License Agreement; negligence, fraud or misrepresentation before or subsequent to acceptance of the Licensee's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

B. The Licensee shall be bound by all determinations or orders and shall promptly obey and follow every order of the County's Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Licensee agrees with the County's Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the County's Project Manager as soon thereafter as is practicable.

C. The Licensee must, in the final instance, seek to resolve every difference concerning the License Agreement with the County's Project Manager. In the event that the Licensee and the County's Project Manager are unable to resolve their difference, the Licensee may initiate a dispute in accordance with the procedures set forth in this Paragraph. Exhaustion of these

procedures shall be a condition precedent to any lawsuit permitted hereunder.

D. In the event of such dispute, the parties to this License Agreement authorize the County Mayor or designee, who may not be the County's Project Manager or anyone associated with this project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the License Agreement (including but not limited to claims in the nature of breach of the License Agreement, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Mayor within 10 days of the occurrence, event or act out of which the dispute arises.

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

**84. Mutual Obligations:**

A. Nothing in this License Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

B. In those situations where this License Agreement imposes an indemnity obligation on the Licensee, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Licensee fails to diligently defend such claims, and thereafter seek indemnity for costs from the Licensee.

**85. Rights Reserved to County:** All rights not specifically granted to the Licensee by this License Agreement are reserved to the County. The designation of any particular remedy for the County is without prejudice to any other relief available in law or equity, and all such relief is reserved to the County.

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

**87. Choice of Venue and Law:** Any litigation between the County and the Licensee relating in

any way to this License Agreement shall be brought and presented exclusively in a Court located in Miami-Dade County, Florida, and governed by the laws of Florida.

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

89. **Local, State and Federal Compliance Requirements:**

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

A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.

B. Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.

C. Environmental Protection Agency (EPA), as applicable to this Contract.

D. Miami-Dade County Code, Chapter 11A, Article 3. All Licensees and subcontractors performing work in connection with this License Agreement shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Licensee agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

E. "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.

F. Miami-Dade County Code Section 10-38 "Debarment".

G. Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.

H. Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

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

90. **Inspector General Reviews:**

***Independent Private Sector Inspector General Reviews***

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

***Miami-Dade County Inspector General Review***

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Licensee. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and License agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

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

corruption.

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

#### **91. Vendor Registration and Forms/Conflict of Interest:**

##### **a) Vendor Registration**

The Licensee shall be a registered vendor with the County's Department of Procurement Management, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, Licensee confirms its knowledge of and commitment to comply with the following:

- |  |  |
|--|--|
| <ol style="list-style-type: none"> <li>1. <i>Miami-Dade County Ownership Disclosure Affidavit</i><br/>(Section 2-8.1 of the County Code)</li> <li>1. <i>Miami-Dade County Employment Disclosure Affidavit</i><br/>(Section 2-8.1(d)(2) of the County Code)</li> <li>3. <i>Miami-Dade County Employment Drug-free Workplace Certification</i><br/>(Section 2-8.1.2(b) of the County Code)</li> <li>4. <i>Miami-Dade County Disability and Nondiscrimination Affidavit</i><br/><br/>(Section 2-8.1.5 of the County Code)</li> <li>5. <i>Miami-Dade County Debarment Disclosure Affidavit</i><br/>(Section 10.38 of the County Code)</li> <li>6. <i>Miami-Dade County Vendor Obligation to County Affidavit</i><br/><br/>(Section 2-8.1 of the County Code)</li> <li>7. <i>Miami-Dade County Code of Business Ethics Affidavit</i><br/><br/>(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)</li> <li>8. <i>Miami-Dade County Family Leave Affidavit</i><br/>(Article V of Chapter 11 of the County Code)</li> <li>9. <i>Miami-Dade County Living Wage Affidavit</i><br/>(Section 2-8.9 of the County Code)</li> <li>10. <i>Miami-Dade County Domestic Leave and Reporting Affidavit</i></li> </ol> | <p style="text-align: right;"><i>(Article 8, Section 11A-60 11A-67 of the County Code)</i></p> <ol style="list-style-type: none"> <li>11. <i>Subcontracting Practices</i><br/>(Ordinance 97-35)</li> <li>12. <i>Subcontractor /Supplier Listing</i><br/><br/>(Section 2-8.8 of the County Code)</li> <li>13. <i>Environmentally Acceptable Packaging</i><br/>(Resolution R-738-92)</li> <li>14. <i>W-9 and 8109 Forms</i><br/>(as required by the Internal Revenue Service)</li> <li>15. <i>FEIN Number or Social Security Number</i><br/>In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes: <ul style="list-style-type: none"> <li>▪ Identification of individual account records</li> <li>▪ To make payments to individual/Contractor for goods and services provided to Miami-Dade County</li> <li>▪ Tax reporting purposes</li> <li>▪ To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records</li> </ul> </li> <li>16. <i>Office of the Inspector General</i><br/>(Section 2-1076 of the County Code)</li> <li>17. <i>Small Business Enterprises</i></li> </ol> |
|--|--|

The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.

By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida

**19. Miami-Dade County E-Verify Affidavit**  
(Executive Order 11-116)

**18. Antitrust Laws**

**b) Conflict of Interest/Code of Ethics**

Section 2-11.1(d) of Miami-Dade County Code requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. All autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Miami-Dade County Code relating to Conflict of Interest and Code of Ethics. In accordance with 2-11.1 (y), the Miami Dade County Commission on Ethics and Public Trust (Ethics Commission) shall be empowered to review, interpret, render advisory opinions and letters of instruction and enforce the Conflict of Interest and Code of Ethics Ordinance.

**92. First Source Hiring Referral Program:**

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the Licensee, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five days, the Licensee is free to fill its vacancies from other sources. Licensee will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Licensee performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the Program are available at <https://iapps.southfloridaworkforce.com/firstsource/> or by contacting the SFWIB at (305) 594-7615, Extension 407.

**93. Public records and contracts for services performed on Behalf of Miami-Dade County**

The Licensee shall comply with the Public Records Laws of the State of Florida, including by not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the County in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as

otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Licensee upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement.

If The Licensee Has Questions Regarding The Application Of Chapter 119, Florida Statutes, To The Licensee's Duty To Provide Public Records Relating To This Contract, Contact The Custodian Of Public Records At (305) 375-5773, [isd-vss@miamidade.gov](mailto:isd-vss@miamidade.gov), 111 NW 1st Street, Suite 1300, Miami, Florida 33128

**94. Survival:**

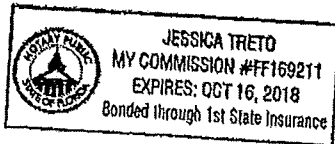
The parties acknowledge that any of the obligations in this License Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Licensee and the County under this License Agreement, which by nature would continue beyond the termination, cancellation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



IN WITNESS WHEREOF, the parties have executed this License Agreement effective as of the contract date herein above set forth.

<sup>Licensee</sup>  
Miami Kiteboarding Inc.  
By: [Signature]  
Name: Christophe Ribot  
Title: President  
Date: 8/23/2016  
Attest: [Signature]  
Corporate Secretary/Notary Public

Corporate Seal/Notary Seal



Miami-Dade County  
By: [Signature]  
Name: Carlos Gimenez  
Title: Mayor  
Date: 2/10/17  
Attest: [Signature]  
Clerk of the Board

Approved by County Attorney as to form  
and legal sufficiency



**Appendix A****OPERATION OF WATERSPORTS CONCESSION AT CRANDON PARK****1.0 Scope of Services**

The Licensee shall operate a water sports Concession at Crandon Park ("Park") located at 6747 Crandon Boulevard, Miami, Florida 33149 in accordance with the provisions of this Agreement. The water sports Concession area is located between pristine Bear Cut Nature Preserve and a world renowned swimming/sunbathing beach.

**2.0 Background**

Miami-Dade Parks, Recreation and Open Spaces (PROS) is one of the busiest and largest leisure service agencies in the United States. Each year, 25 million people use PROS's system to safely recreate, enjoy nature, become more physically fit, and to connect with neighbors, friends, and pets.

The Licensee shall provide a safe, high quality and customer-oriented operation with well-maintained equipment and experienced staff, and offer diverse programs and services normally associated with the water sports industry. The Licensee shall operate the Concession and supervise/instruct its customers in a manner that keeps beach patrons safe and so that its customers adhere to strict guidelines as it pertains to the protection/preservation of the ecologically sensitive Nature Preserve/sand dunes, and that fully conforms to the Crandon Park Master Plan ("CPMP"), as such plan may be amended from time to time.

Examples of services to be provided include the following:

2. Stand-up paddleboard rentals and instruction.
3. Kite boarding rentals and instruction.
4. Kayak Rentals

**Summer Camps and Educational Programs**

The licensee may provide summer camps and educational programs during the term of the Agreement. However, a maximum of 45 children/teenagers will be allowed at one time (per day).

**3.0 Site Description Watersport Activities Crandon Park:**

Operations at Crandon Park are to be based out of the North Concession building located at the north end of the Crandon Park beach area and shall include the surrounding beach and water area ("Site"). See attached Site Maps (Exhibits A1, A2 and A3 "Exhibits") – Crandon Kiteboarding area exhibits with information concerning the following:

**Kayak and stand-up paddleboard Activities**

The kayak and stand-up paddleboard designated launching/landing area shall be located east of the North Concession Building, between lifeguard towers #2 and #3 and marked by buoys. Rental customers for these activities shall be instructed to only enter/exit the water in this area and to stay clear of the swimming areas on either side of the launching/landing area. Kayak/paddle boarders will be instructed by the Beach Marshal to stay north of lifeguard tower 3, maintain a minimum distance of 300 feet (100 yards) from the shoreline at all times, and a maximum of 600 feet (200 yards) from shore. Rental kayaks and stand-up paddleboards may not travel south of the launching/landing area nor may they approach the shore anywhere along Crandon Beach other than the designated launching/landing

area. All kayaks must stay clear of any group activity near the shore on field trips with the Nature Center. The Beach Marshal shall restrict areas where patrons may go based on their ability to return safely to the designated launch area.

A maximum of 20 stand-up paddleboards and 30 kayaks will be allowed on the water at any given time. These limitations may be reviewed by PROS at the request of the Licensee. The Licensee may seek PROS approval in advance for a temporary increase to accommodate special events.

#### **Kiteboarding Activities**

Kite boarders must possess a minimum of IKO and/or PASA Level 3 or above certification to kiteboard out of Crandon Park without an instructor.

Patrons enter through the north beach entrance paying the appropriate parking fee and checking in with Crandon Park Watersports Concessionaire.

The Kite Boarding is open daily. Kiteboarding hours of operation are covered under section 10.

Kiteboarding activity may not take place until a lifeguard is on duty in Lifeguard Tower 1, 2, or 3 and until a Beach Marshal is present to sign in patrons and ensure rules are followed. A Beach Marshal must be present before Kiteboarders may enter the designated Kiteboarding area and at all times during the Kiteboarding approved activity to ensure rules are followed. Licensee shall require all pass holders and daily kiteboarders to sign in before entering the designated kiteboarding area. The sign in/out sheet must include printed name, date, time in, time out, pass holder number and description of the kite. Kiteboarding activities stop when the Lifeguards leave the towers and must exit the Park by sunset as with all park patrons.

A maximum of 30 kite boarders shall be allowed in the water at any given time. These limitations may be reviewed by PROS at the request of the Licensee. The Licensee may seek PROS approval in advance for a temporary increase to accommodate special events.

It is the responsibility of the Licensee to maintain this control and advise others not to enter the water.

There shall be no activity/entrance (on shore, 600 feet from shore, 900 feet from swimmers/boaters, paddle boards, kayaks, groups on Nature Center field trips or Eco Adventures™ guided tours) of any/all Kiteboarders, including instructors, students and kiteboarding equipment allowed north of lifeguard tower #1, this area known as Bear Cut Preserve is a protected natural area. The Beach Marshal shall restrict areas where patrons may go based on their ability to return safely to the designated launch area.

#### **Kiteboarding Entrance Procedures - Specifically**

The kiteboarding designated launching/landing area shall be restricted to north of the North Concession Building, between lifeguard towers #1 and #2. Rental patrons or students taking lessons for this activity shall be instructed to only enter/exit the water in this area.

Kite boarders may travel either north or south, but must maintain a minimum distance of 600 feet (200 yards) from the shoreline at all times when not launching or returning to the

shore (the Licensee will place marker buoys to mark the 600 foot minimum distance to aid kite boarders in maintaining a safe distance).

To the north of lifeguard tower 1, the Licensee shall direct kite boarders to stay east of a line of distinctive sandbars. Kite boarders must maintain a minimum of 900 feet (300 yards) from swimmers, boaters, paddle boards, kayaks, groups on Nature Center field trips or Eco Adventures™ guided tours.

For the safety of the beach patrons and the preservation of Crandon Park's Natural areas, Licensee will have a zero tolerance rule. Any/All Kite Boarders, including instructors and students, in the swimming area (South of Lifeguard Tower 2 on shore, 600 feet from shore, 900 feet from swimmers) or in the Bear Cut Nature Preserve (North of Lifeguard Tower 1 on shore, 600 feet from shore, 900 feet from swimmers) will be asked to leave for that day by the Licensee.

#### 4.0 Qualifications/Training

The Licensee has:

1. Five (5) years of diverse experience in kite boarding, paddle boarding and water sports programs;
2. Knowledge of business operations and the legal requirements associated with this type of operation;
3. Experience in the design, permitting and operation of a water sports area;
4. Adequate financial capacity to develop the Site and maintain operations;
5. Ability to acquire and maintain required licenses to operate the water sports area;
6. Open Water Lifeguard Certification;
7. CPR/First Aid Certification;
8. IKO or PASA certification utilizing IKO or PASA certified instructors.
9. All Licensee's employees must be approved by MDRF Lifeguard Chief and the Crandon Park Manager before operating an ATV or watercraft. Additionally, the Licensee's employees who will operate motorized boats (for assisting with rescues and other emergencies, as required) shall complete the following:
  - PWC Vessel Training
  - Approved ATV Training
  - Safe Boating course (only applicable for boat operators)

*Note: All required certifications must be in place prior to the start of operations of the water sports Concession. The required certifications are a continuing obligation of the Licensee throughout the duration of this Agreement. **A copy of the required certifications must be provided to PROS prior to the start of any watersports activities and kept current.** Also, the Licensee must keep a plastic folder at the Concession Building with copies of the current certifications to be reviewed at any time by the County.*

#### 5.0 Staffing Requirements

Management - One (1) Manager is required to be on Site during all hours of operation. The Manager must have the qualifications listed above. Staffing levels may not include instructors. Instructors while with a student, act in the capacity of an instructor only, and cannot at the same time be a Manager, Bear Cut Preserve/Swim Area monitor, check in staff member, Concession Attendant, or Beach Marshal. -

1. Paddle Board and Kayaks minimum staffing levels before activity may begin are as follows:

**Weekdays**

The minimum staffing levels required to rent paddle boards and kayaks is one (1) interior Concession Attendant (Manager may be used as the Concession Attendant in this case only) and one (1) Beach Marshal that is required to be located on the beach at the launch and returning location.

**Weekends/Holidays**

The minimum staffing levels required to rent paddle boards and kayaks is one (1) interior Concession Attendant and one (1) Beach Marshal that is required to be located on the beach at the launch and returning location.

2. Kiteboarding minimum staffing levels before activity may begin are as follows:

(wind speeds are based on the Kite Surfing/U of M recorded wind speeds or those agreeable to Licensee and PROS):

**Weekdays -** Weekday wind speeds exceeding 12 mph requires a minimum of one (1) Beach Marshal to be located on the beach at the launch and returning location and one (1) Concession Attendant. Weekday wind speeds of 19 mph to 24 mph requires a minimum of one (1) Bear Cut Preserve/Swim area monitor, one (1) Beach Marshal that is required to be located on the beach at the launch and returning location, and one (1) Concession Attendant. Weekday wind speeds from 25 mph to 29 mph requires a minimum of one (1) Bear Cut Preserve/Swim Area monitor, one (1) check in staff member, one (1) Beach Marshal that is required to be located on the beach at the launch and returning location, and one (1) Concession Attendant

**Weekends/Holidays -** Weekend/Holidays wind speeds of 12 mph to 18 mph requires a minimum of one beach front sign in staff member, one (1) Beach Marshal, and one (1) Concession Attendant. Weekend/holiday wind speeds of 19 mph to 24 mph requires a minimum of one Bear Cut Preserve/Swim Area monitor, one (1) beach front sign in staff member, one (1) Beach Marshal, and one (1) Concession Attendant. Weekend/holiday wind speeds from 25 mph to 29 mph requires a minimum of one (1) Bear Cut Preserve/Swim Area monitor, one (1) check in staff member, one (1) Beach Marshal, one (1) Concession Attendant, and one (1) on Water Monitor.

## **6.0 Operation and Quality of Services**

Licensee shall ensure that all patrons using kite boards, renting kayaks and standup paddle boards are of a sufficient skill level to adequately operate the craft, know how to execute proper safety procedures and are capable of returning to the designated area safely.

1. Detailed maps (Appendix B) clearly state the strict areas allowed for water sports activities. There is a zero tolerance protocol, enforced by the Licensee, for all individuals participating in water sports activities, who enter the Bear Cut Preserve, enter sand dunes, enter beach areas, ignore launching/landing designated areas or violate the distance from shore restrictions. Excessive winds, unfavorable winds, inadequately trained customers and staff, understaffing etc. are not valid excuses for violations of the strict operational rules. Strict compliance with the zero tolerance protocol will require

the appropriate staffing levels and equipment (megaphones, 4 x 4 ATV, wave runner, etc.) for supervision of the Licensee's patrons. The water sports Concession shall close immediately if the Licensee is unable to supervise its patrons to a level acceptable to the Park Manager.

2. Individual kite boarders that come and practice their sport with their own equipment in the designated kite boarding area must follow the kite boarding safety guidelines set by Crandon Park. It shall be the duty and obligation of the Licensee to enforce those safety guidelines.
3. Licensee instructors shall provide adequate and proper kite boarding instructions to insure that participants are familiar with Crandon Park rules governing kite boarding and that they have an understanding of the basic skills necessary for kite boarding and can demonstrate those skills to the instructor's satisfaction. Licensee shall at all times maintain supervision on the beach to watch and ensure that kite boarders comply with all applicable rules and regulations regarding use of Crandon Park. Please refer to 3.0 above pertaining to requirement to kite boarding at Crandon Park without an instructor. Minimum Supervision/Staff requirements are weather dependent. Additional/more specific requirements are included in this Concession Agreement.
4. Licensee shall require all kayak renters, paddleboard renters, kite boarding pass holders, daily guests, patrons that are renting kite boarding equipment from the Licensee and/or are obtaining kite boarding instruction from Licensee to sign a waiver and full release of liability form against the County, its agents and employees ("Waiver") which will be provided by the Licensee and approved by PROS. The Licensee shall provide a signed, updated monthly, set (copy) of full release liability forms at the Crandon Park office. New forms will be required to be signed by patrons on a yearly basis. The Licensee agrees to keep and store in a safe location all such Waivers for the entire term of this Concession Agreement and, at the expiration or earlier termination of this Concession Agreement, to deliver all such records to the PROS at Crandon Park Office.
5. Licensee shall require all kayak renters, paddleboard renters, kite boarding pass holders, daily guests, patrons that are renting kite boarding equipment from the Licensee and/or are obtaining kite boarding instruction from Licensee to sign a detailed set of Crandon Park Kite Boarding Rules with map showing approved activity sites and prohibited areas provided by the Licensee and approved by PROS. The Licensee shall provide a signed, updated monthly, set (copy) of signed rules at the Crandon Park office. New forms will be required to be signed by patrons on a yearly basis. The Licensee agrees to keep and store in a safe location all such forms for the entire term of this Concession Agreement and, at the expiration or earlier termination of this Concession Agreement, to deliver all such records to the PROS at Crandon Park Office.
6. Licensee shall require all pass holders, instructors, students and daily kite boarders to sign in before entering the designated kite boarding area between lifeguard tower 1 and 2 and out before leaving. The sign in/out sheet must include printed name, date, time in, time out, pass holder number and description of the kite.
7. Provide an operation that is safe and customer-oriented with prompt complaint resolution by well-trained and professional staff.
8. Provide high quality customer service and reasonably adjust program and service

offerings to meet customer demands, including establishing regular hours of operation, subject to approval by PROS.

9. Provide all services, and concessions prices must be approved in advance by PROS. Such services, types of concessions, and charges may be modified only by written request of the Licensee to PROS and upon approval by PROS. Such approval shall be in writing at least 30 days prior to implementation of the modification.
10. Pay for all operating expenses associated with the day-to day operations of the water sports area. This shall include utilities expenses. The Licensee shall pay to the County \$200.00 per month to cover utilities and trash removal.
11. Install and maintain signage in accordance with the Crandon Park Master Plan and Article 7, and as approved by PROS. At a minimum, signage shall include hours of operation, fees, map of permitted usage/prohibited areas and required safety requirements.
12. Supply, within 15 days of the Notice to Proceed date, and maintain an Operations manual to be approved by PROS.
13. Include in Operations Manual an emergency plan and hurricane plan, to include how the Licensee shall handle accidents, emergencies and how Licensee will secure the Site in the event of an emergency/hurricane.
14. Ensure that employees are distinctively uniformed and with name tags so as to be distinguishable as the Licensee staff and not PROS employees.
15. Promote the Park's offerings through marketing and the quality provision of all concession services with the highest level of service to the public. Promotional flyers or advertisements for special events shall include the Miami-Dade County or PROS logo. The Licensee shall submit sample or mock-up of such publicity or materials to PROS for review and approval.
16. Enforce strict adherence to federal, state and local safety guidelines required for all water sports, including requiring participants to wear U.S. Coast Guard-approved life jackets for all water sports; chest protectors, personal flotation device (PDF), break-away tethers while kite boarding, and making such safety gear available for use at an approved rental fee.
17. Ensure the water sports area remains in safe, clean, and usable condition on a daily basis, to include, but not be limited to, removing debris from the water sports area and shoreline, inspecting and maintaining all equipment, and maintaining the Concession area, as well as performing regular trash collection and maintenance of the Site and associated grounds, etc., as applicable, at its own expense.
18. Take proper care of the facilities and use the same in a careful manner and shall, at its own expense, repair PROS property or facilities damaged by its operations.
19. Store equipment on Site in designated areas only. PROS will not be responsible for any loss or damage of the Licensee's equipment or supplies.

20. Licensee may place up to 10 umbrellas, 20 chairs and 2 tables (PROS approved) east of the North Concession Stand for their customers use. Tables and chairs may not be rented and must be removed from the beach before the close of business each day. Licensee will be responsible for cleanup and trash collection/removal from this area by the close of business each day.
21. The Licensee may use a water trampoline weekdays only during summer camps provided they have proper supervision and it is anchored in an area of adequate water depth per manufacture recommendation at low tide. The water trampoline must be removed before the close of business hours daily and stored off the beach. Additional usage of the trampoline may be granted by prior PROS approval.
22. The Licensee must keep an emergency access roadway open and clean of water sports activities in front of the North Concession Stand and between Lifeguard Tower 1 and 3. The Licensee must purchase and install orange cones designating the area between Tower 1 and 2. The Licensee is responsible for ensuring the setup of the cones each day, as well as monitoring that the cones remain in place.
23. Operator shall have the right to sell non-alcoholic sports-type beverages and prepackaged snacks at the permitted premises. No ice cream, cooking or food preparation of any kind will be permitted on Site. Additional food concession items may be granted with prior approval of PROS. Operator may sell equipment and supplies directly associated with approved activities. The currently approved activities include Kiteboarding, Paddle boarding and Kayaking. Operator shall submit a list of items in advance for approval of sale items.
24. Utilize an electronic cash register for all transactions. The cash register must have the ability to produce "Z" reports (i.e., sales totals for each day) and "X" reports (i.e., sales totals at any given time); run dual tapes, or have the ability to print out an itemized account of each transaction each day; and print the date and time on journal tape and on each individual sales receipt.
25. Develop a process for coordinating requests from the public or outside entities requesting use of the water sports area (e.g., for competitions, tournaments, or training purposes).
26. Employ a qualified, full-time on-Site Manager or designee who will be available during normal business hours and be on call, at all times, for emergencies or other matters related to the water sports area.
27. The Licensee's working staff will be afforded free parking per a bi-weekly schedule provided to the Park Manager in advance. Separate from the 2 vehicles allowed to be parked at the north concession stand, all additional staff members are required to park their cars in the parking lot. In the event the Park transfers to a pay-by-phone parking system or similar, the Licensee will be responsible for identifying staff members' vehicles using a PROS approved sticker, tag or similar decal.
28. Provide any additional services with associated fees by mutual agreement of the Licensee and PROS.
29. PROS reserves the right to schedule special events that may preclude the water sports



area from operating during a given event. PROS will use reasonable efforts to notify the Licensee as early as possible of these special events, but in no event later than two weeks prior to the special event. PROS may also close the park during inclement weather conditions.

30. Removable sign(s) will be installed on-Site daily by the Licensee in accordance with Crandon Park Master Plan and Article 7 of the Charter of Miami-Dade County. Sign(s) will display: guidelines and boundaries, as well as registration requirements. Information signs shall be placed at the tollbooth North entrance and Crandon Park Office to remind patrons of necessary registration before riding and the maximum number of riders on the water. Signs shall be removed and stored at the time of closing.

31. All activities and operations of the Licensee must conform to and comply with Chapter 26, Park and Recreation Rules and Regulations and Article 7 of the Charter of Miami-Dade County, as well as the applicable rules and regulations of the Park.

#### **7.0 Payment Schedule**

Payment provisions are as stated in terms and conditions of the Agreement, including Articles 13, 14, 15, and 38 and any other payment related provisions therein. All paid activities occurring at the Concession or emanating from or utilizing Crandon Park in any way are considered part of Gross Receipts, as further defined in terms and conditions of the Agreement Article 26, for this Concession regardless of how the activity was arranged and includes via internet at any other location or through any other method.

#### **8.0 Background Screening**

In accordance with Miami-Dade County Ordinance No. 08-07 titled Chapter 26, Park and Recreation Department Rules and Regulations, Article III, The Shannon Melendi Act, all Licensee's personnel and volunteers that will provide any service at the Concession or related activities must be in compliance with the requirements set forth under the Act prior to the scheduled start of employment or volunteerism.

#### **9.0 Lifeguard Requirements**

Licensee shall prohibit staff Kiteboarding, pass holder/patrons Kiteboarding, Kiteboarding Lessons, Kayaking, Paddle Boarding or any other PROS approved watersport activity in their area of responsibility, without a Miami Dade Fire Rescue Certified Lifeguard occupying Lifeguard Tower 1 and/or 2 and/or 3.

#### **10.0 Instructions/Lessons**

The designated area for lessons is a minimum of 300 feet from shore utilizing the sand bar that lies east of Lifeguard Tower 1 and extends to the north-east. Students may enter the teaching area from adjacent to Life Guard Tower 1 east, north east along the sand bar. Lessons are to be given along the eastern edge of the sandbar to the north and toward the east. No students or instructors are allowed to enter the Bear Cut Nature Preserve.

Lessons may be given under the same strict rules and hours as documented in this Scope with one exception. From Memorial Day weekend through the weekend before Miami-Dade public schools start and Labor Day including WEEKENDS/HOLIDAYS, Basic Lessons, only, may be offered in the designated teaching area that does not include the usage of a board outside of the area between Lifeguard Towers 1 and 2.

Instructors are not allowed to ride a board during summer weekends and holidays.

#### **11.0 Hours of Operation**

Licensee will be open daily at Crandon Park (unless inappropriate weather conditions do not allow kite boarding, kayak and paddle boarding). Kite boarding, kayak and paddle boarding are allowed only during regular hours of operation of the Licensee, when there are minimum staffing levels and lifeguards are present. With the exception of one (1) staff member and one (1) Manager, ALL patrons and staff MUST exit Crandon Park by SUNSET. It is the responsibility of the Licensee to inform its customers of this Crandon Park rule in advance of their participation in their prospective water sport. Additionally, it is the responsibility of the Licensee to cease operations and call in its customers from the water at the appropriate time to meet the Crandon Park closing deadline. The Licensee is responsible for all watersports activities occurring at the Concession.

The Licensee shall fly a distinctive color flag designating when the Concession is OPEN and fly a distinctive color flag designating when the Concession is CLOSED.

The specific hours of operation of the Concession will be as follows:

1. During summer (from Memorial Day weekend to September, Labor Day) - weekdays only (Monday to Friday) from 9:30 AM to 6:30 PM.
2. During fall (day after Labor Day until Eastern Standard day) all week and weekends from 9:30 AM to 6:30 PM.
3. During winter (Daylight Savings day to one day before time change) - all week and weekends from 9:30 AM till 4:30 PM
4. During Spring (from time change day to one day before Memorial Day) all week and weekends from 9:30 AM to 6:30 PM

Licensee may not offer kite boarding and lessons to the public during weekends and holidays from Memorial Day weekend through the weekend before Miami-Dade County public schools start. The no kite boarding restriction shall include Labor Day weekend. Licensee shall not offer kite boarding, lessons, paddle boarding or kayaking during the annual County sponsored tennis tournament (Tennis Tournament) occurring at Crandon Tennis Center. No Kite boarding, including lessons, will be offered on Easter Sunday, Mother's Day and during the Tennis Tournament. Concession operation may close temporarily or for a period of time due to beach closures associated with weather, beach maintenance or water quality.

Licensee may request in advance to open outside of the hours of operations listed above under the following restrictions:

1. Advance approval from the Park Manager; and,
2. A Miami Dade County Lifeguard is hired by Licensee through MFD Special Events hiring process; and,
3. Concession operations do not begin before ½ HOUR AFTER SUNRISE AND extend beyond ½ HOUR BEFORE SUNSET.

#### **12.0 Safety Closure of Kite Boarding, Kayaks and Paddle Boarding**

Paddle Boarding and Kayaks - The Licensee shall cease the rental of paddle boards and kayaks under the following conditions:

1. Unsafe wind speed (14 mph sustained)
2. Unsafe waves
3. Unsafe tides/currents

**Kite Boarding**

1. Sustained wind speeds in excess of 30 Knots (34 mph) requires closure of kite boarding activities.
2. Wind conditions occurring such that kite boarders are unable to stay out the minimum distance of 600 ft. from the beach.

Licensee MUST request permission to close the Concession stand in advance from the Park Manager. A sign will be posted by the Licensee at the toll booth when the Concession is closed due to inclement weather or for any reason that restricts the kite boarding, kayak or paddle board usage.

If the Licensee requests to close operations for any reason, it does not release the Licensee of the responsibility to provide adequate supervision of its area of responsibility. A staff member of the Licensee is required to be present during the hours of operation to inform its customers that the concession is closed.

**13.0 Access and Use of Kayak Concession Building at Crandon Park by University of Miami and County**

The Licensee will have access and use of the North Concession Building as part of this Agreement. The University of Miami (the "University") has been authorized by PROS to conduct ongoing tidal research at Crandon Park, which requires the placement of testing equipment in a secured closet located within the North Concession building. Licensee shall allow University of Miami personnel to access this equipment during normal business hours and to at no time interfere, tamper or in any way disturb the University's testing equipment or the University's access to the area containing the testing equipment. In addition, Eco Adventures, a County entity, will have access to the Concession Building for storage and operations, which will not impede the operations of Licensee and Licensee shall also allow PROS staff and any other individual(s) authorized by the County use of the Concession Building during times of emergencies (i.e. Hurricanes) and/or for reasons of public welfare.

**14.0 Crandon Park Master Plan**

1. Licensee shall review and at all times abide by the terms and conditions contained in the Crandon Park Master Plan. There shall be no logos, signs, banners, flags, balloons, vending machines or any other means of sales or promotion visible from outside of any structure, whether temporary or permanent. At the time of all events, temporary directional signs may be set up not sooner than the day before the event and these signs must be removed not later than the day after the last day of event. Such signs shall not include the names of sponsors. No logos shall be used on these signs. Signs shall not be placed in such a manner that they obscure any permanent signs, and in no case should they be nailed or otherwise fastened to any tree or existing sign. Signs shall not include electrical lighting, reflectors or any moving parts. The temporary directional signs shall be placed below the regular sign.
2. All advertising, promotion or merchandising, either expressed or implied, including but not limited to visual, organoleptic (taste and color), verbal or audio, shall be prohibited on exterior surfaces, on interior of windows if visible from any area surrounding the buildings, on any vehicles parked by the watersports concession building or any areas within Crandon Park. Advertising, promotional, or identifying umbrellas, banners, balloons or similar devices, outdoor vending machines, or merchandise awnings, bench

advertising and similar devices, shall be prohibited on Crandon Park.

3. There shall be no overnight vehicle storage and/or trailer storage of any kind in Crandon Park without advance approval by PROS. Only one ATV and two vessels ("jetski") will be allowed for overnight storage for safety purposes.
4. All promotional literature, telecasts, broadcast, or any other advertising promotion or medium, including flyers, prepared or organized by Licensee for kite boarding, stand-up paddle boarding and kayaking at Crandon Park shall identify and credit its location as "Crandon Park, Miami, Florida."

**15.0 Responsibilities of PROS**

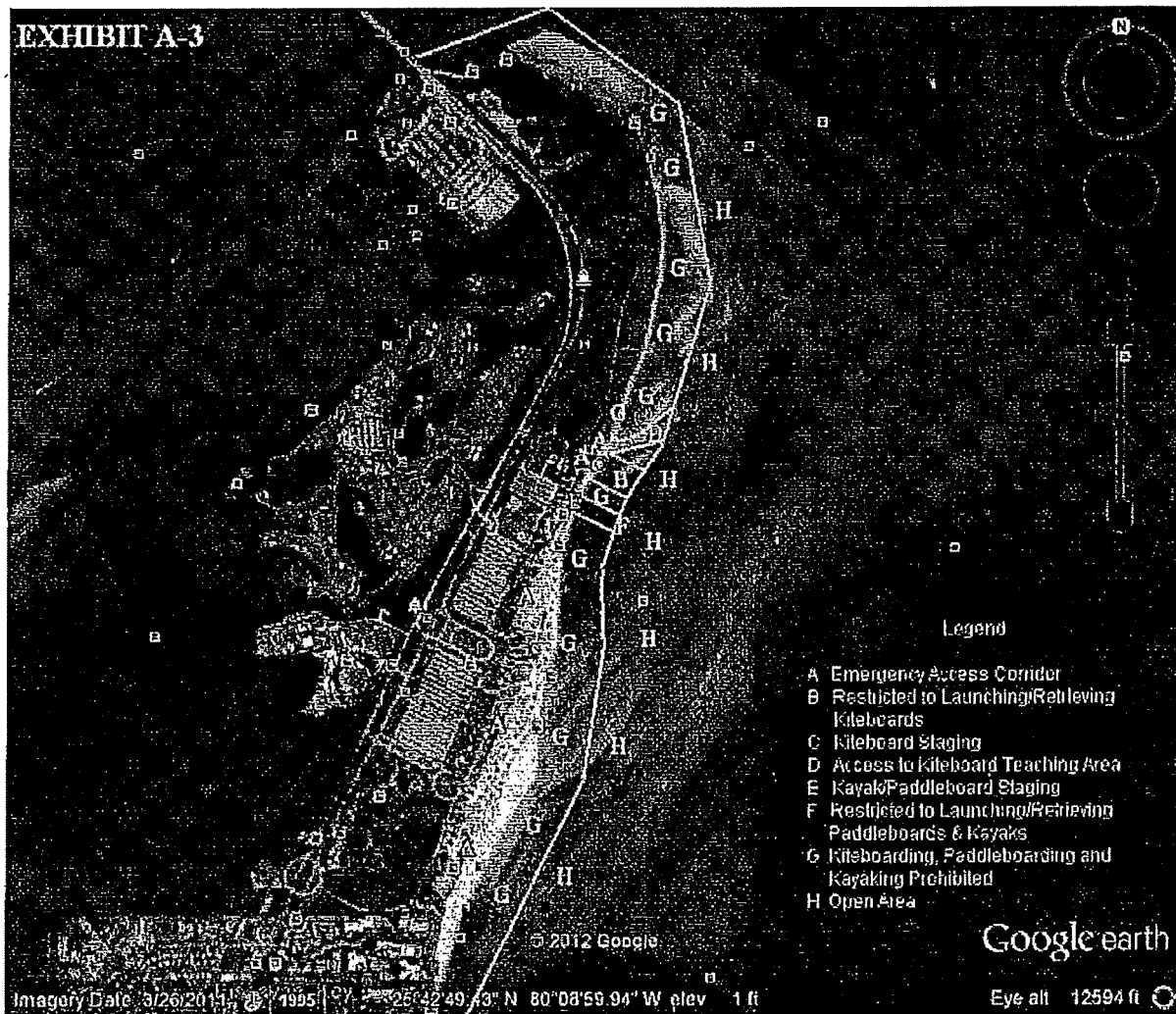
PROS will provide Licensee with two (2) parking spaces reserved for its vehicles, located at the North Concession Stand. Working staff members will be allowed to enter Crandon Park for free.

# Appendix B

## EXHIBITS







**WATER ACCESS FEES AT CRANDON AND  
MATHESON HAMMOCK PARKS**

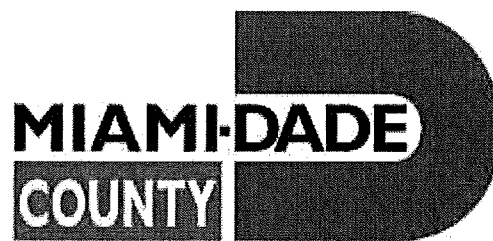
**ATTACHMENT F**



## **Solicitation RFP-00181**

# **WATER SPORTS CONCESSION AT CRANDON PARK**

**Solicitation Designation: Public**



**Miami-Dade County**

## Solicitation RFP-00181 WATER SPORTS CONCESSION AT CRANDON PARK

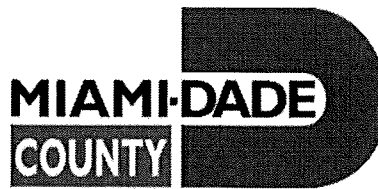
|                             |   |
|-----------------------------|---|
| Solicitation Number         | RFP-00181   |
| Solicitation Title          | WATER SPORTS CONCESSION AT CRANDON PARK   |
| Solicitation Start Date     | In Held   |
| Solicitation End Date       | Feb 19, 2016 6:00:00 PM EST   |
| Question & Answer End Date  | Jan 26, 2016 6:00:00 PM EST   |
| Solicitation Contact        | Yuly Chaux<br>305-375-4263<br>ychaux@miamidade.gov  |
| Solicitation Contact        | Andrew Zawoyski<br>305-375-5663<br>AZAWOY@miamidade.gov   |
| Contract Duration           | See Specifications  |
| Contract Renewal            | See Specifications  |
| Prices Good for             | Not Applicable  |
| Pre-Solicitation Conference | Jan 22, 2016 1:30:00 PM EST<br>Attendance is optional<br>Location: North Beach Nature Center<br>4000 Crandon Blvd Lot # 1 at North Beach Miami, FL 33149  |
| Solicitation Comments       | Miami-Dade County is soliciting proposals from experienced and capably financed entities to operate a water sports concession at Crandon Park ("Park") located at 6747 Crandon Boulevard, Miami, Florida. The type of water sports envisioned include stand-up paddleboard rentals and instruction, kite boarding rentals and instruction, kayak rentals and services normally associated with the water sports industry. |

### Item Response Form

|   |  |
|---|--|
| Item                                    | RFP-00181--01-01 - Operation of Watersports Concession at Crandon Park   |
| Quantity                                | 1 each   |
| Prices are not requested for this item. |  |
| Delivery Location                       | <b>Miami-Dade County</b><br><u>Miami-Dade County</u><br>111 NW 1 Street<br>Suite 1300<br>Miami FL 33128<br>Qty 1 |

**Description**

Concession operation of a watersports program at Crandon.



**REQUEST FOR PROPOSALS (RFP) No. 00181  
FOR  
OPERATION OF WATERSPORTS CONCESSION AT CRANDON PARK**

**PRE-PROPOSAL CONFERENCE TO BE HELD:**

Friday, January 22, 2015 at 1:30 PM (local time)  
North Beach Biscayne Nature Center  
4000 Crandon Blvd - Lot #1- at North Beach  
Miami, Florida 33149

**ISSUED BY MIAMI-DADE COUNTY:**

Internal Services Department  
for  
Parks, Recreation and Open Spaces Department

**COUNTY CONTACT FOR THIS SOLICITATION:**

Contracting Officer: Yuly Chaux-Ramirez, CPPB  
Address: 111 NW 1st Street, Suite 1300, Miami, Florida 33128  
Telephone: (305) 375-4263  
E-mail: ychaux@miamidade.gov

**PROPOSAL RESPONSES DUE:**

February 19, 2016 at 6:00 PM (local time)

Electronic proposal responses to this RFP are to be submitted through a secure mailbox at BidSync until the date and time as indicated in this document. It is the sole responsibility of the Proposer to ensure its proposal reaches BidSync before the Solicitation closing date and time. There is no cost to the Proposer to submit a proposal in response to a Miami-Dade County solicitation via BidSync. Electronic proposal submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files. All proposals received and time stamped through the County's third party partner, BidSync, prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped after the proposal submittal deadline will be evaluated by the procuring department in consultation with the County Attorney's Office to determine whether the proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. The County will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s).

A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal due date. The County will only consider the latest version of the proposal. For competitive bidding opportunities available, please visit the County's Internal Services Department website at: <http://www.miamidade.gov/procurement/>.

Requests for additional information or inquiries must be made in writing and submitted using the question/answer feature provided by BidSync at [www.bidsync.com](http://www.bidsync.com). The County will issue responses to inquiries and any changes to this Solicitation it deems necessary in written addenda issued prior to the proposal due date (see addendum section of BidSync Site). Proposers who obtain copies of this Solicitation from sources other than through BidSync risk the possibility of not receiving addenda and are solely responsible for those risks.

**1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS****1.1 Introduction**

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade County Park, Recreation and Open Spaces Department ("PROS"), is soliciting proposals from experienced and capably financed entities to operate a water sports concession at Crandon Park ("Park") located at 6747 Crandon Boulevard, Miami, Florida. The type of water sports envisioned include stand-up paddleboard rentals and instruction, kite boarding rentals and instruction, kayak rentals and services normally associated with the water sports industry. Selected Proposer will have the right to sell non-alcoholic sports-type beverages and prepackaged snacks; however, no ice cream, cooking or food preparation of any kind will be permitted on the Site. All water sports concession operations shall be conducted in conformance with the Crandon Park Master Plan as such plan may be amended from time to time.

The County anticipates awarding a contract for a five year period, with two (2), two-year options to renew, at the County's sole discretion.

**The anticipated schedule for this Solicitation is as follows:**

|                                    |  |
|------------------------------------|--|
| Solicitation Issued:               | December 29, 2015  |
| Pre-Proposal Conference:           | See front cover for date, time, and place. Attendance is recommended but not mandatory. If you need a sign language interpreter or materials in accessible format for this event, please call the ADA Coordinator at (305) 375-2013 or email <a href="mailto:hjwrig@miamidade.gov">hjwrig@miamidade.gov</a> at least five days in advance. |
| Deadline for Receipt of Questions: | January 26, 2016   |
| Proposal Due Date:                 | See front cover for date and time.   |
| Evaluation Process:                | March / April 2016   |
| Projected Award Date:              | May 2016   |

**1.2 Definitions**

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

1. The word "Contractor" to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation, also to be known as "the prime Contractor".
2. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
3. The word "Proposal" to mean the properly signed and completed written submission in response to this solicitation by a Proposer for the Services, and as amended or modified through negotiations.
4. The word "Proposer" to mean the person, firm, entity or organization, as stated on the Solicitation Submittal Form, submitting a response to this Solicitation.
5. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
6. The word "Solicitation" to mean this Request for Proposals (RFP) or Request for Qualifications (RFQ) document, and all associated addenda and attachments.
7. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor.
8. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Solicitation.

**1.3 General Proposal Information**

The County may, at its sole and absolute discretion, reject any and all or parts of any or all responses; accept parts of any and all responses; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the responses received as a result of this process. In the event that a Proposer wishes to take an exception to any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its proposal. No exception shall be taken where the Solicitation specifically states that exceptions may not be taken. Further, no exception shall be allowed that, in the County's sole discretion, constitutes a material deviation from the requirements of the Solicitation. Proposals taking such exceptions may, in the County's sole discretion, be deemed nonresponsive. The County reserves the right to request and evaluate additional information from any respondent regarding respondent's responsibility after the submission deadline as the County deems necessary.

The submittal of a proposal by a Proposer will be considered a good faith commitment by the Proposer to negotiate a contract with the County in substantially similar terms to the proposal offered and, if successful in the process set forth in this Solicitation and subject to its conditions, to enter into a contract substantially in the terms herein. Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the proposal due date or upon the expiration of 180 calendar days after the opening of proposals.

Proposers are hereby notified that all information submitted as part of, or in support of proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law". The Proposer shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, the County may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's written withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. Under no circumstances shall the County request the withdrawal of the confidentiality restriction if such communication would in the County's sole discretion give to such Proposer a competitive advantage over other proposers. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsive. To request a copy of any ordinance, resolution and/or administrative order cited in this Solicitation, the Proposer must contact the Clerk of the Board at (305) 375-5126.

#### 1.4 **Cone of Silence**

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon each RFP or RFQ after advertisement and terminates at the time a written recommendation is issued. The Cone of Silence prohibits any communication regarding RFPs or RFQs between, among others:

- potential Proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff, County Commissioners or their respective staffs;
- the County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff; or
- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective selection committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Services Section, the responsible Procurement Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- oral communications at pre-proposal conferences and oral presentations before selection committees during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting;
- recorded contract negotiations and contract negotiation strategy sessions; or
- communications in writing at any time with any county employees, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP or RFQ with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at [clerkbcc@miamidade.gov](mailto:clerkbcc@miamidade.gov).

All requirements of the Cone of Silence policies are applicable to this Solicitation and must be adhered to. Any and all written communications regarding the Solicitation are to be submitted only to the Procurement Contracting Officer with a copy to the Clerk of the Board. The Proposer shall file a copy of any written communication with the Clerk of the Board. The Clerk of the Board shall make copies

available to any person upon request.

### **1.5 Communication with Selection Committee Members**

Proposers are hereby notified that direct communication, written or otherwise, to Evaluation/Selection Committee members or the Evaluation/Selection Committee as a whole are expressly prohibited. Any oral communications with Evaluation/Selection Committee members other than as provided in Section 2-11.1 of the Miami-Dade County Code are prohibited.

### **1.6 Public Entity Crimes**

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

### **1.7 Lobbyist Contingency Fees**

- a) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
- b) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

### **1.8 Collusion**

In accordance with Section 2-8.1.1 of the Code of Miami-Dade County, where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean Proposer or the principals thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership interest in another Proposer for the same contract. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

## **2.0 SCOPE OF SERVICES**

### **OPERATION OF WATERSPORTS CONCESSION AT CRANDON PARK**

#### **2.0 Scope of Services**

The Licensee shall operate a water sports Concession at Crandon Park ("Park") located at 6747 Crandon Boulevard, Miami, Florida 33149 in accordance with the provisions of any agreement issued as a result of this solicitation. The water sports Concession area is located between pristine Bear Cut Nature Preserve and a world renowned swimming/sunbathing beach.

#### **2.1 Background**

Miami-Dade Parks, Recreation and Open Spaces (PROS) is one of the busiest and largest leisure service agencies in the United States. Each year, 25 million people use PROS's system to safely recreate, enjoy nature, become more physically fit, and to connect with neighbors, friends, and pets.

The Licensee shall provide a safe, high quality and customer-oriented operation with well-maintained equipment and experienced staff, and offer diverse programs and services normally associated with the water sports industry. The Licensee shall operate the Concession and supervise/instruct its customers in a manner that keeps beach patrons safe and so that its

customers adhere to strict guidelines as it pertains to the protection/preservation of the ecologically sensitive Nature Preserve/sand dunes, and that fully conforms to the Crandon Park Master Plan ("CPMP"), as such plan may be amended from time to time.

Examples of services to be provided include the following:

- Stand-up paddleboard rentals and instruction.
- Kite boarding rentals and instruction.
- Kayak Rentals

## 2.2 **Site Description Watersport Activities Crandon Park:**

Operations at Crandon Park are to be based out of the North Concession building located at the north end of the Crandon Park beach area and shall include the surrounding beach and water area ("Site"). See attached Site Maps (Exhibits A1, A2 and A3 "Exhibits") – Crandon Kiteboarding area exhibits with information concerning the following:

### 2.2.1 **Kayak and stand-up paddleboard Activities**

The kayak and stand-up paddleboard designated launching/landing area shall be located east of the North Concession Building, between lifeguard towers #2 and #3 and marked by buoys. Rental customers for these activities shall be instructed to only enter/exit the water in this area and to stay clear of the swimming areas on either side of the launching/landing area. Kayak/paddle boarders will be instructed by the Beach Marshal to stay north of lifeguard tower 3, maintain a minimum distance of 300 feet (100 yards) from the shoreline at all times, and a maximum of 600 feet (200 yards) from shore. Rental kayaks and stand-up paddleboards may not travel south of the launching/landing area nor may they approach the shore anywhere along Crandon Beach other than the designated launching/landing area. Rental kayaks must stay clear of any group activity near the shore on field trips with the Nature Center. The Beach Marshal shall restrict areas where patrons may go based on their ability to return safely to the designated launch area.

A maximum of 15 stand-up paddleboards and 25 kayaks will be allowed on the water at any given time. These limitations may be reviewed by PROS at the request of the Licensee. The Licensee may seek PROS approval in advance for a temporary increase to accommodate special events.

### 2.2.2 **Kiteboarding Activities**

2.2.2.1 Kite boarders must possess a minimum of IKO and/or PASA Level 3 or above certification to kiteboard out of Crandon Park without an instructor.

2.2.2.2 Patrons enter through the north beach entrance paying the appropriate parking fee and checking in with Crandon Park Watersports Concessionaire.

2.2.2.3 The Kite Boarding is open daily. Kiteboarding hours of operation are covered under 2.9.1

2.2.2.4 Kiteboarding activity may not take place until a lifeguard is on duty in Lifeguard Tower 1, 2, or 3 and until a Beach Marshal is present to sign in patrons and ensure rules are followed. A Beach Marshal must be present before Kiteboarders may enter the designated Kiteboarding area and at all times during the Kiteboarding approved activity. Licensee shall require all members and daily kiteboarders to sign in before entering the designated kiteboarding area. The sign in/out sheet must include printed name, date, time in, time out, member number and description of the kite.

2.2.2.5 Kiteboarding activities stop when the Lifeguards leave the towers and must exit the Park by sunset as with all park patrons.

2.2.2.6 Kiteboarding activity may not take place until a Beach Marshal is present to sign in patrons and ensure rules are followed. A beach Marshal must be present before Kiteboarders may enter the designated Kiteboarding area and at all times during the Kiteboarding approved activity.

2.2.2.7 A maximum of 25 kite boarders shall be allowed in the water at any given time. These limitations may be reviewed by PROS at the request of the Licensee. The Licensee may seek PROS approval in advance for a temporary increase to accommodate special events.

- 2.2.2.8 It is the responsibility of the Licensee to maintain this control and advise others not to enter the water.
- 2.2.2.9 There shall be no activity/entrance (on shore, 600 feet from shore, 900 feet from swimmers/boaters, paddle boards, kayaks, groups on Nature Center field trips or Eco Adventures™ guided tours) of any/all Kiteboarders, including instructors, students and kiteboarding equipment allowed north of lifeguard tower #1, this area known as Bear Cut Preserve is a protected natural area. The Beach Marshal shall restrict areas where patrons may go based on their ability to return safely to the designated launch area.
- 2.2.2.10 Kiteboarding Entrance Procedures - Specifically
- 2.2.2.10.1 The kiteboarding designated launching/landing area shall be restricted to north of the North Concession Building, between lifeguard towers #1 and #2. Rental patrons or students taking lessons for this activity shall be instructed to only enter/exit the water in this area.
- 2.2.2.10.2 Kite boarders may travel either north or south, but must maintain a minimum distance of 600 feet (200 yards) from the shoreline at all times when not launching or returning to the shore (the Licensee will place marker buoys to mark the 600 foot minimum distance to aid kite boarders in maintaining a safe distance).
- 2.2.2.10.3 To the north of lifeguard tower 1, the Licensee shall direct kite boarders to stay east of a line of distinctive sandbars. Kite boarders must maintain a minimum of 900 feet (300 yards) from swimmers, boaters, paddle boards, kayaks, groups on Nature Center field trips or Eco Adventures™ guided tours.
- 2.2.2.10.4 For the safety of the beach patrons and the preservation of Crandon Park's Natural areas, Licensee will have a zero tolerance rule. Any/All Kite Boarders, including instructors and students, in the swimming area (South of Lifeguard Tower 2 on shore, 600 feet from shore, 900 feet from swimmers) or in the Bear Cut Nature Preserve (North of Lifeguard Tower 1 on shore, 600 feet from shore, 900 feet from swimmers) will be asked to leave for that day by the Licensee.

## 2.3 Qualifications/Training

The Licensee has:

- 2.3.1 Five (5) years of diverse experience in kite boarding, paddle boarding and water sports programs;
- 2.3.2 Knowledge of business operations and the legal requirements associated with this type of operation;
- 2.3.3 Experience in the design, permitting and operation of a water sports area;
- 2.3.4 Adequate financial capacity to develop the Site and maintain operations;
- 2.3.5 Ability to acquire and maintain required licenses to operate the water sports area;
- 2.3.6 Open Water Lifeguard Certification;
- 2.3.7 CPR/First Aid Certification;
- 2.3.8 IKO or PASA certification utilizing IKO or PASA certified instructors.
- 2.3.9 All Licensee's employees must be approved by MDFD Lifeguard Chief and the Crandon Park Manager before operating an ATV or watercraft. Additionally, the Licensee's employees who will operate motorized boats (for assisting with rescues and other emergencies, as required) shall complete the following:

PWC Vessel Training  
Approved ATV Training  
Safe Boating course (only applicable for boat operators)

*Note: All required certifications must be in place prior to the start of operations of the water sports Concession. The required certifications are a continuing obligation of the Licensee throughout the duration of any agreement issued as a result of this RFP. A copy of the required certifications must be provided to PROS prior to the start of any watersports activities and kept current.*



## 2.4 Staffing Requirements

Management - One (1) Manager is required to be on Site during all hours of operation. The Manager must have the qualifications stated in Sections 2.3.2 through 2.3.9. Staffing levels may not include instructors. Instructors while with a student, act in the capacity of an instructor only, and cannot at the same time be a Manager, Bear Cut Preserve/Swim Area monitor, check in staff member, Concession Attendant, or Beach Marshal. -

2.4.1 Paddle Board and Kayaks minimum staffing levels before activity may begin are as follows:

2.4.1.1 Weekdays - The minimum staffing levels required to rent paddle boards and kayaks is one (1) interior Concession Attendant (Manager may be used as the Concession Attendant in this case only) and one (1) Beach Marshal that is required to be located on the beach at the launch and returning location.

2.4.1.2 Weekends/Holidays - The minimum staffing levels required to rent paddle boards and kayaks is one (1) interior Concession Attendant and one (1) Beach Marshal that is required to be located on the beach at the launch and returning location.

2.4.2 Kiteboarding minimum staffing levels before activity may begin are as follows (wind speeds are based on the Kite Surfing/U of M recorded wind speeds or those agreeable to Licensee and PROS):

2.4.2.1 Weekdays - Weekday wind speeds exceeding 12 mph requires a minimum of one (1) Beach Marshal to be located on the beach at the launch and returning location and one (1) Concession Attendant. Weekday wind speeds of 19 mph to 24 mph requires a minimum of one (1) Bear Cut Preserve/Swim area monitor, one (1) Beach Marshal that is required to be located on the beach at the launch and returning location, and one (1) Concession Attendant. Weekday wind speeds from 25 mph to 29 mph requires a minimum of one (1) Bear Cut Preserve/Swim Area monitor, one (1) check in staff member, one (1) Beach Marshal that is required to be located on the beach at the launch and returning location, and one (1) Concession Attendant

2.4.2.2 Weekends/Holidays - Weekend/Holidays wind speeds of 12 mph to 18 mph requires a minimum of one beach front sign in staff member, one (1) Beach Marshal, and one (1) Concession Attendant. Weekend/holiday wind speeds of 19 mph to 24 mph requires a minimum of one Bear Cut Preserve/Swim Area monitor, one (1) beach front sign in staff member, one (1) Beach Marshal, and one (1) Concession Attendant. Weekend/holiday wind speeds from 25 mph to 29 mph requires a minimum of one (1) Bear Cut Preserve/Swim Area monitor, one (1) check in staff member, one (1) Beach Marshal, one (1) Concession Attendant, and one (1) on Water Monitor.

## 2.5 Operation and Quality of Services

2.5.1 Licensee shall ensure that all patrons using kite boards, renting kayaks and standup paddle boards are of a sufficient skill level to adequately operate the craft, know how to execute proper safety procedures and are capable of returning to the designated area safely.

2.5.2 Detailed maps (Exhibits) clearly state the strict areas allowed for water sports activities. There is a zero tolerance protocol, enforced by the Licensee, for all individuals participating in water sports activities, who enter the Bear Cut Preserve, enter sand dunes, enter beach areas, ignore launching/landing designated areas or violate the distance from shore restrictions. Excessive winds, unfavorable winds, inadequately trained customers and staff, understaffing etc. are not valid excuses for violations of the strict operational rules. Strict compliance with the zero tolerance protocol will require the appropriate staffing levels and equipment (megaphones, 4 x 4 ATV, wave runner, etc.) for supervision of the Licensee's patrons. The water sports Concession shall close immediately if the Licensee is unable to supervise its patrons to a level acceptable to the Park Manager.

2.5.3 Individual kite boarders that come and practice their sport with their own equipment in the designated kite boarding area must follow the kite boarding safety guidelines set by Crandon Park. It shall be the duty and obligation of the Licensee to enforce those safety guidelines.

2.5.4 Licensee instructors shall provide adequate and proper kite boarding instructions to insure that participants are familiar with Crandon Park rules governing kite boarding and that they have an understanding of the basic skills necessary for kite boarding and can demonstrate those skills to the instructor's satisfaction. Licensee shall at all times maintain supervision

on the beach to watch and ensure that kite boarders comply with all applicable rules and regulations regarding use of Crandon Park. Please refer to 2.2.2.1. above pertaining to requirement to kite boarding at Crandon Park without an instructor. Minimum Supervision/Staff requirements are weather dependent. Additional/more specific requirements are included in the attached Concession Agreement.

- 2.5.5 Licensee shall require all kayak renters, paddleboard renters, kite boarding members, daily guests, patrons that are renting kite boarding equipment from the Licensee and/or are obtaining kite boarding instruction from Licensee to sign a waiver and full release of liability form against the County, its agents and employees ("Waiver") which will be provided by the Licensee and approved by PROS. The Licensee shall provide a signed, updated monthly, set (copy) of full release liability forms at the Crandon Park office. New forms will be required to be signed by patrons on a yearly basis. The Licensee agrees to keep and store in a safe location all such Waivers for the entire term of this Concession Agreement and, at the expiration or earlier termination of this Concession Agreement, to deliver all such records to the PROS at Crandon Park Office.
- 2.5.6 Licensee shall require all kayak renters, paddleboard renters, kite boarding members, daily guests, patrons that are renting kite boarding equipment from the Licensee and/or are obtaining kite boarding instruction from Licensee to sign a detailed set of Crandon Park Kite Boarding Rules with map showing approved activity sites and prohibited areas provided by the Licensee and approved by PROS. The Licensee shall provide a signed, updated monthly, set (copy) of signed rules at the Crandon Park office. New forms will be required to be signed by patrons on a yearly basis. The Licensee agrees to keep and store in a safe location all such forms for the entire term of this Concession Agreement and, at the expiration or earlier termination of this Concession Agreement, to deliver all such records to the PROS at Crandon Park Office.
- 2.5.7 Licensee shall require all members, instructors, students and daily kite boarders to sign in before entering the designated kite boarding area between lifeguard tower 1 and 2 and out before leaving. The sign in/out sheet must include printed name, date, time in, time out, member number and description of the kite.
- 2.5.8 Provide an operation that is safe and customer-oriented with prompt complaint resolution by well-trained and professional staff.
- 2.5.9 Provide high quality customer service and reasonably adjust program and service offerings to meet customer demands, including establishing regular hours of operation, subject to approval by PROS.
- 2.5.10 Provide all services, and concessions prices must be approved in advance by PROS. Such services, types of concessions, and charges may be modified only by written request of the Licensee to PROS and upon approval by PROS. Such approval shall be in writing at least 30 days prior to implementation of the modification.
- 2.5.11 Pay for all operating expenses associated with the day-to day operations of the water sports area. This shall include utilities expenses. The Licensee shall pay to the County \$200.00 per month to cover utilities and trash removal.
- 2.5.12 Install and maintain signage in accordance with the Crandon Park Master Plan and Article 7, and as approved by PROS. At a minimum, signage shall include hours of operation, fees, map of permitted usage/prohibited areas and required safety requirements.
- 2.5.13 Supply, within 15 days of the Notice to Proceed date, and maintain an Operations manual to be approved by PROS.
- 2.5.14 Include in Operations Manual an emergency plan and hurricane plan, to include how the Licensee shall handle accidents, emergencies and how Licensee will secure the Site in the event of an emergency/hurricane.
- 2.5.15 Ensure that employees are distinctively uniformed and with name tags so as to be distinguishable as the Licensee staff and not PROS employees.
- 2.5.16 Promote the Park's offerings through marketing and the quality provision of all concession services with the highest level of service to the public. Promotional flyers or advertisements for special events shall include the Miami-Dade County or PROS logo. The Licensee shall submit sample or mock-up of such publicity or materials to PROS for review and approval.

- 2.5.17 Enforce strict adherence to federal, state and local safety guidelines required for all water sports, including requiring participants to wear U.S. Coast Guard-approved life jackets for all water sports; chest protectors, break-away tethers and helmets while kite boarding, and making such safety gear available for use at an approved rental fee.
- 2.5.18 Ensure the water sports area remains in safe, clean, and usable condition on a daily basis, to include, but not be limited to, removing debris from the water sports area and shoreline, inspecting and maintaining all equipment, and maintaining the Concession area, as well as performing regular trash collection and maintenance of the Site and associated grounds, etc., as applicable, at its own expense.
- 2.5.19 Take proper care of the facilities and use the same in a careful manner and shall, at its own expense, repair PROS property or facilities damaged by its operations.
- 2.5.20 Store equipment on Site in designated areas only. PROS will not be responsible for any loss or damage of the Licensee's equipment or supplies.
- 2.5.21 Licensee may place up to 20 chairs and 2 tables (PROS approved) east of the North Concession Stand for their customers use. Tables and chairs may not be rented and must be removed from the beach before the close of business each day. Licensee will be responsible for cleanup and trash collection/removal from this area by the close of business each day.
- 2.5.22 The Licensee may use a water trampoline weekdays only during summer camps provided they have proper supervision and it is anchored in an area of adequate water depth per manufacture recommendation at low tide. The water trampoline must be removed before the close of business hours daily and stored off the beach. Additional usage of the trampoline may be granted by prior PROS approval.
- 2.5.23 The Licensee must keep an emergency access roadway open and clean of use in front of the North Concession Stand and between Lifeguard Tower 1 and 2. The Licensee must purchase and install orange cones designating the area. The Licensee is responsible for ensuring the setup of the cones each day, as well as monitoring that the cones remain in place.
- 2.5.24 Operator shall have the right to sell non-alcoholic sports-type beverages and prepackaged snacks at the permitted premises. No ice cream, cooking or food preparation of any kind will be permitted on Site. Additional food concession items may be granted with prior approval of PROS. Operator may sell equipment and supplies directly associated with approved activities. The currently approved activities include Kiteboarding, Paddle boarding and Kayaking. Operator shall submit a list of items in advance for approval of sale items.
- 2.5.25 Utilize an electronic cash register for all transactions. The cash register must have the ability to produce "Z" reports (i.e., sales totals for each day) and "X" reports (i.e., sales totals at any given time); run dual tapes, or have the ability to print out an itemized account of each transaction each day; and print the date and time on journal tape and on each individual sales receipt.
- 2.5.26 Develop a process for coordinating requests from the public or outside entities requesting use of the water sports area (e.g., for competitions, tournaments, or training purposes).
- 2.5.27 Employ a qualified, full-time on-Site Manager or designee who will be available during normal business hours and be on call, at all times, for emergencies or other matters related to the water sports area.
- 2.5.28 The Licensee's working staff will be afforded free parking per a bi-weekly schedule provided to the Park Manager in advance. Separate from the 2 vehicles allowed to be parked at the north concession stand, all additional staff members are required to park their cars in the parking lot.
- 2.5.29 Provide any additional services with associated fees by mutual agreement of the Licensee and PROS.
- 2.5.30 PROS reserves the right to schedule special events that may preclude the water sports area from operating during a given event. PROS will use reasonable efforts to notify the Licensee as early as possible of these special events, but in no event later than two weeks prior to the special event. PROS may also close the park during inclement weather conditions.

- 2.5.31 Removable sign(s) will be installed on-Site daily by the Licensee in accordance with Crandon Park Master Plan and Article 7 of the Charter of Miami-Dade County. Sign(s) will display: guidelines and boundaries, as well as registration requirements. Information signs shall be placed at the tollbooth North entrance and Crandon Park Office to remind patrons of necessary registration before riding and the maximum number of riders on the water. Signs shall be removed and stored at the time of closing.
- 2.5.32 All activities and operations of the Licensee must conform to and comply with Chapter 26, Park and Recreation Rules and Regulations and Article 7 of the Charter of Miami-Dade County, as well as the applicable rules and regulations of the Park.
- 2.5.33 Payment provisions are as stated in terms and conditions of the Agreement, including Articles 13, 14, 15, and 38 and any other payment related provisions therein. All paid activities occurring at the Concession or emanating from or utilizing Crandon Park in any way are considered part of Gross Receipts, as further defined in terms and conditions of the Agreement Article 26, for this Concession regardless of how the activity was arranged and includes via internet at any other location or through any other method.

## 2.6 **Background Screening**

In accordance with Miami-Dade County Ordinance No. 08-07 titled Chapter 26, Park and Recreation Department Rules and Regulations, Article III, The Shannon Melendi Act, all Licensee's personnel and volunteers that will provide any service at the Concession or related activities must be in compliance with the requirements set forth under the Act prior to the scheduled start of employment or volunteerism.

## 2.7 **Lifeguard Requirements**

Licensee shall prohibit staff Kiteboarding, member/patrons Kiteboarding, Kiteboarding Lessons, Kayaking, Paddle Boarding or any other PROS approved watersport activity in their area of responsibility, without a Miami Dade Fire Rescue Certified Lifeguard occupying Lifeguard Tower 1 and/or 2 and/or 3.

## 2.8 **Instructions/Lessons**

- The designated area for lessons is a minimum of 300 feet from shore utilizing the sand bar that lies east of Lifeguard Tower 1 and extends to the north-east. Students may enter the teaching area from adjacent to Life Guard Tower 1 east, north east along the sand bar. Lessons are to be given along the eastern edge of the sandbar to the north and toward the east. No students or instructors are allowed to enter the Bear Cut Nature Preserve.
- Lessons may be given under the same strict rules and hours as documented in this Scope with one exception. From Memorial Day weekend through the weekend before Miami-Dade public schools start and Labor Day including WEEKENDS/HOLIDAYS, Basic Lessons, only, may be offered in the designated teaching area that does not include the usage of a board outside of the area between Lifeguard Towers 1 and 2.
- Instructors are not allowed to ride a board during summer weekends and holidays.

## 2.9 **Hours of Operation**

Licensee will be open daily at Crandon Park (unless inappropriate weather conditions do not allow kite boarding, kayak and paddle boarding). Kite boarding, kayak and paddle boarding are allowed only during regular hours of operation of the Licensee, when there are minimum staffing levels and lifeguards are present. With the exception of one (1) staff member and one (1) Manager, ALL patrons and staff MUST exit Crandon Park by SUNSET. It is the responsibility of the Licensee to inform its customers of this Crandon Park rule in advance of their participation in their prospective water sport. Additionally, it is the responsibility of the Licensee to cease operations and call in its customers from the water at the appropriate time to meet the Crandon Park closing deadline. The Licensee is responsible for all watersports activities occurring at the Concession.

The Licensee shall fly a distinctive color flag designating when the Concession is OPEN and fly a distinctive color flag designating when the Concession is CLOSED.

2.9.1 The specific hours of operation of the Concession will be as follows:

- During summer (from Memorial Day weekend to September, Labor Day) - weekdays only (Monday to Friday) from 9:30 AM to 6:30 PM.
- During fall (day after Labor Day until Eastern Standard day) all week and weekends from 9:30 AM to 6:30 PM.

- During winter (Daylight Savings day to one day before time change) - all week and weekends from 9:30 AM till 4:30 PM
- During Spring (from time change day to one day before Memorial Day) all week and weekends from 9:30 AM to 6:30 PM

2.9.2 Licensee may not offer kite boarding and lessons to the public during weekends and holidays from Memorial Day weekend through the weekend before Miami-Dade County public schools start. The no kite boarding restriction shall include Labor Day weekend. Licensee shall not offer kite boarding, lessons, paddle boarding or kayaking during the annual County sponsored tennis tournament (Tennis Tournament) occurring at Crandon Tennis Center. No Kite boarding, including lessons, will be offered on Easter Sunday, Mother's Day and during the Tennis Tournament. Concession operation may close temporarily or for a period of time due to beach closures associated with weather, beach maintenance or water quality.

2.9.3 Licensee may request in advance to open outside of the hours of operations listed above under the following restrictions:

- Advance approval from the Park Manager; and,
- A Miami Dade County Lifeguard is hired by Licensee through MDFD Special Events hiring process; and,
- Concession operations do not begin before ½ HOUR AFTER SUNRISE AND extend beyond ½ HOUR BEFORE SUNSET.

## 2.10 **Safety Closure of Kite Boarding, Kayaks and Paddle Boarding**

Paddle Boarding and Kayaks - The Licensee shall cease the rental of paddle boards and kayaks under the following conditions:

- Unsafe wind speed (14 mph sustained)
- Unsafe waves
- Unsafe tides/currents

Kite Boarding

- Sustained wind speeds in excess of 30 Knots (34 mph) requires closure of kite boarding activities.
- Wind conditions occurring such that kite boarders are unable to stay out the minimum distance of 600 ft. from the beach.

Licensee MUST request permission to close the Concession stand in advance from the Park Manager. A sign will be posted by the Licensee at the toll booth when the Concession is closed due to inclement weather or for any reason that restricts the kite boarding, kayak or paddle board usage.

If the Licensee requests to close operations for any reason, it does not release the Licensee of the responsibility to provide adequate supervision of its area of responsibility. A staff member of the Licensee is required to be present during the hours of operation to inform its customers that the concession is closed.

## 2.11 **Access and Use of Kayak Concession Building at Crandon Park by University of Miami**

The Licensee will have access and use of the North Concession Building as part of this Agreement. The University of Miami (the "University") has been authorized by PROS to conduct ongoing tidal research at Crandon Park, which requires the placement of testing equipment in a secured closet located within the North Concession building. Licensee shall allow University of Miami personnel to access this equipment during normal business hours and to at no time interfere, tamper or in any way disturb the University's testing equipment or the University's access to the area containing the testing equipment.

## 2.12 **Crandon Park Master Plan**

2.12.1 Licensee shall review and at all times abide by the terms and conditions contained in the Crandon Park Master Plan. There shall be no logos, signs, banners, flags, balloons, vending machines or any other means of sales of promotion visible from outside of any structure, whether temporary or permanent. At the time of all events, temporary directional signs may be set up not sooner than the day before the event and these signs must be removed not later than the day after the last day of event. Such signs shall not include the names of sponsors. No logos shall be used on these signs. Signs shall not be placed in such a manner that they obscure any permanent signs, and in no case should they be nailed or otherwise fastened to any tree or existing sign. Signs shall not include electrical lighting, reflectors or any moving parts. The temporary directional signs shall be placed below the regular sign.

2.12.2 All advertising, promotion or merchandising, either expressed or implied, including but not limited to visual, organoleptic

(taste and color), verbal or audio, shall be prohibited on exterior surfaces, on interior of windows if visible from any area surrounding the buildings, on any vehicles parked by the watersports concession building or any areas within Crandon Park. Advertising, promotional, or identifying umbrellas, banners, balloons or similar devices, outdoor vending machines, or merchandise awnings, bench advertising and similar devices, shall be prohibited on Crandon Park.

2.12.3 There shall be no overnight vehicle storage and/or trailer storage of any kind in Crandon Park without advance approval by PROS.

2.12.4 All promotional literature, telecasts, broadcast, or any other advertising promotion or medium, including flyers, prepared or organized by Licensee for kite boarding, stand-up paddle boarding and kayaking at Crandon Park shall identify and credit its location as "Crandon Park, Miami, Florida."

### 2.13 **Responsibilities of PROS**

PROS will provide Licensee with two (2) parking spaces reserved for its vehicles, located at the North Concession Stand. Working staff members will be allowed to enter Crandon Park for free.

PROS will provide the Licensee with functional and operating shutters and doors at the time of Notice to Proceed. Licensee will maintain the building following inspection. The Licensee may request approval in advance through PROS for modifications of the building.

## 3.0 RESPONSE REQUIREMENTS

### 3.1 **Submittal Requirements**

In response to this Solicitation, Proposer should **complete and return the entire Proposal Submission Package**. Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required and submitted in the manner described.

The proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.

## 4.0 EVALUATION PROCESS

### 4.1 **Review of Proposals for Responsiveness**

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this Solicitation. A responsive proposal is one which follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

### 4.2 **Evaluation Criteria**

Proposals will be evaluated by an Evaluation/Selection Committee which will evaluate and rank proposals on criteria listed below. The Evaluation/Selection Committee will be comprised of appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Evaluation/Selection Committee is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points per Evaluation/Selection Committee member.

| <u>Technical Criteria</u>   | <u>Points</u> |
|---|---------------|
| 1. Proposer's experience, qualifications, and past performance related to the operation and maintenance of a water sports concession, and associated services as requested in this Solicitation | 15            |
| 2. Relevant experience and qualifications of key personnel, including   | 15            |

key personnel of any subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors

- |   |               |
|---|---------------|
| 3. Proposer's operation plan, time frame, pro forma, and approach to providing the services/work requested in this Solicitation | 40            |
| 4. Proposer's Management and Financial Resources  | 10            |
| <u>Financial Criteria</u>   | <u>Points</u> |
| 5. Proposed Guaranteed Monthly Rent and Percentage of Monthly Gross Receipts  | 20            |

#### 4.3 Oral Presentations

Upon completion of the criteria evaluation indicated above, rating and ranking, the Evaluation/Selection Committee may choose to conduct an oral presentation with the Proposer(s) which the Evaluation/Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See Affidavit – "Lobbyist Registration for Oral Presentation" regarding registering speakers in the proposal for oral presentations.) Upon completion of the oral presentation(s), the Evaluation/Selection Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

#### 4.4 Selection Factor

A selection factor is not applicable for this Solicitation.

#### 4.5 Local Certified Veteran Business Enterprise Preference

This Solicitation includes a preference for Miami-Dade County Local Certified Veteran Business Enterprises in accordance with Section 2-8.5.1 of the Code of Miami-Dade County. "Local Certified Veteran Business Enterprise" or "VBE" is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to proposal or bid submittal is certified by the State of Florida Department of Management Services as a veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. A VBE that submits a proposal in response to this solicitation is entitled to receive an additional five percent of the evaluation points scored on the technical portion of such vendor's proposal. If a Miami-Dade County Certified Small Business Enterprise (SBE) measure is being applied to this Solicitation, a VBE which also qualifies for the SBE measure shall not receive the veteran's preference provided in this section and shall be limited to the applicable SBE preference. At the time of proposal submission, the firm must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit this affirmation and a copy of the actual certification along with the proposal submittal form.

#### 4.6 Price Evaluation

The price proposal will be evaluated subjectively in combination with the technical proposal, including an evaluation of how well it matches Proposer's understanding of the County's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process to determine the highest ranked Proposer. The County reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the County.

#### 4.7 Local Preference

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses. If, following the completion of final rankings by the Evaluation/Selection Committee a non-local Proposer is the highest ranked responsive and responsible Proposer, and the ranking of a responsive and responsible local Proposer is within 5% of the ranking obtained by said non-local Proposer, then the Evaluation/Selection Committee will recommend that a contract be negotiated with said local Proposer.

#### 4.8 Negotiations

The Evaluation/Selection Committee will evaluate, score and rank proposals, and submit the results of the evaluation to the County Mayor or designee with its recommendation. The County Mayor or designee will determine with which Proposer(s) the County shall negotiate, if any, taking into consideration the Local Preference Section above. The County Mayor or designee, at their sole discretion,

may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, and/or may request best and final offers. In any event the County engages in negotiations with a single or multiple Proposers and/or requests best and final offers, the discussions may include price and conditions attendant to price.

Notwithstanding the foregoing, if the County and said Proposer(s) cannot reach agreement on a contract, the County reserves the right to terminate negotiations and may, at the County Mayor's or designee's discretion, begin negotiations with the next highest ranked Proposer(s). This process may continue until a contract acceptable to the County has been executed or all proposals are rejected. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations shall complete a Collusion Affidavit, in accordance with Sections 2-8.1.1 of the Miami-Dade County Code. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award.)

Any Proposer recommended for negotiations may be required to provide to the County:

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.

#### **4.9 Contract Award**

Any proposed contract, resulting from this Solicitation, will be submitted to the County Mayor or designee. All Proposers will be notified in writing of the decision of the County Mayor or designee with respect to contract award. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the County to be in the best interest of the County. Notwithstanding the rights of protest listed below, the County's decision of whether to make the award and to which Proposer shall be final.

#### **4.10 Rights of Protest**

A recommendation for contract award or rejection of all proposals may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Implementing Order No. 3-21.

### **5.0 TERMS AND CONDITIONS**

The anticipated form of agreement is attached. The terms and conditions summarized below are of special note and can be found in their entirety in the agreement:

#### **a) Vendor Registration**

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Vendor Registration Package. For online vendor registration, visit the Vendor Portal: <http://www.miamidade.gov/procurement/vendor-registration.asp>. Then, the recommended Proposer shall affirm that all information submitted with its Vendor Registration Package is current, complete and accurate at the time it submitted a response to the Solicitation by completing an Affirmation of Vendor Affidavit form as requested by the County.

#### **b) Insurance Requirements**

The Contractor shall furnish to the County, Internal Services Department, Procurement Management Services Division, prior to the commencement of any work under any agreement, Certificates of Insurance which indicate insurance coverage has been obtained that meets the stated requirements.



## 6.0 ATTACHMENTS

Proposal Submission Package  
Proposer Information  
Form B-1 Payment Proposal Schedule  
Draft Form of License Agreement  
Exhibit A 1  
Exhibit A 2  
Exhibit A 3  
Crandon Park Master Plan  
Sample Pro-Forma



**PROPOSAL SUBMISSION PACKAGE**  
**REQUEST FOR PROPOSALS (RFP) No. RFP-00181**  
**OPERATION OF WATERSPORTS CONCESSION AT CRANDON PARK**

In response to the Solicitation, Proposer shall RETURN THIS ENTIRE PROPOSAL SUBMISSION PACKAGE as follows:

**1. Proposal Submittal Form, Cover Page of Proposal**

Complete and sign the Proposal Submittal Form (by Proposer or representative of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer) as required.

**2. Proposer Information**

Complete following the requirements therein and provide responses to the questions with specificity and detail.

*Note: The Proposer Information document is available in Word and is included in the Solicitation attachments for download and completion.*

**3. Affidavits/Acknowledgements**

Complete and sign the following:

Lobbyist Registration for Oral Presentation  
Fair Subcontracting Practices  
Subcontractor/Supplier Listing  
Contractor Due Diligence Affidavit

**4. Form B-1, Price Proposal Schedule**

Complete following the requirements therein.

Please refer to the front cover of this Solicitation for electronic submission instructions.

Miami-Dade County

RFP No. 00181

## Proposer Information

### Proposer's Experience and Past Performance

1. Describe the Proposer's past performance, experience in providing water sports programs and its knowledge of business operations and legal requirements associated with this type of operation. State the number of years that the Proposer has been in existence, the current number of employees, and the primary markets served.
2. Provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past three years. The description should identify for each project: (i) client, (ii) description of work, (iii) total dollar value of the contract, (iv) dates covering the term of the contract, (v) client contact person and phone number, (vi) statement of whether Proposer was the prime contractor or subcontractor, and (vii) the results of the project. Where possible, list and describe those projects performed for government clients or similar size private entities (excluding any work performed for the County).
3. Provide a detailed description of comparable contracts (similar in scope of work to those requested herein) which the Proposer has either ongoing or completed within the past five years (excluding any County contracts). The description should identify for each project:
  - a. client
  - b. description of the project and services provided
  - c. number and description of program participants (such as age and skill level)
  - d. total dollar value of the contract
  - e. dates covering the term of the contract
  - f. type of program participation by the Proposer:
    1. Financing only;
    2. Operate and Manage only;
    3. A combination of all items (1) through (4), identified by percentage of Proposer's participation in each item; or
    4. Proposer's participation as Joint Venture partner in any of the above (1-5).
  - g. program outcomes
  - h. client contact person and phone number
4. List all contracts which the Proposer has performed for Miami-Dade County. The County will review all contracts the Proposer has performed for the County in accordance with Section 2-8.1(g) of the Miami-Dade County Code, which requires that "a Bidder's or Proposer's past performance on County Contracts be considered in the selection of Consultants and Contractors for future County Contracts." As such the Proposer must list and describe all work performed for Miami-Dade County and include for each project:
  - a. name of the County Department which administers or administered the contract
  - b. description of work
  - c. total dollar value of the contract
  - d. dates covering the term of the contract
  - e. statement of whether Proposer was the prime contractor or subcontractor
  - f. project outcomes
  - g. County contact person and phone number

Miami-Dade County

RFP No. 00181

## Proposer Information

### Key Personnel and Subcontractors Performing Services

5. Provide an organization chart showing all key personnel, including their titles, to be assigned to this project. This chart must clearly identify the Proposer's employees and those of the subcontractors or subconsultants and shall include the functions to be performed by the key personnel. All key personnel includes all partners, managers and other professional staff that will perform work and/or services in this project.
6. List the names and addresses of all first tier subcontractors, and describe the extent of work to be performed by each first tier subcontractor. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of the subcontractors who will be assigned to this project.
7. Describe the experience, qualifications, certifications, licenses, skill levels pertaining to a particular water sports, and other vital information, including relevant experience on previous similar projects, of all personnel operating with Customers and participants, including those of any subcontractors/trainers, who will be assigned to this project.
8. Describe the experience, qualifications and other vital information for on-site manager and individuals operating the Concession and all aspects of the day-to-day operations.
9. Provide resumes, if available with job descriptions and other detailed qualification information on all key personnel who will be assigned to this project, including any key personnel of subcontractors.
10. Describe how Proposer will screen and complete background checks as required by Miami-Dade County Ordinance No. 08-07 (see Scope of Services, Section 2.4) for its prospective management and staff and any potential volunteers.

**Note:** After proposal submission, but prior to the award of any contract issued as a result of this Solicitation, the Proposer has a continuing obligation to advise the County of any changes, intended or otherwise, to the key personnel identified in its proposal.

### Proposed Approach to Providing the Services

11. Describe the kinds of water sports, activities and services planned at the Concession.
12. Describe the organizational structure of the operation, and key personnel who will provide all the operational services, training, lessons and maintenance of the location.
13. Describe Proposer's understanding, experience and methods used in enforcing the restrictions placed upon Concession to deal with such matters as:
  - i) Designated launching areas;
  - ii) Customers following strict safety guidelines;
  - iii) Customers obtaining proper training prior to engaging in certain sports activities;
  - iv) Limitations on the number of Customers participating in certain sports activities at one time;
  - v) Requirement of Customers/participants maintaining distances and being considerate of other patrons of the Park.

**Miami-Dade County****RFP No. 00181**

## Proposer Information

14. Provide information concerning all necessary licenses and certifications and identify such person who have such licenses/certifications.
15. Provide description of Proposer's safety program, state any incidents/accidents that may have occurred at location where Proposer was responsible, the action taken by the Proposer at the time of the incident/accident and measures taken to avoid similar occurrence.
16. Provide the roles and responsibilities of individuals who will be working at the Concession (Training Instructors) and/or need to be present at the Concession during hours of operation as specifically stated in the Scope of Services (including Beach Marshal, Bear Cut Preserve/Swim Area monitor, Concession Attendant, Water Monitor, beach front sign in staff member). Provide names of these individuals if available.
17. Provide sample of kite boarding waiver/release of responsibility. Describe how Licensee will address and this requirement with patrons utilizing Crandon Park for allowable watersports activities.
18. Provide a preliminary Operational Plan/manual, including details/description of how Licensee will address:
  - i) policies and procedures for ensuring a safe and well-maintained operation, including requirements of US Coast Guard and required safety equipment and preservation of the beach and protected areas;
  - ii) daily sign-in/out procedures and meeting requirement for having patrons sign waivers;
  - iii) policies addressing individual kite boarders that come and practice their sport with their own equipment in the designated kite boarding area;
  - iv) standards for providing excellent customer service and prompt complaint resolution;
  - v) employee training and non-discriminatory hiring practices;
  - vi) schedule of intended hours of operation;
  - vii) proposed types of activities (lessons, etc.);
  - viii) program for safety and maintenance of sports equipment and proper storage of same;
  - ix) installation and maintenance of signs (and associated CPMP requirements);
  - x) description of employee uniforms and requirements placed on employees to look neat and clean;
  - xi) management and maintenance of the Concession and surrounding area, including waste removal;
  - xii) proposed program fees or charges;
  - xiii) emergency evacuation, hurricane preparation and securing of site plans;
  - xiv) management resources.
19. Describe Proposer's plan to prepare concession for operation and planned start date following County Notice to Proceed.
20. Description of handling paying of expenses and proper handling of sales and providing sales reports as required in Section 2 of this RFP.
21. Describe Proposer's knowledge and understanding of requirements of (a) the CPMP; (b) Chapter 26, Park and Recreation Rules and Regulations and Article 7 of the Charter of Miami-Dade County; and (c) Miami-Dade County Ordinance No. 08-07, Article III, The Shannon Melendi Act as well as the applicable rules and regulations of the Park.
22. Describe Proposer's marketing plan for the Park's offerings and provisions of Concession services.

Miami-Dade County

RFP No. 00181

## Proposer Information

### Financial Information

23. Provide a comprehensive Business Plan that includes a Pro Forma Statement showing five years of projected revenues and expenses (see Attachment A - Sample Pro Forma) and incorporates the proposed minimum annual guarantee and percentage of gross revenues. *Inflated statements or statements skewed outside normal operating ranges may be evaluated as less desirable than reasonable Pro Forma Statements.*
24. Provide the breakdown of the estimated up front costs for starting the Concession including costs for the proposed water sports equipment and goods for sale at Concession.
25. Describe in detail Proposer's ability to access and/or provide all the necessary funding for start up costs and to maintain operations.
26. Provide documentation demonstrating Proposer's financial strength and ability to develop, maintain, and operate the facility. Such documentation should include Proposer's most recent certified financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. If certified financial statements are not available provide latest copy of the most recent business federal income tax return and most recent financial statements (balance sheet and income statement); and letters of credit availability from accredited financial institutions, or other relevant financial documentation.
27. Identify if Proposer has taken any exception to the terms of this Solicitation. If so, indicate what alternative is being offered and the cost implications, if any, of the exception(s).

**FORM B-1****Payment Proposal Schedule****A. Payment Proposal for Guaranteed Monthly Rent and Percentage of Monthly Gross Receipts****1. Guaranteed Monthly Rent**

The Proposer shall pay the County \_\_\_\_\_ dollars (\$\_\_\_\_\_) per month.  
(Insert written amount) (Insert number)

Such Guaranteed Monthly Rent shall be received by the County from the selected Operator by the first day of the month in advance, without billing, from the Notice to Proceed Date through the termination date of the Agreement. The Guaranteed Monthly Rent shall be adjusted upward at the end of each License Agreement Year, based on the Consumer Price Index (CPI), as defined in Section 6.0, Form of Agreement Article 14.

**AND****2. Percentage of Monthly Gross Receipts\***

The selected Proposer shall also pay to the County \_\_\_\_\_ percent (\_\_\_\_ %) of total monthly gross receipts.  
(Insert written amount) (Insert number)

Such Percentage of Monthly Gross Receipts shall be received by the County from the selected Operator by the tenth (10<sup>th</sup>) of the month for each preceding month starting with the Notice to Proceed Date. Monthly Gross Receipts is as defined in Section 6.0, Form of Agreement Article 26.

***\*Note: The Crandon Park Master Plan (CPMP) requires a minimum of 10% of the Monthly Gross Receipts to be paid to the County.***

MIAMI-DADE COUNTY, FLORIDALicense Agreement No. 00181

*(This is the form of the License Agreement the County anticipates awarding to the selected Proposer.)*

**OPERATION OF WATER SPORT CONCESSION AT CRANDON PARK****License Agreement No.**

THIS LICENSE AGREEMENT made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 201 , by and between \_\_\_\_\_, a corporation organized and existing under the laws of the State of Florida, having its principal office at \_\_\_\_\_ (hereinafter referred to as the "Licensee"), and Miami-Dade County (the County), a political subdivision of the State of Florida, having its principal office at 111 NW 1<sup>st</sup> Street, Miami, Florida 33128, (herein referred to as the "County"),

**WITNESSETH:**

WHEREAS, the County owns Crandon Park, (the "Park") for the use by patrons, Licensee, employees, and visitors, and which facilities are administered for the County by its Director of the Park, Recreation and Open Space Department ("Department"), or designee; and

WHEREAS, the Licensee has offered to develop and operate a water sports concession ("Concession") in a manner that shall conform to the Scope of Services (Appendix A), Miami-Dade County's Request for Proposals (RFP) No. 00181 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this License Agreement; and,

WHEREAS, the Licensee has submitted a written proposal dated \_\_\_\_\_, hereinafter referred to as the "Licensee's Proposal", which is incorporated by reference herein; and,

WHEREAS, the Licensee's Proposal is recommended as being in the best interest of the County, and formed the basis for award of this License Agreement,

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:



MIAMI-DADE COUNTY, FLORIDALicense Agreement No. 00181

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

- a) The words "License Agreement" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), RFP No. 00181 and all associated addenda and attachments, the Licensee's Proposal, and all other attachments hereto and all amendments issued hereto.
- b) The words "License Agreement Date" to mean the commencement date of this License Agreement, and shall begin on the date indicated in the first page of this License Agreement.
- c) The words "License Agreement Year" to mean each twelve month period starting from the date on which this License Agreement is effective.
- d) The words "Contract Manager" to mean Miami-Dade County's Director, Internal Service Department, or the duly authorized representative designated to manage the License Agreement.
- e) The word "County" to mean Miami-Dade County.
- f) The word "Licensee" to mean \_\_\_\_\_ and its permitted successors and assigns.
- g) The word "Days" to mean Calendar Days.
- h) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.
- i) The words "Notice to Proceed" to mean a letter issued by the County's PROS Department advising the Licensee that it may begin operation of the Concession.
- j) The words "Notice to Proceed Date" to mean the date identified in the Notice to Proceed, as the start date of operation of the Concession.
- k) The word "Park" to mean located at Crandon Park located at 6747 Crandon Boulevard, Miami, Florida, 33149 located between pristine Bear Cut Preserve and a world renowned swimming/sunbathing beach.
- l) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- m) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Licensee.
- n) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Licensee, who furnishes labor and/or materials, in connection with the Services, whether directly or indirectly, on behalf and/or under the direction of the Licensee and whether or not in privity of License Agreement with the Licensee.
- o) The words "Watersports Concession" or "Concession" to mean operation providing for

watersports activities as detailed in Appendix A.

- p) The words "Work", "Services", Programs or "Project" to mean all documentation and any items of any nature submitted by the Licensee to the County's Project Manager for review and approval pursuant to the terms of this License Agreement, and all matters and things required to be done by the Licensee in accordance with the provisions of this License Agreement.

2. **Use:** The County hereby grants unto the Licensee, and the Licensee hereby accepts from the County for the term, at the rate and upon the covenants and conditions as set forth, a License Agreement to develop and operate a Water boarding Concession. Licensee shall use the Concession only for the use permitted. The Licensee shall not conduct any business nor provide any services nor sell any item or product without the prior written approval of County, and any sales by the Licensee of services or items not specifically authorized in writing by County may constitute a default. Licensee shall conduct its business at all times in accordance with this License Agreement.

**Property Description:** The Concession is located at Crandon Park located at 6747 Crandon Boulevard, Miami, Florida, 33149. The area covered by this Agreement is not a lease and only the rights to operate a water sports concession are included in this Agreement. The Concession comprises the North Concession building located at the north end of the Crandon Park beach area and shall include the surrounding beach and water area ("Site"), as depicted in the Appendix B, Site Maps. Additionally, the Licensee can use existing parking and restrooms.

3. **Operations:** Except when and to the extent that the Concession may be untreatable by reason of damage by fire or other casualty, Licensee shall continuously and uninterruptedly use, occupy and operate for purposes outlined herein all of the Concession other than such minor portions thereof as are reasonably required for storage and office purposes, and any such storage and office space shall only be used in connection with the business conducted by Licensee in the Concession; and will have on the premises adequately trained uniformed personnel for efficient service to customers.
4. **Limitations on Use:** Subject to Licensee's right to use the Concession for the purposes specified in this License Agreement, Licensee shall not suffer or permit the Concession or any part thereof to be used in any manner, or anything to be done therein, or suffer or permit anything to be brought into or kept therein, which would in any way (i) violate any legal requirements or insurance requirements; (ii) cause structural injury to the Concession or any part thereof; (iii) constitute a public or private nuisance; (iv) impair the appearance of the Concession; (v) materially impair or interfere with the proper and economic cleaning, heating, ventilating or air-conditioning of the Concession or the proper and economic functioning of any other common service facility or common utility of the Concession; (vi) impair or interfere with the physical convenience of any of the occupants of the Concession; (vii) impair any of the Licensee's other obligations under this License Agreement; (viii) violate Article 7 of the Home Rule Charter, or (ix) violate the Crandon Park Master Plan, as may be amended from time to time.
5. **Governmental Approvals:** If any governmental license or permit shall be required for the proper and lawful conduct of Licensee's business in the Concession, or any part thereof, and if failure to secure such license or permit would in any way adversely affect the County, Licensee, at its expense, shall duly procure and thereafter maintain such license or permit and submit the same to inspection by the County. Licensee shall at all times comply with the terms and conditions of each license and permit.

6. **Non-Exclusivity:** This License Agreement is non-exclusive in character and in no way prevents the County from authorizing or offering competitive services, products or items by other vendors or others in other premises owned and operated by the County or from authorizing other unrelated concession services within the Park. The Licensee shall have no rights to any other location that may be made available by the County.
7. **Proposal Incorporated:** The Licensee acknowledges that it has submitted to the County a proposal ("Licensee's Proposal") that was the basis for the award of this License Agreement and upon which the County has relied.
8. **Order of Precedence:** If there is a conflict between or among the provisions of this License Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) Appendices to these terms and conditions and any associated appendices, attachments, exhibits, etc. 3) the Miami-Dade County's RFP No. 00181 and any associated addenda and attachments thereof, and 4) the Licensee's Proposal.
9. **Appendices and Attachments:**  
The Appendices and Attachments listed in this Paragraph and attached to this License Agreement are hereby incorporated in and made a part of this License Agreement:
- Appendix A - Scope of Services  
Appendix B - Site Maps
10. **Nature of the License Agreement:**
- A. This License Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this License Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this License Agreement that are not contained in this License Agreement, and that this License Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this License Agreement shall be of no force or effect, and that this License Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.
- B. The Licensee shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.
- C. The Licensee acknowledges that this License Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Services under this License Agreement. All things not expressly mentioned in this License Agreement but necessary to carrying out its intent are required by this License Agreement, and the Licensee shall perform the same as though they were specifically mentioned, described and delineated.
- D. The Licensee shall furnish all labor, materials, tools, supplies, and other items required to perform the Services that are necessary for the completion of this License Agreement. All Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.
- E. The Licensee acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Licensee agrees to provide input on policy issues in the form of recommendations. The Licensee agrees to implement any and all changes

MIAMI-DADE COUNTY, FLORIDALicense Agreement No. 00181

in providing Services hereunder as a result of a policy change implemented by the County. The Licensee agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

11. **Term:** The County hereby grants a License Agreement to manage, operate and maintain for an initial term of five (5) years, the Concession described in this License Agreement to be operated as a concession. The term and commencement date of this License Agreement, herein referred to as the License Agreement Effective Date, shall begin on the date indicated in the first page of this Agreement, and shall end on the last day of the sixtieth (60) month. The Department will issue a Notice to Proceed once a Security Deposit as stated in Article 13 below and the Insurance Certificate as stated in Article 58 is provided by the Licensee and approved by the County.

12. **Option to Renew:** This License Agreement may be renewed for two (2), two (2) year periods as follows: at the County's sole discretion and provided that there has been no default of the License Agreement by the Licensee, the Licensee may by written notice to, and upon approval by, the Department at least six months before the end of the then current term but in no event earlier than one year prior to the end of the then current term, renew the License Agreement for the first two year renewal period. Additionally, provided that there has been no default of the License Agreement by the Licensee, the Licensee may by written notice to, and upon approval by, the Department at least six months before the end of the then current term but in no event earlier than one year prior to the end of the then current term, renew the License Agreement for the second two year renewal period. All renewal periods shall run consecutively so as to make this Agreement continuous in its operation from beginning to its termination, for a period up to nine (9) years.

The County reserves the right to exercise its option to extend this License Agreement for up to one hundred-eighty (180) calendar days beyond the current License Agreement period and will notify the Licensee in writing of the extension. This Agreement may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

13. **Security Deposit:** Prior to the start of the License Agreement, the Licensee shall furnish a Security Deposit in cash or cashier's check payable to the Board of County Commissioners, equal to three (3) months Guaranteed Monthly Rent or \$6,000.00. Redeemable at the end of the License Agreement term except for such conditions pertinent thereto, additionally, if the County must draw upon any amount owed to the County for this License Agreement, Licensee hereby agrees to restore the security to its original amount within seven (7) days of receiving notice by the County that the security was drawn upon. In the event the Licensee abandons its performance, the County will retain the security deposit. No interest on the Security Deposit will be owed to the Licensee.

14. **Guaranteed Monthly Rent:** In consideration of the use of the Concession, Licensee does hereby covenant and agree to pay to the County without deduction or set off of any kind the sum of \$2,000.00 (plus tax) by the 1<sup>st</sup> of the month but no later than the 10<sup>th</sup>, in advance without invoice, per month as Guaranteed Monthly Rent. Payment of the Guaranteed Monthly Rent shall commence on the Notice to Proceed Date, which shall be addressed in the Notice to Proceed letter issued by the County. If the Notice to Proceed letter date is other than the 1<sup>st</sup> of the month, the amount due for the first month shall be pro-rated, as shall the last month of this Agreement, considering any extensions as addressed in Article 12 above.

The Guaranteed Monthly Rent shall be adjusted upward at the end of each License Agreement Year based on the Consumer Price Index (CPI) under the City of Miami Group, for All Urban

MIAMI-DADE COUNTY, FLORIDALicense Agreement No. 00181

Consumers, under Other Goods and Services.

15. **Percentage of Monthly Gross Receipts – Percentage Fee:** In addition to the Guaranteed Monthly Rent, Licensee agrees to pay to the County, monthly, an amount equal to 10% (plus tax) of Monthly Gross Receipts hereinafter referred to as "Percentage Fee" within 10 days following the end of each month during the term of this License Agreement.
16. **Sales Tax:** The Licensee shall be liable for the prevailing State of Florida Sales and Use Tax imposed on rent (currently at the rate of 7%) on the amounts payable to the County, including the Guaranteed Monthly Rent and Percentage Fee payments, under this License Agreement. This Sales and Use Tax shall be payable to the County, when applicable rent is due. The County will remit same, less authorized handling deductions, to the State.
17. **Additional Taxes:** If at any time during the term of this License Agreement or any renewal thereof, under the laws of the State of Florida, or any political subdivision thereof, a tax, charge, capital levy, or excise on rents (fixed minimum or additional) or percentage fees, or other tax (except income tax), however described, against the County on account of the rent or percentage fees payable herein, such tax, charge, capital levy, or excise on rents or other taxes shall be deemed to constitute real estate taxes on the Concession and the premises for the purposes of this Paragraph.
18. **Taxes on Licensee's Personal Property:** Licensee shall be responsible for, and shall pay before delinquency, all municipal, county, or state taxes assessed against any occupancy interest or personal property of any kind, owned by or placed in, upon or about the Concession by Licensee.
19. **Late Payment Charge:** In the event that the Licensee fails to make any payments on time, by the due date, as required to be paid under the provisions of this License Agreement, a late payment charge of 1.5% or \$100.00 per month, whichever is greater, shall be assessed. The outstanding balance shall increase accordingly and interest shall accrue on the total balance, to include late payment penalties. The right of the County to require payment of such late payment charge and the obligation of the Licensee to pay same shall be in addition to and not in lieu of the County's rights to enforce other provisions herein, including termination of this License Agreement, or to pursue other remedies provided by law.
20. **Application of Payments:** Payments are applied to any unpaid balance in the following manner. Any accrued late fees are first deducted from the payment. The remaining payment balance is then applied proportionately to the Guaranteed Monthly Rent, then Percentage Fee, including the associated sales and use tax. Any remaining balance in the payment will be applied to any other balance due.
21. **Worthless Check or Draft:** In the event that the Licensee delivers a dishonored check or draft to the County in payment of any obligation arising under this License Agreement, the Licensee shall incur and pay a service charge of \$40.00 or five percent (5%) of the face amount of the check, whichever is greater. For each such dishonored check, such payment shall be made within not more than five (5) days from written notice of such default. Further, in such event, County may require that future payments required pursuant to this License Agreement be made by cashier's check or other means acceptable to County. A second such occurrence of dishonored check during the License Agreement term will be a breach of contract and, at the County's option, will constitute a default allowing termination.
22. **Payment of Fees:** The Guaranteed Monthly Rent and Percentage Fee as well as other

## MIAMI-DADE COUNTY, FLORIDA

## License Agreement No. 00181

amounts payable by Licensee to the County, under the terms of this License Agreement, shall be paid promptly when due, without notice for any reason whatsoever and without abatement. Guaranteed Monthly Rent and Percentage Fee and all other payments provided for in this License Agreement shall be paid or mailed to:

Miami-Dade Park and Recreation Department  
Financial Management Division  
Accounts Receivable Section  
275 N.W. 2<sup>nd</sup> Street, 3<sup>rd</sup> Floor  
Miami, FL 33128

(Checks shall be made payable to the "Miami-Dade County".)

23. **Notices:** Any notices submitted or required by this License Agreement shall be sent by registered or certified mail (or email or fax if provided below, with a hardcopy to the address below) addressed to the parties as follows or to such other address as either party may designate in writing, and where receipt of same is acknowledged by the receiving party.

1. To the County:

a) To the Project Manager:

Miami-Dade County  
Park and Recreation Department  
275 N.W. 2<sup>nd</sup> Street, 5<sup>th</sup> Floor  
Miami, Florida 33128  
Attn: Director  
Phone: (305) 755-7800  
Fax: (305) 755-7946

and

b) To the Contract Manager:

Miami-Dade County  
Internal Services Department  
111 N.W. 1<sup>st</sup> Street, Suite 1300  
Miami, FL 33128-1974  
Attention: Director  
Phone: (305) 375-2363

2. To the Licensee:

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

24. **Interpretations:** This License Agreement and the Attachments hereto, and other documents specifically referred to herein, constitute the entire, fully integrated License Agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous verbal or written License Agreements between the parties with respect thereto, excepting any

past or contemporaneous written or verbal Agreements expressly and clearly incorporated by reference within the four corners of this License Agreement. This License Agreement may be amended only by written document, properly authorized, executed, and delivered by both parties hereto. For the County, appropriate authorization shall be construed to mean the County Mayor (or designee) or the Contract Manager (or designee) within this License Agreement shall have approval authority or the Board of County Commissioners (as applicable). This License Agreement shall be interpreted as a whole unit and paragraph headings are for convenience only. The License Agreement shall not be construed in favor of one party or the other. All matters involving the License Agreement shall be governed by laws of the State of Florida.

25. **Accord and Satisfaction:** No payment by Licensee or receipt by County of a lesser amount than any payment of Guaranteed Monthly Rent or Percentage Fee herein stipulated shall be deemed to be other than on account of the earliest stipulated Guaranteed Monthly Rent or Percentage Fee then due and payable, nor shall any endorsement or statement on any check or any letter accompanying any check or payment for Guaranteed Monthly Rent or Percentage Fee be deemed an accord and satisfaction. The County may accept such check or payment without prejudice to County's right to recover the balance of such Guaranteed Monthly Rent or Percentage Fee or pursue any other remedy provided in this License Agreement, at law or in equity. No covenant, term, or condition of this License Agreement shall be deemed to have been waived by County, unless such waiver be in writing by County, nor shall there be any accord and satisfaction unless expressed in writing and signed by both County and Licensee.

26. **Gross Receipts:**

A. **License Agreement Year Defined:** "License Agreement Year" means a twelve-month period beginning on the License Agreement Effective Date and ending twelve months thereafter.

B. **Gross Receipts Defined:** "Gross Receipts" means all monthly receipts collected by the Licensee from the sale of services or merchandise by Licensee, concessionaires of Licensee and sub-Licensee(s) of Licensee, sold in, upon or from the Concession, including such sales as shall in good faith be credited by Licensee, its concessionaires, and sub-Licensees in the regular course of its or their business to personnel employed at the time of sale at the Concession, including sub-concession Agreements or contract employee payments to the Licensee and mail and telephone orders received at the Concession and off-premises sales; but shall not be deemed to mean or include the following: amounts credited by Licensee or its concessionaires or sub-concessionaires for returned or defective merchandise; sales, excise and similar taxes; or the proceeds of sales of Licensee's trade fixtures, operating equipment or other property used by Licensee or its concessionaires in the operation of its business and not acquired or held by it for the purpose of sale. Sales shall be deemed to have been made when services or merchandise has been served, shipped or delivered or when charged against the purchaser on the books of Licensee, or its concessionaires, whichever of such events shall first occur.

C. **Licensee's Certification of Receipts:** Licensee shall submit to County on or before the 10th day following the end of each month during the term of this License Agreement and on or before the 10th day following the expiration or earlier termination of this License Agreement, a written statement, signed by Licensee and certified by it to be true and correct, showing the amount of Gross Receipts during the preceding month. Licensee shall submit to County on or before the 60th day following the end of each License Agreement year an Annual Written Statement, signed by Owner, CEO, or Financial officer of the Licensee and certified by it to be true and correct, setting forth the amount of Gross Receipts during the preceding License Agreement Year, which statement shall also be duly certified by an independent Certified Public

Accountant. The statement referred to herein shall be in such form and style and contain such details and breakdowns as County may reasonably determine or require.

D. Examination of Licensee's Books and Records: Such books and records as are necessary to determine the amount of any Percentage Fee payable to County shall be subject to examination by the County or its authorized representatives at reasonable times during Licensee's business hours, at County's expense and in such manner as not to interfere unreasonably with the conduct of Licensee's business. All information obtained by the County or its authorized representatives from Licensee's books and records shall be kept confidential by the County and all such representatives except in connection with any mortgage or assignment of this License Agreement for financing purposes or if subject to the requirements of Florida Public Records Act.

E. Licensee's Receipts Records: For the purpose of computing and verifying the Percentage Fee due hereunder, Licensee shall prepare and keep, for a period of not less than three (3) years following the end of each License Agreement Year, adequate books and records, including but not limited to those relating to inventories, purchases, and receipts of merchandise, and all sales and other pertinent transactions by Licensee. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this License Agreement. Licensee shall record at the time of sale each receipt from sales or other transactions, whether for cash or on credit, in one or more sealed cash register or registers having a cumulative total. Licensee shall keep, for at least three (3) years following the end of each License Agreement Year, all pertinent original sales records, which records shall include (i) cash register tapes; (ii) serially-numbered sales slips; (iii) mail order; (iv) telephone orders; (v) settlement report sheets of transactions with subtenants, concessionaires, and licensees; (vi) records showing that merchandise returned by customers was purchased by such customers; (vii) receipts or other records of merchandise taken out on approval; (viii) income and sales tax returns; and (ix) such other records which would normally be examined and required to be kept by an independent accountant pursuant to generally accepted auditing standard in performing an audit of Licensee's Gross Receipts.

The acceptance by County of payments of Percentage Fee or reports thereon shall be without prejudice and shall in no case constitute a waiver of County's right to examination of Licensee's books and records of its Gross Receipts and inventories of merchandise.

F. Audit of Licensee's Business Affairs and Records: County shall have the right to cause, upon five (5) business days' written notice to Licensee, a complete audit to be made by a designated external auditing firm or other certified public accounting firm selected by County, or the Audit and Management Services Department of the County. Licensee shall make all such records available for said examination at the Concession or at some other mutually agreeable location. If the result of such audit shall show that Licensee's statement of Gross Receipts for any period has been understated, Licensee shall pay County the amount due. If such understatement is three percent (3%) or more, Licensee shall pay County the cost of such audit in addition to any deficiency payment required, plus ten percent (10%) of any such deficiency, all of which shall be collectible hereunder as rent. A report of the findings of said accountant shall be binding and conclusive upon County and Licensee. The furnishing by Licensee of any grossly inaccurate statement shall constitute a breach of this License Agreement. Any information, excluding written documents, obtained by County as a result of such audit shall be held in strict confidence by County except in any proceeding or action to collect the cost of such audit or deficiency, or except in connection with any mortgage or assignment of this License Agreement for financing purposes.



G. If Licensee fails to record, maintain, or make available sales supporting documentation as specified above, then Licensee may be deemed by the County to be in default of this License Agreement.

27. **Condition of Licensed Property:** Licensee hereby accepts the Concession in the condition it is in at the beginning of this License Agreement.
28. **Assumption, Parameters, Projections, Estimates and Explanations:** The Licensee understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Licensee for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn there from; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Licensee. The Licensee accepts all risk associated with using this information.
29. **County Approval:** The Licensee agrees that it will obtain prior written approval from the County in all of the following matters:
- A. Changes from originally approved specifications, pricing, activities, signage, and graphics.
  - B. Aesthetics of the Concession.
  - C. Any use of the County's facilities or Concession's name.
  - D. Hours of Operation.
  - E. Uniforms to be used by employees shall be consistent with or better than those normally used by professionally-operated Concessions.
- Should any of the above items be disapproved, Licensee may offer alternative solutions. The County reserves the right with stated just cause to require the Licensee to change within a stated time any and all items contained in this paragraph it deems in need of change, despite previous approval of same.
30. **Hours of Operation:** Operating hours for the Concession is as stated in Appendix A. The Licensee shall provide sufficient staff to provide outstanding service. The County may require a change in hours of operation, if, in the reasonable discretion of the County, such a change is desirable in providing the best service to the public.
31. **Pricing:** Licensee shall maintain the pricing schedule for goods and services submitted with its Proposal, and as approved by the County. If the Licensee wishes to change its standard prices for goods and services, Licensee will provide to the County a schedule of such proposed changes not later than thirty (30) days prior to the intended implementation date, for approval or disapproval, at any time during the License Agreement term when price changes are contemplated. Pricing for special events or services shall be expeditiously approved by the County.
32. **Personnel:** The Licensee shall provide County with the name and telephone number of a management person of the Licensee who will be on call, at all times, for emergencies, or other matters related to the operations under this License Agreement. The Licensee shall ensure that all its personnel performing services under this License Agreement are courteous and cooperative and present a neat, clean, and professional appearance at all times. Failure of an

employee to do so shall be grounds for the County to demand his or her removal from duties in the Concession. The Licensee shall ensure that all employees having public contact are able to understand and communicate in spoken English. Licensee's employees will not be considered agents of the County.

In the event the Licensee wishes to substitute personnel for the key personnel identified by the Licensee's Proposal, the Licensee must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

33. **Signs:** The nature, size, shape, and installation of Licensee's business signs within the Concession or in, on, or adjacent to the Concession or The Park must first be approved in writing by County. Said signage must also be approved by all governmental authorities having jurisdiction and must conform to the requirements set forth in Article 7 of the Miami-Dade Home Rule Charter as well as the requirements of the Crandon Park Master Plan, as it may be amended from time to time. All signs shall be removed by the Licensee at the termination of the License Agreement and any damage or unsightly condition caused to premises because of or due to said signs shall be satisfactorily corrected or repaired by the Licensee.
34. **On-Site Manager/Designee:** Throughout the term of this License Agreement, the Licensee shall employ a qualified full-time on-site Concession Manager or Designee having experience in the management of this type of operation, who shall be available during normal business hours and on-call at all times, and be delegated sufficient authority to ensure the competent performance and fulfillment of the responsibility of the Licensee under this License Agreement and to accept service of all notices provided for herein.
35. **Quality of Licensee's Service:** The Licensee shall conduct its operations in an orderly manner and so as not to annoy, disturb, or be offensive to customers, patrons, or others in the immediate vicinity of such operations.

The Licensee shall control the conduct, demeanor, and appearance of its officers, members, employees, agents, representatives, and upon objection of the County concerning the conduct, demeanor or appearance of any such person, Licensee shall immediately take all necessary steps to correct the cause of such objection.

Licensee shall take good care of said premises, shall use the same in a careful manner, and shall, at its own cost and expense, keep, maintain, and repair and, upon the expiration of this License Agreement or its termination in any manner, shall deliver said premises to the County in the same condition as at the commencement this License Agreement, with the exception of loss by fire or other casualty.

Licensee shall furnish good, prompt, and efficient service, adequate to meet all reasonable demands therefore.

It is expressly understood and agreed that the said operation shall not interfere in any manner with the use of public areas or infringe upon the normal method of operations of any other parties authorized to conduct business at or near the location. The Licensee agrees that a determination by the County will be accepted as final in evaluating whether its activities infringe on the rights of others and that Licensee will fully comply with any decisions on this matter.

36. **Monitoring Services:** The County shall have the right, without limitation, to monitor and test the quality of services of the Licensee, including, but not limited to personnel and the effectiveness of its cash-handling procedures, through the use of a shopping service, closed

## MIAMI-DADE COUNTY, FLORIDA

## License Agreement No. 00181

circuit TV, and other reasonable means.

37. **Utility Services:** Licensee shall not place any unacceptable load or burden on the capacity of the applicable building systems and utility lines of The Park as determined either by the public utility providing such service or by County in the exercise of reasonable judgment. Licensee shall make all repairs caused by Licensee's negligence.
38. **Services/Equipment Provided by County:** The County shall provide the following services, as existing:
- A. Electrical
  - B. Water facilities
  - C. Sewage collection facilities
  - D. Waste collection

The Licensee shall pay to the County \$200 per month for these facilities separate and in addition to other provisions of payment covered in this Agreement.

39. **Equipment and Service Provided by Licensee:**  
The Licensee, at its sole cost, shall provide for the Concession:

A. Janitorial service within the Concession. The Licensee shall keep the Concession and equipment clean at all times. If the Concession and equipment are not kept clean in the opinion of the County, the Licensee will be so advised and if corrective action is not immediately taken, the County will cause the same to be cleaned and the Licensee shall assume responsibility and liability for such cleaning.

B. Maintenance service for equipment necessary for the operation of the Concession. The Licensee shall ensure monthly maintenance and necessary repairs are done for all applicable equipment.

40. **Equipment Installed by Licensee:** The Licensee shall furnish and install all furnishings, fixtures and equipment necessary for the operation of the Concession. All furnishings, fixtures, and equipment acquired for the Concession shall be of a high quality as good as or better than that found at similar facilities. The County shall be afforded the opportunity to approve all furnishings, fixtures, and equipment for the Concession.

Any equipment, furnishings, signage and advertising installed by the Licensee shall be in compliance with Article 6 of the Home Rule Charter and in keeping with the appropriate standards of decor at the Park. Following the installation of any additional equipment, furnishing and improvements which the County may approve from time to time, Licensee shall provide to the County a statement setting forth the cost of such equipment, furnishings, or improvements and the date upon which the installation of such equipment, furnishings, or improvements was completed.

Licensee agrees that all new equipment, furnishings and improvements provided shall meet the requirements of all applicable building, fire, pollution and other related codes.

Licensee shall not alter or modify any portion of the Park, the Concession or the improvements constructed therein without first obtaining written approval from the County.

41. **Security and Protection:** The Licensee acknowledges and accepts full responsibility for the security and protection of its equipment, other personal property and money used in connection therewith. The County makes no warranties as to any obligation to provide security for the Concession, outside of standard security measures supplied by the County in general. Licensee

may provide its own specialized security for the Concession, subject to the County's written approval.

42. **Hurricane Preparedness:** The Licensee shall follow the County's emergency evacuation and hurricane plan as set forth for the Concession.
43. **Maintenance Responsibilities of Licensee, Appearance of Facility:** Licensee shall, at its sole cost and expense, keep and maintain the Concession in a clean and good condition. The provision of janitorial services and all interior maintenance within the Concession are the sole and exclusive responsibility of the Licensee. Upon failure of the Licensee to maintain the Concession as required in this Paragraph, County may, after fifteen (15) days written notice to the Licensee, enter upon the Concession and perform all cleaning, maintenance and repairs which may be necessary and the cost thereof, plus 25% for administrative costs, shall constitute Percentage Fee(s), and shall be billed to and paid by the Licensee.
44. **Independent Licensee Relationship:** The Licensee is, and shall be, in the performance of all work services and activities under this License Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this License Agreement shall at all times, and in all places, be subject to the Licensee's sole direction, supervision and control. The Licensee shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Licensee's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Licensee does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this License Agreement.

45. **Curtailement or Interruption of Service:** The County reserves the right to interrupt, curtail or suspend the provision of any utility service to which Licensee may be entitled hereunder when necessary by reason of accident or emergency or for repairs, alterations, or improvements in the judgment of the County desirable or necessary to be made, or due to difficulty in obtaining supplies or labor or for any other cause beyond the reasonable control of the County. The work of such repairs, alterations, or improvements shall be prosecuted with reasonable diligence. The County shall in no respect be liable for any failure of the utility companies or governmental authorities to supply utility service to Licensee or for any limitation of supply resulting from governmental orders or directives. No diminution or abatement of payment or other charges, nor damages, shall be claimed by Licensee by reason of the County's or other individual's interruption, curtailment or suspension of a utility service, nor shall this License Agreement or any of Licensee's obligations hereunder be affected or reduced thereby.
46. **Inspection by County:** The County shall have the authority to make periodic reasonable inspections of all of the Concession, equipment, and operations during the normal operating hours thereof to determine if such are being maintained in a neat and orderly condition. The Licensee shall make any improvements in cleaning or maintenance methods reasonably required by the County. Such periodic inspections may also be made at the County's discretion to determine whether the Licensee is operating in compliance with the terms and provisions of this License Agreement.
47. **Right of Entry:** The County or any of its agents shall have the right to enter upon the Concession at all reasonable times, whether or not during normal business hours, to examine same and to make such repairs, alterations, replacements, or improvements in the Concession as the County deems necessary, but the County assumes no obligation to make repairs in the

Concession other than those expressly provided for in this License Agreement. The County agrees, however, that any such repairs, alterations, replacements, or improvements shall be made with minimum amount of inconvenience to Licensee and that the County will diligently proceed therewith to completion. The County or the County's agents shall also have the right to enter upon the Concession at reasonable times to show them to actual or prospective mortgagees, tenants, or Licensees of the Concession. During the one hundred and eighty (180) days prior to the expiration of the term of this License Agreement, the County may show the Concession to prospective tenants. If, during the last ninety (90) days of the term of this License Agreement, Licensee shall have removed all or substantially all of Licensee's property there from, the County may immediately enter, alter, renovate, and redecorate the Concession without elimination or abatement or fee or other compensation and such action shall have no effect upon this License Agreement.

48. **Permits and Regulations:** Licensee covenants and agrees that Licensee will obtain any and all necessary permits and approvals and that all uses of the Licensed property will be in conformance with all applicable laws.
49. **Damage or Destruction of Property:** In all events, Licensee shall repair all damages to the property caused by the Licensee, its employees, agents, contractors or sub-consultants. If the Concession is partially damaged, but not rendered unusable for the purposes of this License Agreement, the same shall with due diligence be repaired by the Licensee from proceeds of the insurance coverage and/or at its own cost and expense and a pro-rata adjustment of the Guaranteed Monthly Rent payable hereunder for the period of the Licensee's business interruption, shall be made. If the damage shall be so extensive as to render such premises unusable for the purposes intended, but capable of being repaired within thirty (30) days, the damage shall be repaired with due diligence by the Licensee from the proceeds of the insurance coverage policy and/or at its own cost and expense, and for the period of Licensee's business interruption a pro-rata adjustment shall be made as to the Guaranteed Monthly Rent. In the event said premises are completely destroyed or so damaged that it will remain unusable for more than thirty (30) days, through no fault of the Licensee, its employee, agents, contractors or sub-consultants, the Licensee and the County shall be under no obligation to repair and reconstruct the premises, and adjustment of the Guaranteed Monthly Rent payable hereunder shall be proportionately made up to the time of such damage or destruction, and the portion of the License Agreement which pertains to such destroyed property shall cease and terminate, and all adjustments which are proper including restoration of the site to a clean, neat and usable condition shall be made accordingly. However, at the option of the County, and through negotiations pertaining to all matters for continuing the premises in a License Agreement, the Licensee may reconstruct the premises at its own cost.
50. **Repairs, Alterations and Additions by the County:** The County, as its responsibility, and at its expense (except if the damage is caused by Licensee, its employees, agents, or independent Licensees), shall make all repairs and replacements, structural and otherwise, necessary, or desirable in order to keep in good order and repair the foundations, roofs and structural soundness of floors and walls of the Common Areas of the Park, excluding the Concession.

The County reserves the right to interrupt, curtail or suspend the provision of any utility service to which Licensee may be entitled hereunder when necessary by reason of accident or emergency or for repairs, alterations, or improvements in the judgment of County desirable or necessary to be made, or due to difficulty in obtaining supplies or labor or for any other cause beyond the reasonable control of the County. The work of such repairs, alterations, or improvements shall be prosecuted with reasonable diligence. The County shall in no respect

be liable for any failure of the utility companies or governmental authorities to supply utility service to Licensee or for any limitation of supply resulting from governmental orders or directives. No diminution or abatement of Fee or other charges, nor damages, shall be claimed by Licensee by reason of the County's or other individual's interruption, curtailment or suspension of a utility service, nor shall this License Agreement or any of Licensee's obligations hereunder be affected or reduced thereby

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

51. **Diminution for County's Repair:** Except as elsewhere specifically provided in this License Agreement, there shall be no allowance to Licensee for a diminution of rental value and no liability on the part of the County by reason of inconvenience, annoyance or interference with Licensee's business arising from the County or its agents making any repairs, replacements, alterations, decorations, additions or improvements in or to any portion of the Park, or in or to fixtures, appurtenances or equipment thereof, provided such work (except in case of emergency and to the extent practical) does not unreasonably interfere with Licensee's use of the Concession.
52. **Performance of Obligations:** Licensee covenants at all times to perform promptly all of the obligations of Licensee set forth in this License Agreement.
53. **Ingress and Egress:** Subject to rules and regulations, statutes and ordinances, and terms of this License Agreement governing the use of the Concession, Licensee, its agents and servants, patrons and invitees, and its suppliers of service and furnishers of materials shall have right of ingress and egress to and from the premises.
54. **Assignment, Sub-Contracting and Successors in Interest:**
  - A. Licensee shall not assign, mortgage, pledge nor otherwise encumber this License Agreement or any portion thereof, nor any property associated with this License Agreement without prior written approval of the County. Unapproved assignment, mortgaging, pledging or encumbering shall be grounds for immediate termination of this License Agreement. It is agreed that all terms and conditions of this License Agreement shall extend to and be binding on assignees and other successors as may be approved by the County.
  - B. Licensee shall not enter into any sub-contracting Agreement for services required to be provided under this License Agreement without prior written approval of the County. Unapproved sub-contracting shall be grounds for immediate termination of this License Agreement. It is agreed that all terms and conditions of this License Agreement shall extend to and be binding on any sub-Licensees, including percentage payments on gross receipts as

defined in this License Agreement. Licensee shall be liable for acts and omissions by any sub-Licensee affecting this License Agreement. The County reserves the right to directly terminate (and pursue any applicable remedy) any sub-Licensee of the Licensee for any cause for which Licensee may be terminated. Any sub-contracting Agreement for License Agreement services must be made available and accounted for through the Licensee so as to provide seamless service to the public as if provided directly by the Licensee.

C. Should the Concession reside in a geographic area that incorporates, becoming an independent municipality, the rights and obligations granted the County under this License Agreement will automatically be assigned, if, and upon the Park's conveyance to the municipality or may be terminated by 30 days notice by either party to the other party.

55. **Ownership of Licensee:** The ownership of the Licensee is very important to the County. Therefore, the County reserves the right to terminate this License Agreement at any time if more than 10% of the ownership of the Licensee has not been specifically approved by the County. The County shall reject any proposed new owner for any reason it believes is in the best interests of the public. Licensee agrees to provide on 24-hour notice to the County an accurate list of all owners of the Licensee, showing the percentage of ownership of each owner, and, any change of corporate name or corporate ownership. Licensees, for which stock is listed on a major stock exchange, may be wholly or partially exempted from the list requirement of this paragraph at the discretion of the County.
56. **Proprietary Information:** As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.
57. **County's Property Insurance:** Any insurance the County may maintain shall not cover Licensee's improvements and betterments, contents, or other property of Licensee. Licensee shall not violate, or permit the violation of, any condition imposed by any of the County's insurance policies, and shall not do, or permit anything to be done, or keep or permit anything to be kept in the Concession which would increase the fire or other property or casualty insurance rate on the building or buildings in which the Concession is located or the property therein over the rate which would otherwise then be in effect (unless Licensee pays the resulting increased amount of premium as provided under the further terms hereof), or which would result in insurance companies of good standing refusing to insure the same or any of such property in amounts and at normal rates reasonably satisfactory to the County. If, by reason of any act or omission on the part of Licensee, the rate of property insurance on the Concession or the Park or equipment or other property of the County shall be higher than it otherwise would be, Licensee shall reimburse the County, on demand, for that part of the premiums for property insurance paid by the County because of such act or omission on the part of Licensee, which sum shall be deemed Percentage Fee for purposes of collection only.
58. **Indemnification and Insurance:** The Licensee shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Agreement by the Licensee its employees, agents, servants, partners, principals or subcontractors. The Licensee shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Licensee expressly

understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Licensee shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The Licensee shall furnish to Miami-Dade County, Department of Procurement Management, Administration Division, 111 N.W. 1st Street, 13<sup>th</sup> Floor, Miami, Florida 33128, Certificate(s) of Insurance evidencing insurance coverage that meets the requirements outlined below:

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Licensee.

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

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

or

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

#### **CONTINUITY OF COVERAGE**

The Licensee shall be responsible for assuring that the insurance documentation required in conjunction with this subsection remain in force for the duration of the agreement period, including any and all option years. The Licensee will be responsible for submitting renewal insurance documentation prior to expiration.

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

**NOTE: MIAMI-DADE COUNTY BID NUMBER AND TITLE OF BID MUST APPEAR ON EACH CERTIFICATE.**



MIAMI-DADE COUNTY, FLORIDA

License Agreement No. 00181

**CERTIFICATE HOLDER MUST READ:****MIAMI-DADE COUNTY  
111 NW 1<sup>st</sup> STREET  
SUITE 2340  
MIAMI, FL 33128**

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

Award of this License Agreement is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after County's notification to Licensee to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this License Agreement, the Licensee shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the Licensee fails to submit the required insurance documents in the manner prescribed in this License Agreement within twenty (20) calendar days after County's notification to comply, the Licensee shall be in default of the contractual terms and conditions and award of the License Agreement will be rescinded, unless such time frame for submission has been extended by the County.

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

59. **Liability for Damage or Injury:** The County shall not be liable for damage or injury which may be sustained by any party or persons at the Concession other than the damage or injury if and to the extent caused solely by the negligence of the County, its agents and employees while in the course of County business, and as limited by Section 768.28, Florida Statutes.
60. **No Liability For Personal Property:** All personal property placed or moved in the Licensed property above described shall be at the risk of Licensee or the owner thereof. County shall not be liable to Licensee or any third party for any damage to said personal property unless solely caused by negligence of County, County's agents or employees, subject to all limitations of Florida Statutes, Section 768.28.
61. **Patent and Copyright Indemnification:**
- a) The Licensee warrants that all Work furnished hereunder, including but not limited to, wall murals, and the like, shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.
  - b) The Licensee shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any wall murals, and the like, in the course of performance or completion of, or in any way connected with, the Works, or the County's

continued use of the Work furnished hereunder. Accordingly, the Licensee at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

c) In the event any Work or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Licensee shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Licensee's expense, the rights provided under this License Agreement to use the item(s).

d) The Licensee shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Work hereunder. The Licensee shall enter into agreements with all suppliers and subcontractors at the Licensee's own risk. The County may reject any Work that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

**62. Manner of Performance:**

A. The Licensee agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Licensee's personnel performing services hereunder at the behest of the County. Removal and replacement of any Licensee's personnel as used in this Paragraph shall not require the termination and or demotion of such Licensee's personnel.

B. The Licensee agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Licensee agrees to adjust its personnel staffing levels or to replace any of its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

C. The Licensee warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.

D. The Licensee shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

E. The Licensee shall comply with all provisions of all Federal, State and local laws, statutes, ordinances, and regulations that are applicable to the performance of this License Agreement.

**63. Temporary Ceasing of Operations Due to Emergency:**

The County reserves the right to require that Operator cease operations for an emergency as judged in the sole discretion of the County, for a period of time as is deemed by the County necessary to reestablish safe conditions for further operations of the Concession. Additionally, the County reserves the right to require that the Operator cease operations for any extended period as may be required by County following an event which may cause a sport operated by

MIAMI-DADE COUNTY, FLORIDALicense Agreement No. 00181

the Concession to be deemed unsafe. In this event, the County and Operator would meet to decide if the Concession should reinstate such sport and/or decide if continuing one operation of the Concession is deemed in the best interest of the County.

**64. Severability:**

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

**65. Termination by County:** The occurrence of any of the following may cause, this License Agreement to be terminated by the County upon the terms and conditions also set forth below.

A. Automatic Termination upon written notice by the County if any of the following occurs:

- i. Institution of proceedings in voluntary bankruptcy or reorganization by the Licensee.
- ii. Institution of proceedings in involuntary bankruptcy against the Licensee if such proceedings continue for a period of ninety (90) days.
- iii. Assignment by Licensee for the benefit of creditors.
- iv. Abandonment or discontinuation of operations for more than a 24 hour period without prior written approval from the County.
- v. The discovery of any misstatement in the Licensee's Proposal leading to award of this License Agreement, which in the determination of the County significantly affects the Licensee's qualifications to perform under the License Agreement
- vi. Unapproved change of ownership interest in Licensee and/or failure to submit the ownership list within 24 hours upon the request of the County.
- vii. Failure to cease any activity which may cause limitation of County's use of The Park.
- viii. A final determination in a court of law in favor of the County in litigation instituted by the Licensee against the County or brought by the County against Licensee.

B. Termination after seven (7) calendar days written notice by the County either by posting on or at the Concession and by certified or registered mail to any known address of Licensee set forth in this License Agreement hereof for doing any of the following:

- i. Non-payment of any sum or sums due hereunder after the due date for such payments; provided, however, that such termination shall not be effective if Licensee makes the required payment(s) during the seven (7) calendar day period following mailing of the written notice. Additionally, the County may sue for Guaranteed Monthly Rent and Percentage Fee for the unexpired term of this License Agreement.
- ii. Notice of any condition posing a threat to health or safety of the public or patrons and not remedied within the seven (7) calendar day period from receipt of written notice.

C. Termination after fourteen (14) calendar days from receipt by Licensee of written notice having either been posted on or at the Concession or by certified or registered mail to the address of the Licensee set forth in this License Agreement:

- i. Non-performance of any covenant of this License Agreement other than non-payment of rent or performance fees and others listed in A and B above, and failure of the Licensee to remedy such breach within the fourteen (14) calendar day period from receipt of the written notice.

D. Revenue Control and Audit Defaults: The inability or failure of the Licensee to provide the County with an unqualified certified statement of Gross Sales, or to strictly adhere to the revenue control procedures established in this License Agreement shall constitute a non-

curable default and in such event the County shall have the right to terminate this License Agreement upon seven (7) calendar days written notice to the Licensee. In addition to termination for such default, the County shall be entitled to collect damages in the full amount of the payments of the security deposit required in this License Agreement.

- E. **Habitual Default:** Notwithstanding the foregoing, in the event that the Licensee has repetitively defaulted or breached four (4) times within a 12 month period, in the performance of or breached any of the terms, covenants and conditions required herein to be kept and performed by the Licensee, regardless of whether the Licensee has cured each individual condition of breach or default as provided herein above, the Licensee may be determined by the County to be an "habitual violator". At the time that such determination is made, County shall issue to the Licensee a written notice advising of such determination and citing the circumstances therefore. Such notice shall also advise the Licensee that there shall be no further notice or grace periods to correct any subsequent breaches or defaults and that any subsequent breach(es) or default(s), of whatever nature, taken with all previous breaches and defaults, shall be considered cumulative and, collectively, shall constitute a condition of non-curable default and grounds for immediate termination of this License Agreement. In the event of any such subsequent breach or default, County may cancel this License Agreement upon the giving of written notice of termination to the Licensee, such cancellation to be effective upon the tenth (10th) day following the date of receipt thereof and all payments due hereunder shall be payable to said date, and the Licensee shall have no further rights hereunder. Immediately upon receipt of said notice of termination, the Licensee shall discontinue its operations at the Concession, and proceed to remove all its personal property in accordance with this License Agreement.

In the event that the County terminates this License Agreement by operation of any of the provisions as stated in this License Agreement, then in addition to other rights and remedies available to the County under the law, the County may accelerate the rental payments under this License Agreement, whereupon the entire balance owed by the Licensee under this License Agreement shall become immediately due and payable without further notice or demand.

- F. In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, halt or terminate this Agreement by written notice to the Contractor.

In this event, the County shall not be liable for any compensation to the Licensee or responsible for any lost revenues or legal fees caused as a result of this termination.

**66. Event of Default:**

A. An Event of Default shall mean a breach of this License Agreement by the Licensee. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

- i. the Licensee has not provided Services in accordance with provisions herein;
- ii. the Licensee has refused or failed to supply enough properly skilled Staff Personnel;
- iii. the Licensee has failed to make prompt payment to subcontractors or suppliers for any Services;
- iv. the Licensee has become insolvent (other than as interdicted by the bankruptcy laws),

## MIAMI-DADE COUNTY, FLORIDA

## License Agreement No. 00181

or has assigned the proceeds received for the benefit of the Licensee's creditors, or the Licensee has taken advantage of any insolvency statute or debtor/creditor law or if the Licensee's affairs have been put in the hands of a receiver;

- v. the Licensee has failed to obtain the approval of the County where required by this License Agreement;
- vi. the Licensee has failed to provide "adequate assurances" as required under section "B" below; or
- vii. the Licensee has failed in the representation of any warranties stated herein.

B. When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Licensee's ability to perform the Services or any portion thereof, the County may request that the Licensee, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Licensee's ability to perform in accordance with the terms of this License Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Licensee for portions of the Services which the Licensee has not performed. In the event that the Licensee fails to provide to the County the requested assurances within the prescribed time frame, the County may:

- i. treat such failure as a repudiation of this License Agreement; and
- ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

C. In the event the County shall terminate this License Agreement for default, the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

67. **Notice of Default – Opportunity to Cure:** If an Event of Default occurs in the determination of the County, the County may so notify the Licensee ("Default Notice"), specifying the basis for such default, and advising the Licensee that such default must be cured immediately or this License Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Licensee to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Licensee has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Licensee shall discontinue the Services upon the Termination Date.
68. **Remedies in the Event of Default:** If an Event of Default occurs, the Licensee shall be liable for all damages resulting from the default, including, but not limited to:
- a) lost revenues;
  - b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and
  - c) such other direct damages.

The Licensee shall also remain liable for any liabilities and claims related to the Licensee's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

**69. Termination and Suspension of Work:**

A. The County may immediately terminate this License Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.

B. The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

C. The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Licensee may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

**70. Termination by Licensee:** Licensee shall have the right upon thirty (30) calendar days from receipt of written notice to the County by certified or registered mail to the address set forth in this License Agreement to terminate this License Agreement at any time after the occurrence of one or more of the following events:

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

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

**71. Surrender of Concession:** At the expiration or earlier termination of the term of this License Agreement, Licensee shall peaceably surrender the Concession in as good a condition as the Concession was on the Commencement Date of this License Agreement, ordinary wear and tear and damage by condemnation, fire or other casualty excepted; all improvements made by the Licensee in connection with this License Agreement shall become the property of the County. Licensee shall deliver all keys, as applicable, for the Concession to the County at the place then fixed for the payment of rent, and shall notify the County in writing of all combinations of locks, safes and vaults, if any, in the Concession. Ordinary wear and tear shall be deemed not to include damage or injury caused by moving Licensee's property or trade fixtures into or out of the Concession. Licensee's obligation to observe and perform the covenants set forth in this paragraph shall survive the expiration or earlier termination of the term of this License Agreement.**72. Termination of Agreement:** Following the termination of this License Agreement the Licensee, within fifteen (15) calendar days, or earlier if determined by the County, shall forthwith remove all of its personal property not acquired under the terms of this License Agreement. Any personal property of Licensee not removed in accordance with this paragraph may be removed by the County for storage at the cost of the Licensee or shall constitute a gratuitous transfer of title thereof to the County for whatever disposition is deemed to be in the best interests of the County. The County shall not be liable to Licensee for the safekeeping of Licensee's personal

## MIAMI-DADE COUNTY, FLORIDA

## License Agreement No. 00181

property during or after termination of this License Agreement. The County shall have the senior interest in the Licensee's personal property. Licensee shall not remove any equipment, supplies in bulk, or fixtures within the Concession at any time without pre-approval in writing from the County. Licensee shall be liable to the County for the fair market value of any equipment, supplies in bulk, or fixtures removed without County pre-approved written permission. Licensee shall also be liable for any expenses incurred by the County in prosecuting any action against Licensee following unapproved item removal described above. Licensee shall also be liable to the County for any expenses incurred by the County in replacing any items wrongfully removed by Licensee. It is the intention of the parties to this License Agreement that all furnishings and equipment purchased or Licensed by the Licensee except those permanently affixed to buildings, as defined under the laws of the State of Florida, shall be the personal property of the Licensee. Upon the termination of this License Agreement and the removal of all personal property by Licensee, the Licensee shall deliver said premises to the County in the condition set forth in this Paragraph.

- 73. Holding Over:** If Licensee continues to use and operate the Concession after the expiration of the term of this License Agreement, or any option period, without a new License Agreement reduced to writing and duly executed and delivered (even if Licensee shall have paid, and County shall have accepted, payment in respect to such unauthorized operations), Licensee shall be deemed to be operating and using the Concession only from month-to-month, subject to all covenants, conditions, and agreements of this License Agreement. If Licensee fails to surrender the Concession upon the termination of this License Agreement, then Licensee, in addition to any liabilities to County accruing there from, shall indemnify and hold harmless the County and its assigns and agents from loss or liability resulting from such failure, including, without limiting the generality of the foregoing, any claims made by any succeeding Licensee on such failure.
- 74. Mechanics', Materialmen's and Other Liens:** Licensee agrees that it will not permit any mechanic's, materialmen's or other liens to stand against the Concession for work or materials furnished to Licensee; it being provided, however, that Licensee shall have the right to contest the validity thereof. Licensee shall immediately pay any judgment or decree rendered against Licensee, with all proper costs and charges, and shall cause any such lien to be reLicensed off record without cost to County.
- 75. Lien:** The County shall have a lien upon all personal property of the Licensee on the Concession to secure the payment to the County of any unpaid money accruing to the County under the terms of this License Agreement.
- 76. Limiting Legislative or Judicial Action:** In the event that any municipal, county, state, or federal body of competent jurisdiction passes any law, ordinance, or regulation in any way restricting or prohibiting the use of The Park for the purposes of this License Agreement, this License Agreement will be null and void and unenforceable by any party to this License Agreement and the County shall have no further liability under this License Agreement. In the event that a referendum vote of the electorate of the County in any way restricts or prohibits the use of the Concession for the purposes of this License Agreement, this License Agreement will be null and void and unenforceable by any party to this License Agreement and the County shall have no further liability under this License Agreement. If the County deems the License Agreement null and void by function of this Paragraph, the County will not be liable to the Licensee for damages arising there from and the County shall have no further liability under this License Agreement.

MIAMI-DADE COUNTY, FLORIDALicense Agreement No. 00181

**77. Non-Discrimination:** Licensee does hereby for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, covenant and agree that:

- i. No person on the ground of race, color, religion, national origin, sex, sexual orientation, age, residency within or outside Miami-Dade County, or handicap shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said Concession, except as provided by law.
- ii. During the performance of this License Agreement, Licensee agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, or veteran status, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.
- iii. By entering into this License Agreement, the Licensee attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.
- iv. The Licensee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 45, Code of Federal Regulations, Article 80, Non-discrimination under programs receiving Federal Assistance through the County of Health, Education and Welfare - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
- v. In the event of breach of any of the above non-discrimination covenants, the County shall have the right to terminate the License Agreement and re-enter and repossess said Concession thereon and hold the same as if said License Agreement had never been made or issued. This provision shall not be effective, where applicable, until the procedures of Title 45, Code of Federal Regulations, Part 80, are followed and completed including exercise or expiration of appellate rights.
- vi. The Licensee shall not discriminate against any employee or applicant for employment in the performance of the License Agreement with respect to hiring, tenure, terms, conditions, or privileges of employment because of age, sex or physical handicap (except where based on a bona fide occupational qualification); or because of marital status, color, religion, national origin, or ancestry.

**78. Conflict of Interest:**

The Licensee represents that:

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

B. There are no undisclosed persons or entities interested with the Licensee in this License



MIAMI-DADE COUNTY, FLORIDALicense Agreement No. 00181

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

- i) is interested on behalf of or through the Licensee directly or indirectly in any manner whatsoever in the execution or the performance of this License Agreement, or in the services, supplies or work, to which this License Agreement relates or in any portion of the revenues; or
- ii) is an employee, agent, advisor, or consultant to the Licensee or to the best of the Licensee's knowledge any subcontractor or supplier to the Licensee.

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

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

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

**79. Press Release or Other Public Information:** Under no circumstances shall the Licensee without the express written consent of the County:

A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Services being performed hereunder, unless the Licensee first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

B. Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and

C. Except as may be required by law, the Licensee and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Licensee or such parties has been approved or endorsed by the County.

**80. No Waiver of Right to Enforce:** The waiver by County of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or

any subsequent breach of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of Guaranteed Monthly Rent and Percentage Fee hereunder by County shall not be deemed to be a waiver of any preceding breach by Licensee of any term, covenant, or condition of this License Agreement, other than the failure of Licensee to pay the particular Guaranteed Monthly Rent and Percentage Fee so accepted, regardless of County's knowledge of such preceding breach at the time of acceptance of such Guaranteed Monthly Rent and Percentage Fee.

81. **Rules and Regulations:** The Licensee will observe, obey, and comply with all rules and regulations adopted by the County and all laws, ordinances and/or rules and regulations of other governmental units and agencies having lawful jurisdiction, which may be applicable to Licensee's operations under this License Agreement. Failure to do so will constitute a breach of the License Agreement.
82. **Bankruptcy:** The County reserves the right to terminate this License Agreement, if, during the term of any contract the Licensee has with the County, the Licensee becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Licensee under federal bankruptcy law or any state insolvency law.
83. **Authority Of The County's Project Manager:**
- A. The Licensee hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this License Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the License Agreement; negligence, fraud or misrepresentation before or subsequent to acceptance of the Licensee's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- B. The Licensee shall be bound by all determinations or orders and shall promptly obey and follow every order of the County's Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Licensee agrees with the County's Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the County's Project Manager as soon thereafter as is practicable.
- C. The Licensee must, in the final instance, seek to resolve every difference concerning the License Agreement with the County's Project Manager. In the event that the Licensee and the County's Project Manager are unable to resolve their difference, the Licensee may initiate a dispute in accordance with the procedures set forth in this Paragraph. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- D. In the event of such dispute, the parties to this License Agreement authorize the County Mayor or designee, who may not be the County's Project Manager or anyone associated with this project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the License Agreement (including but not limited to claims in the nature of breach of the License Agreement, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Mayor within 10 days of the occurrence, event or act out of which the dispute arises.

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

**84. Mutual Obligations:**

A. Nothing in this License Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

B. In those situations where this License Agreement imposes an indemnity obligation on the Licensee, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Licensee fails to diligently defend such claims, and thereafter seek indemnity for costs from the Licensee.

**85. Rights Reserved to County:** All rights not specifically granted to the Licensee by this License Agreement are reserved to the County. The designation of any particular remedy for the County is without prejudice to any other relief available in law or equity, and all such relief is reserved to the County.

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

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

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

**89. Local, State and Federal Compliance Requirements:**

Licensee agrees to comply, subject to applicable professional standards, with the provisions of

MIAMI-DADE COUNTY, FLORIDALicense Agreement No. 00181

any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this License Agreement, including but not limited to:

- A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- B. Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.
- C. Environmental Protection Agency (EPA), as applicable to this Contract.
- D. Miami-Dade County Code, Chapter 11A, Article 3. All Licensees and subcontractors performing work in connection with this License Agreement shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Licensee agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.
- E. "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.
- F. Miami-Dade County Code Section 10-38 "Debarment".
- G. Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.
- H. Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

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

**90. Inspector General Reviews:**

***Independent Private Sector Inspector General Reviews***

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

by the Licensee or any third party.

***Miami-Dade County Inspector General Review***

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Licensee. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and License agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

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

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

## MIAMI-DADE COUNTY, FLORIDA

## License Agreement No. 00181

discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

**91. Vendor Registration and Forms/Conflict of Interest:**

**a) Conflict of Interest**

Section 2-11.1(d) of Miami-Dade County Code requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. For additional information, contact the Ethics Commission hotline at (305) 579-2593.

**b) Vendor Registration**

The Licensee shall be a registered vendor with the County's Department of Procurement Management, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, Licensee confirms its knowledge of and commitment to comply with the following:

- |  |   |
|--|---|
| <p><b>1. <i>Miami-Dade County Ownership Disclosure Affidavit</i></b><br/>(Section 2-8.1 of the County Code)</p> <p><b>1. <i>Miami-Dade County Employment Disclosure Affidavit</i></b><br/>(Section 2-8-1(d)(2) of the County Code)</p> <p><b>3. <i>Miami-Dade County Employment Drug-free Workplace Certification</i></b><br/>(Section 2-8.1.2(b) of the County Code)</p> <p><b>4. <i>Miami-Dade Disability and Nondiscrimination Affidavit</i></b><br/><br/>(Section 2-8.1.5 of the County Code)</p> <p><b>5. <i>Miami-Dade County Debarment Disclosure Affidavit</i></b><br/>(Section 10.38 of the County Code)</p> <p><b>6. <i>Miami-Dade County Vendor Obligation to County Affidavit</i></b><br/><br/>(Section 2-8.1 of the County Code)</p> <p><b>7. <i>Miami-Dade County Code of Business Ethics Affidavit</i></b><br/><br/>(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)</p> <p><b>8. <i>Miami-Dade County Family Leave Affidavit</i></b><br/>(Article V of Chapter 11 of the County Code)</p> <p><b>9. <i>Miami-Dade County Living Wage Affidavit</i></b><br/>(Section 2-8.9 of the County Code)</p> <p><b>10. <i>Miami-Dade County Domestic Leave and Reporting Affidavit</i></b><br/>(Article 8, Section 11A-60 11A-67 of the County Code)</p> | <p><b>11. <i>Subcontracting Practices</i></b><br/>(Ordinance 97-35)</p> <p><b>12. <i>Subcontractor /Supplier Listing</i></b><br/>(Section 2-8.8 of the County Code)</p> <p><b>13. <i>Environmentally Acceptable Packaging</i></b><br/>(Resolution R-738-92)</p> <p><b>14. <i>W-9 and 8109 Forms</i></b><br/>(as required by the Internal Revenue Service)</p> <p><b>15. <i>FEIN Number or Social Security Number</i></b><br/>In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:</p> <ul style="list-style-type: none"> <li>▪ Identification of individual account records</li> <li>▪ To make payments to individual/Contractor for goods and services provided to Miami-Dade County</li> <li>▪ Tax reporting purposes</li> <li>▪ To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records</li> </ul> <p><b>16. <i>Office of the Inspector General</i></b><br/>(Section 2-1076 of the County Code)</p> <p><b>17. <i>Small Business Enterprises</i></b><br/>The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-</p> |
|--|---|

MIAMI-DADE COUNTY, FLORIDALicense Agreement No. 00181

8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.

By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida

**18. Antitrust Laws****92. E-Verify:**

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

**93. First Source Hiring Referral Program:**

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the Program are available at <https://iapps.southfloridaworkforce.com/firstsource/> or by contacting the SFWIB at (305) 594-7615, Extension 407.

**94. Survival:**

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

MIAMI-DADE COUNTY, FLORIDALicense Agreement No. 00181

IN WITNESS WHEREOF, the parties have executed this License Agreement effective as of the contract date herein above set forth.

Licensee

Miami-Dade County

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Corporate Secretary/Notary PublicAttest: \_\_\_\_\_  
Clerk of the Board

Corporate Seal/Notary Seal

\_\_\_\_\_  
Approved by County Attorney as to form  
and legal sufficiency





**Miami-Dade County  
Procurement Management Services  
Proposal Submittal Form**

111 NW 1<sup>st</sup> Street, Suite 1300, Miami, FL 33128

|  |   |  |                                      |
|--|---|--|--------------------------------------|
| <b>Solicitation No. RFP-00181</b>  |   | <b>Solicitation Title: WATER SPORTS CONCESSION AT CRANDON PARK</b> |                                      |
| <b>Legal Company Name (include d/b/a if applicable):</b><br><input type="text"/> |   | <b>Federal Tax Identification Number:</b><br><input type="text"/>  |                                      |
| <b>If Corporation - Date Incorporated/Organized:</b><br><input type="text"/>     |   | <b>State Incorporated/Organized:</b><br><input type="text"/>       |                                      |
| <b>Company Operating Address:</b><br><input type="text"/>                        |   | <b>City</b><br><input type="text"/>                                | <b>State</b><br><input type="text"/> |
|  |   | <b>Zip Code</b><br><input type="text"/>                            |                                      |
| <b>Company Contact Person:</b><br><input type="text"/>                           |   | <b>Email Address:</b><br><input type="text"/>                      |                                      |
| <b>Phone Number<br/>(include area code)</b><br><input type="text"/>              | <b>Fax Number<br/>(include area code)</b><br><input type="text"/> | <b>Company's Internet Web Address:</b><br><input type="text"/>     |                                      |

Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.

☐ Place a check mark here only if Proposer has such conviction to disclose to comply with this requirement.

**LOCAL PREFERENCE CERTIFICATION:** For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that has a valid Local Business Tax Receipt, issued by Miami-Dade County; has a physical business address located within the limits of Miami-Dade County from which business is performed; and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base.

☐ Place a check mark here only if affirming Proposer meets requirements for Local Preference. Failure to complete this certification at this time (by checking the box above) may render the vendor ineligible for Local Preference.

**LOCAL CERTIFIED VETERAN BUSINESS ENTERPRISE CERTIFICATION:** A Local Certified Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to proposal submission is certified by the State of Florida Department of Management Services as a veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.

☐ Place a check mark here only if affirming Proposer is a Local Certified Veteran Business Enterprise. A copy of the certification must be submitted with this proposal.

**SMALL BUSINESS ENTERPRISE CONTRACT MEASURES (If Applicable)**

An SBE/Micro Business Enterprise must be certified by Small Business Development for the type of goods and/or services the Proposer provides in accordance with the applicable Commodity Code(s) for this Solicitation. For certification information contact Small Business Development at (305) 375-2378 or access <http://www.miamidade.gov/business/business-certification-programs.asp>. The SBE/Micro Business Enterprise must be certified by proposal submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference. Firms that graduate from the SBE program during the contract may remain on the contract

Is your firm a Miami-Dade County Certified Small Business Enterprise? Yes ☐ No ☐

If yes, please provide your Certification Number:

**SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST:**

By executing this proposal through a duly authorized representative, the Proposer certifies that the Proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the Proposer is unable to provide such certification but still seeks to be considered for award of this solicitation, the Proposer shall execute the proposal through a duly authorized representative and shall also initial this space:

In such event, the Proposer shall furnish together with its proposal response a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The Proposer agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any

contract resulting from this solicitation for default if the Proposer is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

The submittal of a proposal by a Proposer will be considered a good faith commitment by the Proposer to negotiate a contract with the County in substantially similar terms to the proposal offered and, if successful in the process set forth in this Solicitation and subject to its conditions, to enter into a contract substantially in the terms herein.

Proposer's Authorized Representative's Signature:

Date:

Type or Print Name



**AFFIDAVIT OF MIAMI-DADE COUNTY  
LOBBYIST REGISTRATION FOR ORAL PRESENTATION**

(1) Solicitation Title: \_\_\_\_\_ Solicitation No.: \_\_\_\_\_  
 (2) Department: \_\_\_\_\_  
 (3) Proposer's Name: \_\_\_\_\_  
 Address: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Business Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

**(4) List All Members of the Presentation Team Who Will Be Participating in the Oral Presentation:**

| Name | Title | Employed By | Email Address |
|------|-------|-------------|---------------|
|      |       |             |               |
|      |       |             |               |
|      |       |             |               |
|      |       |             |               |
|      |       |             |               |
|      |       |             |               |
|      |       |             |               |

(ATTACH ADDITIONAL SHEETS IF NECESSARY)

**The individuals named above are Registered and the Registration Fee is not required for the Oral Presentation ONLY.**

Any person who appears as a representative for an individual or firm for an oral presentation before a County certification, evaluation, selection, technical review or similar committee must be listed on an affidavit provided by the County. The affidavit shall be filed with the Clerk of the Board at the time the response is submitted. The individual or firm must submit a revised affidavit for additional team members added after submittal of the proposal with the Clerk of the Board prior to the oral presentation. Any person not listed on the affidavit or revised affidavit may not participate in the oral presentation, unless he or she is registered with the Clerk's office and has paid all applicable fees.

Other than for the oral presentation, Proposers who wish to address the county commission, county board or county committee concerning any actions, decisions or recommendations of County personnel regarding this solicitation in accordance with Section 2-11.1(s) of the Code of Miami-Dade County **MUST** register with the Clerk of the Board and pay all applicable fees.

I do solemnly swear that all the foregoing facts are true and correct and I have read or am familiar with the provisions of Section 2-11.1(s) of the Code of Miami-Dade County as amended.

Signature of Authorized Representative: \_\_\_\_\_ Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_,

by \_\_\_\_\_, a \_\_\_\_\_, who is personally known  
 (Individual, Officer, Partner or Agent) (Sole Proprietor, Corporation or Partnership)

to me or who has produced \_\_\_\_\_ as identification and who did/did not take an oath.

\_\_\_\_\_

(Signature of person taking acknowledgement)

(Name of Acknowledger typed, printed or stamped)

(Title or Rank)

(Serial Number, if any)

W-00181

**FAIR SUBCONTRACTING PRACTICES**

In compliance with Miami-Dade County Code Section 2-8.8, the Bidder/Proposer shall submit with the proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors.

|  |  |
|--|--|
|  |  |
|--|--|

☐ NO SUBCONTRACTORS WILL BE UTILIZED FOR THIS CONTRACT

|  |
|--|
|  |
|--|

Signature

|  |
|--|
|  |
|--|

Date



**SUBCONTRACTOR/SUPPLIER LISTING**  
(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Name of Bidder/Proposer: \_\_\_\_\_

FEIN No. \_\_\_\_\_

In accordance with Sections 2-8.1, 2-8.8 and 10-34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all Bidders/Proposers on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all Proposers on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. The Bidder/Proposer who is awarded this contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The Bidder/Proposer should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the recommended Bidder/Proposer demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the Bidder/Proposer shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.

(Please duplicate this form if additional space is needed.)

| Business Name and Address of First Tier Direct Supplier | Principal Owner | Supplier/Materials/ Services to be Provided by Supplier | Principal Owner<br>(Enter the number of male and female owners by race/ethnicity) |   |       |       |          |                        |                                 |       |   | Employee(s)<br>(Enter the number of male and female employees and the number of employees by race/ethnicity) |       |       |          |                        |                                 |       |  |  |
|---|-----------------|---|---|---|-------|-------|----------|------------------------|---------------------------------|-------|---|--|-------|-------|----------|------------------------|---------------------------------|-------|--|--|
|   |                 |   | M   | F | White | Black | Hispanic | Asian/Pacific Islander | Native American/ Native Alaskan | Other | M | F  | White | Black | Hispanic | Asian/Pacific Islander | Native American/ Native Alaskan | Other |  |  |
|   |                 |   |   |   |       |       |          |                        |                                 |       |   |  |       |       |          |                        |                                 |       |  |  |
|   |                 |   |   |   |       |       |          |                        |                                 |       |   |  |       |       |          |                        |                                 |       |  |  |

| Business Name and Address of First Tier Subcontractor/ Subconsultant | Principal Owner | Scope of Work to be Performed by Subcontractor/ Subconsultant | Principal Owner<br>(Enter the number of male and female owners by race/ethnicity) |   |       |       |          |                        |                                 |       |   | Employee(s)<br>(Enter the number of male and female employees and the number of employees by race/ethnicity) |       |       |          |                        |                                 |       |  |  |
|--|-----------------|---|---|---|-------|-------|----------|------------------------|---------------------------------|-------|---|--|-------|-------|----------|------------------------|---------------------------------|-------|--|--|
|  |                 |   | M   | F | White | Black | Hispanic | Asian/Pacific Islander | Native American/ Native Alaskan | Other | M | F  | White | Black | Hispanic | Asian/Pacific Islander | Native American/ Native Alaskan | Other |  |  |
|  |                 |   |   |   |       |       |          |                        |                                 |       |   |  |       |       |          |                        |                                 |       |  |  |
|  |                 |   |   |   |       |       |          |                        |                                 |       |   |  |       |       |          |                        |                                 |       |  |  |

☐ Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to contracting department or on-line to the Small Business Development of the Internal Services Department at <http://www.miamidade.gov/businessdevelopment-contracts.asp>. As a condition of final payment, Bidder/Proposer shall provide subcontractor information on the Subcontractor Payment Report Sub 200 form which can be found at <http://www.miamidade.gov/business/library/forms/subcontractors-payment.pdf>.

I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.

Signature of Bidder/Proposer

Print Name

Print Title

Date

BWS

**Miami-Dade County****Contractor Due Diligence Affidavit**

Per Miami-Dade County Board of County Commissioners (Board) Resolution No. R-63-14, County Vendors and Contractors shall disclose the following as a condition of award for any contract that exceeds one million dollars (\$1,000,000) or that otherwise must be presented to the Board for approval:

- (1) Provide a list of all lawsuits in the five (5) years prior to bid or proposal submittal that have been filed against the firm, its directors, partners, principals and/or board members based on a breach of contract by the firm; include the case name, number and disposition;
- (2) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has defaulted; include a brief description of the circumstances;
- (3) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has been debarred or received a formal notice of non-compliance or non-performance, such as a notice to cure or a suspension from participating or bidding for contracts, whether related to Miami-Dade County or not.

All of the above information shall be attached to the executed affidavit and submitted to the Procurement Contracting Officer (PCO)/ AE Selection Coordinator overseeing this solicitation. The Vendor/Contractor attests to providing all of the above information, if applicable, to the PCO.

|                         |                          |   |  |
|-------------------------|--------------------------|---|--|
| Contract No. :          |                          | Federal Employer<br>Identification Number (FEIN): |  |
| Contract Title:         |                          |   |  |
|                         |                          |   |  |
| Printed Name of Affiant | Printed Title of Affiant | Signature of Affiant                              |  |
|                         |                          |   |  |
| Name of Firm            | Date                     |   |  |
|                         |                          |   |  |
| Address of Firm         | State                    | Zip Code  |  |

**Notary Public Information**

Notary Public – State of \_\_\_\_\_ County of \_\_\_\_\_

***Subscribed and sworn to*** (or affirmed) before me this \_\_\_\_\_ day of, \_\_\_\_\_ 20\_\_\_\_

by \_\_\_\_\_ He or she is personally known to me \_\_\_\_\_ or has produced identification \_\_\_\_\_

Type of identification produced \_\_\_\_\_

|                                 |                    |
|---------------------------------|--------------------|
|                                 |                    |
| Signature of Notary Public      | Serial Number      |
|                                 |                    |
| Print or Stamp of Notary Public | Notary Public Seal |

Expiration Date







**EXHIBIT A-3**

# **THE CRANDON PARK MASTER PLAN**

File Created on March 29, 2002 10:49 AM  
File Created by Frank Faragalli MDPRD

# CRANDON PARK MASTER PLAN

Prepared *By*:

Mr. Artemas P. Richardson  
The Olmsted Office  
Fremont, N.H.

Charles W. Pezoldt, Ph.D.  
Director, Dade County Park and Recreation Department

Bruce C. Matheson  
Matheson Family

1993-1994-1995

## TABLE OF CONTENTS

This Crandon Park Master Plan consists of the written material and figures which follow, together with the Appendices, including comprehensive Master Plan Site Plans, graphically depicting all features and structures to be permitted in the Crandon Park Lands.<sup>1</sup>

FORWARD.

INTRODUCTION.

STATEMENT OF INTENT

GENERAL OBJECTIVES

PLANNING PREMISES FOR THE CRANDON PARK  
MASTER PLAN.

General Goal.

General Park Objectives

DESIGN OBJECTIVES FOR SPECIFIC AREAS.

CRANDON BOULEVARD

CRADON PARK MARINA

IBIS PRESERVE

CRANDON PARK GOLF COURSE

CRANDON PARK TENNIS CENTER

WEST POINT PRESERVE

FIRE STATION

CALUSA MANGROVE TRAIL

ARCHAEOLOGICAL SITES

CRANDON PARK SERVICE AREA

THE CRANDON PARK GARDENS

---

<sup>1</sup> The Master Plan Site Plan and other graphic materials are prepared in color. Computer discs of this Master Plan containing both text and color drawings have been deposited with and are available from the Historical Museum of Southern Florida, Dade County Public Library, Dade County Park and Recreation Department, and the Dade County Clerk's Office, 111 N.W. 1<sup>st</sup> Street, Miami, Florida 33128: Telephone (305) 375-5126.

CRANDON PARK CABANAS  
PARKING AND BEACH DRIVE  
CRANDON PARK BEACH  
CRANDON PARK VISITORS AND NATURE CENTER  
BEAR CUT PRESERVE

PLANNING PROCESS

SITE ANALYSIS

THE PRESENT SITUATION

AREA DESCRIPTION

Characteristics  
Geology  
History  
Flora and Fauna  
Climate  
Roadways.  
Existing Park Development

CRANDON BOULEVARD

MARINA.

IBIS PRESERVE

GOLF COURSE.

TENNIS CENTER.

WEST POINT PRESERVE

FIRE STATION.

CALUSA PARK

ARCHAEOLOGICAL SITES

SERVICE AREA

THE ZOO AND BOTANICAL GARDEN

CABANAS.

PARKING AND BEACH DRIVE

THE BEACH.

NATURE CENTER.

BEAR CUT PRESERVE

EARLY KEY BISCAYNE

CRANDON PARK PHOTOGRAPHS

SITE ANALYSIS.

Existing Site Map

Existing Landscape Map

MASTER PLAN GRAPHICS

Site Plans

Landscape Plans.

General Provisions and Restrictions

Description of Detailed Elements By Feature or Area.

CRANDON BOULEVARD

CRANDON PARK MARINA

IBIS PRESERVE.

CRANDON PARK GOLF COURSE

Golf Course Clubhouse

CRANDON PARK TENNIS CENTER

The Stadium

Tennis Stadium

Name of Stadium

Criteria for Visibility; Height Limitations.

Maintenance of Visual Screening of Stadium

Use of Stadium Spaces  
United States Tennis Association Use of the Stadium and  
Tennis Center.

No Advertising on Stadium

The Tennis Center

Tennis Center Limitations

Limitation on Temporary Tennis Court Seating.

No New Permanent Structures on the Tennis Center;

Removal of Temporary Structures and Vehicles.

Tennis Only.

No Exclusive Use; Public Access.

Prohibition of Trash Stations; Restoration.

No Tennis Center Advertising.

Limitation on Lighting.

Clubhouse.

The Tennis Tournament

No Interference With Public Access.

Installation and Removal of Temporary Seating

Tournament Dates.

Public Parking.

Vehicular Access.

Other

WEST POINT PRESERVE

FIRE STATION.

CALUSA MANGROVE TRAIL

ARCHAEOLOGICAL SITES

SERVICE AREA

THE GARDENS

CRANDON PARK CABANAS



PARKING AND BEACH DRIVE

THE BEACH.

CRANDON PARK VISITORS' AND NATURE CENTER.

BEAR CUT PRESERVE

MASTER PLAN.

Priorities List

BIBLIOGRAPHY

APPENDICES

|   |   |
|---|---|
| Architecture -The South Florida Vernacular Architectural Standards..... | A |
| Crandon Park Lands -Landscape Guidelines and Standards.....             | B |
| Dade County Park Policy and Park Designations.....                      | C |
| "Save Our Parks "Charter Amendment.....                                 | D |
| Commercial Imagery and Recording Rules.....                             | E |
| Matheson Family -Dade County Settlement Agreement (January 1993) .....  | F |
| Tennis Center Survey from Settlement Agreement (Exhibit B).....         | G |
| Crandon Park Carrying Capacity Standards.....                           | H |
| West Point Preserve Protection Resolution and Agreement.....            | I |
| Crandon Park Natural Areas Protection Plan.....                         | J |
| Bear Cut Preserve Mitigation Plan.....                                  | K |
| Bear Cut Preserve Historical Surveys.....                               | L |
| Crandon Boulevard Historic Road Designation.....                        | M |
| Key Biscayne Archaeological Zone.....                                   | N |
| Crandon Park Signage Guidelines and Standards.....                      | O |
| NRPA Park Maintenance Standards.....                                    | P |
| Aerial Photographs.....   | Q |
| Historic Crandon Park Plans.....  | R |
| U.S. Government Topographical Map (1947)                                |   |
| U.S. Government Topographical Map (1988)                                |   |
| William Lyman Phillips Plan (1942)                                      |   |
| Dade County Park Plan (1959)  |   |
| Current Park Plan (1993)  |   |

|   |   |
|---|---|
| Crandon Park History .....                              | S |
| Bear Cut Bridge Bicycle Path Modification.....          | T |
| Master Plan for the Gardens at Crandon Park (1987)..... | U |
| County Park Permit Performance Evaluation.....          | V |
| Dade County Commission Master Plan Approval.....        | W |
| Crandon Park Master Plan 300' Scale Maps (2).....       | X |

## FORWARD

This Master Plan contains within its pages information of the utmost value to everyone who is concerned with standards and restrictions which will help perpetuate the use of public park land.

Crandon Park had its beginning in 1929 with Mr. A.D. "Doug" Barnes, as the first County Parks Department employee, inviting the American Institute of Park Executives to Miami for their annual conference. Included in the conference was a fish chowder party on the beach under the coconut palms on Key Biscayne. In attendance were Mr. Matheson, who owned a portion of Key Biscayne, Doug Barnes and several county officials, including Commissioner Charles Crandon. As Barnes explained in his thorough *History of the Dade County Park System 1929-1969 The First Forty Years* (1986), "[M]any of the park people, under the spell of the rustling palms [at the Key Biscayne chowder party], were enthused about an opportunity to set aside such a tropical isle or a piece of one for a one of a kind park." This did come to pass in 1940 with a donation to Dade County from the Matheson Family of nine hundred and seventy-five acres of their property on Key Biscayne. This Master Plan is dedicated to the foresight of Mr. A.D. "Doug" Barnes.

"Unless someone blunders in the future, the citizens of Dade County are going to have a public park that cannot and will not be equaled in the Americas--North or South America ...This is the future of this new land --unless ruined by those unto whose hands it will placed."

Charles Crandon, Dade County Commissioner  
Park Dedication Ceremonies 1949<sup>2</sup>

Crandon Park is "a rare and invaluable resource; one that most areas of the country would envy." Dade County Parks *Department, Crandon Park: The Next Fifty Years*, p. 47.

Crandon Park is recognized as a "sylvan spot of tranquility." *White v. Dade County*, 563 So.2d 117, 120 (Fla. 3d DCA 1990) (Gersten, J.).

---

<sup>2</sup> Crandon, *County Bumpkin* at 64-66.

## INTRODUCTION

The island of Key Biscayne and what is now referred to as Crandon Park, have a long and colorful history. Beginning with European discovery in 1497, the island has hosted Spanish explorers, Caribbean pirates, Native Americans, a coconut plantation and urban development. Complementing its history are Crandon Park's exceptional environmental qualities. Its barrier island shoreline, sea grasses, wetlands, coastal hammocks, fossilized mangrove reef (unique in the world), and bird rookeries cannot be overrated. This rich historical and environmental backdrop provides Crandon Park with unparalleled recreational opportunities that include boating, fishing, swimming, picnicking, nature study, walking, bicycling, tennis and golf.

Since the land for Crandon Park was donated to Dade County by the Matheson Family in 1940,<sup>3</sup> the planning efforts of William Lyman Phillips (see Bibliography) have been its development guide. The integrity, quality and historic value which these plans gave the Park must be preserved, particularly in view of the many other forces which have affected the Park in the last fifty-three years, exacting their toll on its physical and environmental resources.

In 1988, disputes arose between Dade County and the Matheson Family on certain activities on the Crandon Park Lands.<sup>4</sup> Under a 1993 Settlement Agreement between Dade County and the Matheson Family, the parties agreed to the creation of a comprehensive Master Plan for Crandon Park, "to determine for all time" "all permitted uses of various areas on the Crandon Park Lands, including guidelines and standards for the type, location, size, color, landscaping and other features of all structures, improvements and recreational and other facilities to be located in Crandon Park or on the Crandon Park Lands."

---

<sup>3</sup> The Crandon Park Lands include the North 1790' of Tract 1 and Tracts 2 and 3 in Plat Book 34 at page 34 of the Public Records of Dade County, Florida (hereinafter the "Crandon Park Lands").

<sup>4</sup> White v. Metropolitan Dade County, 563 So.2d 117 (Fla. 3d DCA 1990); Malcolm Matheson, Jr. et. al. v. Dade County, Case No. 91-3207 (CA-15)(11th Cir. Dade Cty, Fla.), Dade County v. Malcolm Matheson, Jr. et. al., 605 So.2d 469 (Fla. 3d DCA 1992); Malcolm Matheson, Jr. et. al. v. Dade County, Case No. 88- 24491 (CA -10)(11th Cir. Dade Cty, Fla.) (Emergency Motion for Supplemental and Additional Relief and to Amend Final Judgment); Settlement Agreement signed January 14, 1993. The Matheson Family claimed that the County's operation of an International Professional Tennis Tournament, and plans for construction of a "professional sport franchise facility" on the Crandon Park Lands, violated the simple use restriction contained in the Matheson's' deeds to the County; "This conveyance is made upon the express condition that the lands hereby conveyed shall be perpetually used and maintained for public park purposes

[Settlement Agreement ¶1 (a)]. This Master Plan is essential if Crandon Park is to provide an experience that captures its real history, utilizing, yet preserving its natural amenities to maximize future benefits to the residents of Dade County. This Master Plan establishes that Crandon Park is a cherished natural treasure with a focused purpose described in this document, to be carefully sustained as an inheritance for our children and our children's children, in perpetuity.

### **STATEMENT OF INTENT**

The following statement of intent shall govern this Master Plan and be used in construction of its various provisions:

The Crandon Park Lands shall be held in trust for all future generations as a place where urban dwellers may escape the stresses of the urban environment for renewal and refreshment in harmony with nature and naturally functioning ecosystems. The Crandon Park Lands provide woodland and beach settings which contain special aesthetic beauty and offer priceless natural resources which are to be preserved and properly maintained for all time. The Crandon Park Lands shall provide a native and tropical woodland, a field and beach setting emphasizing passive recreation, serenity, beauty, and a retreat from the noise and congestion of the urban area, and a return to nature for park patrons. Commercial activity shall be strictly limited and such activity as is permitted shall be directly related to and designed to have the least impact possible on the Crandon Park Lands. The Crandon Park Lands belong, for all time, to the people of Dade County, so that every man, woman and child, rich or poor, who frequents the Crandon Park Lands, may say "this is my park and I have a right to be here."

## **GENERAL OBJECTIVES**

### **PLANNING PREMISES FOR THE CRANDON PARK MASTER PLAN**

#### **General Goal**

To rehabilitate and restore Crandon Park to serve all the residents of Dade County as their premier Metropolitan Park for all time.

#### **General Park Objectives**

1. To preserve and enhance Crandon Park's unique character as a Natural Resource Based Metropolitan Park;
  - Provide primarily passive, natural resource-based recreation experiences
  - Balance conservation of natural and historical resources with public use and enjoyment
2. To restore Crandon Park's aesthetic and historic character;
  - Reestablish a lush tropical landscape
  - Reintroduce the historic coconut palm
  - Reestablish Crandon Boulevard as a scenic park road
  - Remove all commercial signs and benches
  - Screen out tennis stadium and maintenance facilities
  - Minimize adverse, unsympathetic impacts on natural areas
  - Restore the health of natural systems
  - Prohibit incremental degradation of Crandon Park Lands
3. To establish a unified, cohesive identity for Crandon Park and its activity areas;
  - Create a clear statement of welcome at the Causeway entrance
  - Develop limited, well-defined [traffic crossovers] which safely unify the various activity areas
  - Develop a standard signage style

- Introduce South Florida Vernacular as the cohesive architectural style
4. To improve pedestrian and bicycle use of Crandon Park;
    - Develop circulation routes throughout the Park
    - Provide safe access to and within all activity areas
    - Provide a variety of walking and non-motorized wheeling experiences throughout the Park
    - Minimize conflicts with vehicles
  5. To minimize adverse impact of automobiles in the Park;
    - Minimize all cross-traffic along Crandon Boulevard
    - Minimize points of automobile/pedestrian/bicycle conflict
    - Make parking areas more compatible and sympathetic to the Park's character
  6. To improve the Park's recreational experience;
    - Recreate historic open fields
    - Develop natural and historical interpretive areas
    - Create a variety of areas that promote creative learning experiences and which are themed around the Park's historic and natural attributes and emphasize natural materials
    - Provide access for people with disabilities
    - Provide for family and group picnicking
    - Permit appropriately scaled special events
    - Provide additional, convenient visitor information signs and exhibits
    - Assure adequate showers, drinking fountains and restrooms
    - Improve existing shelters, concessions, drinking fountains and restrooms
    - Add family and shade spaces
  7. To establish a timetable, priorities and dedicated funding sources for completion of the features of this Master Plan.

**DESIGN OBJECTIVES FOR SPECIFIC AREAS****CRANDON BOULEVARD****I. Design Objectives:**

- Create an identifiable Park theme and welcoming entrance
- Create a relaxed Park road character along Crandon Boulevard
- Reintroduce coconut palms and a historic landscape theme with lush tropical and native plantings
- Reduce cross-traffic along the Boulevard
- Provide positive separation of pedestrians and recreational bicyclists from vehicles
- Facilitate movement of vehicles and speed bicycles through the Park and into various activity areas.

**CRANDON PARK MARINA****I. Design Objectives:**

- Improve the efficiency of traffic circulation
- Enhance the aesthetic character and appeal of the Marina
- Provide for the preservation of the Rookery Island
- Provide for the preservation of the Tern Nesting Area
- Provide for erosion control of the shoreline with riprap and mangroves
- Provide 3 to 5 picnic shelters (300 square feet each) on the grass area of Pelican Point
- Remove all boats from Pelican Point
- Provide for public access, picnicking and observation along the western edge of the Marina area
- Permit a Dive Shop operation which includes a building for office (maximum size 530 square feet), tour and merchandise sales and dock space that currently exist
- Permit dive shop activities, including chartered dive trips and off-site certification instruction
- Provide for charter and private boat slips and moorings



- Provide a marina restaurant with designated parking to correspond to code requirements for seats for food and beverage sales in the restaurant
- Remove restaurant and all other advertising signs from Crandon Boulevard frontage
- Provide for a 2 story dock master building, with a first floor offering toilets, showers, and laundry, and a Bait and Tackle shop (maximum size: 1,250 square feet); and a second floor for dockmaster offices (maximum size: 1,000 square feet)
- Retain, construct and/or renovate all existing and future permanent structures in the South Florida Vernacular Architectural Style
- Provide for an outdoor picnic area next to the bait and tackle shop of the existing size
- Provide for additional boat trailer parking by removing the existing fenced boat trailer compound and renovation of existing parking
- Provide adequate trash receptacles throughout the Marina area
- Remove all trailers and/or camper trucks providing office space
- Retain and renovate existing restroom buildings
- Provide limited restricted parking for Marina tenants
- Permit boating activities on private, rented or chartered vessels as currently exists
- Provide restaurant service for the boating and general public
- Permit sale of merchandise and fuel serving the boating and general public of the size that currently exist
- Promote picnicking and nature observation

### **IBIS PRESERVE**

#### **I. Design Objectives:**

- Restore degraded areas to natural system functions
- Preserve the integrity of undisturbed natural areas
- Maintain limited access to tours led by qualified naturalists
- Maintain a canoe zone along Biscayne Bay
- Promote nature observation and educational activities including nature study and field work
- Promote restoration activities including rehabilitation of wetlands and some uplands

**CRANDON PARK GOLF COURSE****I. Design Objectives:**

- Provide for vehicular access from Crandon Boulevard
- Improve the aesthetic character of the drive to the clubhouse by screening out all storage, maintenance and service yard areas
- Provide for pedestrian and bicycle access to the golf course
- Retain existing tennis club complex
- Retain, construct and or renovate all existing and future permanent structures in the South Florida Vernacular Architectural Style
- Provide limited additional machinery storage at existing golf cart shed location
- Provide limited bulk storage in the maintenance area
- Provide for the existing driving range golf pro building
- Provide for limited clubhouse, restaurant/bar, patio snackbar, golfshop, locker rooms and park offices as needed
- Permit clubhouse activities, including food and beverage service, administration, and golf-related room and patio rentals
- Provide for handicapped persons in the existing clubhouse as needed
- Retain the existing shelter and boat landing on Biscayne Bay
- Promote golfing activities, including public play, tournaments, special golf events and instruction
- Promote tennis activities, including public play, tournaments, special tennis events and instruction
- Retain existing sales area in the Clubhouse for golf merchandise

**CRANDON PARK TENNIS CENTER****I. Design Objectives:**

- Provide for vehicular access from Crandon Boulevard
- Improve the efficiency of vehicular circulation within the Tennis Center
- Provide for pedestrian and bicycle access to the Tennis Center
- Provide for better pedestrian access and scale within the Tennis Center
- Improve the aesthetic character of the Tennis Center grounds through extensive, lush, tropical and native landscaping
- Provide for the existing Stadium
- Screen Stadium from all points on Crandon Boulevard and all points between the Boulevard and the Beach
- Retain all existing permanent structures now built in the South Florida Vernacular Architectural Style
- Renovate and build all new structures in the South Florida Vernacular Architectural Style
- Provide for the existing clubhouse and locker rooms
- Provide for a total of twenty-seven hard courts, five of which are lighted
- Provide for current distribution of seventeen hard courts, eight clay surface tennis courts and two grass surface courts
- Provide for storage of maintenance equipment, bulk materials and supplies in the Stadium
- Provide for tennis activities, including public play, tournaments, exclusively tennis-related events and instruction
- Limit the sales area in the Clubhouse to its present size
- Permit clubhouse activities (including administration, room rentals and meetings) relating exclusively to tennis
- Permit indoor snack and beverage vending

**WEST POINT PRESERVE****I. Design Objectives:**

- Limit access to undeveloped areas to tours by qualified interpretive naturalists, while maintaining limited existing active recreational facilities for the enjoyment of the public
- Restore degraded areas to their original natural and/or historic characters
- Preserve the integrity of the undisturbed natural areas

- Maintain canoe access to Biscayne Bay from the Lake
- Promote canoeing, nature observation, and guided nature walks
- Advance the preserve boundary eastward to Crandon Boulevard, where possible, leaving only limited existing active recreational facilities for the enjoyment of the public
- Implement restoration activities of wetland and upland areas
- Maintain a 1,000 feet wide "no motor" zone along the outer most edge of the western Biscayne Bay shoreline, the sea grass beds and sand flats
- Maintain a 1,000 feet wide manatee zone along the southwestern shoreline
- Provide for a 3,500 linear feet boardwalk loop nature trail
- Except as provided for, prohibit any disturbance in the preserve

#### **FIRE STATION**

I. Design Objectives:

- Provide for vehicular access from Crandon Boulevard
- Permit Fire/Rescue activities only if the Park is serviced from this station by the Dade County Fire Department
- Retain and/or renovate all existing permanent structures in the South Florida Vernacular

#### **CALUSA MANGROVE TRAIL**

I. Design Objectives:

- Provide vehicular access from the Crandon Boulevard Rotary
- Provide for pedestrian and bicycle access the Calusa Mangrove Trail from the new pedestrian/bike trail westward of Crandon Boulevard
- Retain and modify existing shelter and restrooms
- Retain existing parking for access to the new Calusa Mangrove Trail
- Modify four existing tennis courts to provide for three unlighted multi-purpose sports courts
- Modify existing sandlot to match sandlot equipment to the Beach Area
- After year end 1997, remove all other buildings and structures, and restore the Calusa area with flowering trees and native vegetation and provide three 300 square feet picnic shelters

- Provide a pedestrian mangrove experience for pedestrians through a 3,500 linear feet elevated boardwalk loop into the West Point Preserve with interpretive signage
- Restore habitats for native and migratory fauna
- Provide limited visual and sensory interpretation of flora and fauna

### **ARCHAEOLOGICAL SITES**

#### **I. Design Objectives:**

- Provide for and protect existing and future archaeological sites
- Furnish interpretive signage for public education
- Stimulate public awareness by providing information about prehistoric patterns of Tequesta Indians on Key Biscayne through non-commercial interpretive activities in the Crandon Park Gardens

### **CRANDON PARK SERVICE AREA**

#### **I. Design Objective:**

- Provide for vehicular access from the Crandon Boulevard Rotary
- Screen completely the maintenance area from all Park roads, paths and walkways
- Clean-up, organize and properly maintain all material and equipment
- Provide security for machines, materials and records
- Provide for a garbage/trash compactor or in the future, a more technologically advanced device for temporary storage of Park refuse
- Retain and/or renovate all existing structures
- Retain park service activities, including vehicle and machine maintenance and storage, materials storage, tool storage, trades shops and offices, staff lunch room and fuel pumps
- Provide a means to chip and/or mulch and recycle the Park's vegetative matter

### **THE CRANDON PARK GARDENS**

#### **I. Design Objectives:**

- Provide for vehicular access from Crandon Boulevard

- Provide for pedestrian and bicycle access to The Gardens
- Promote walking, nature observation, picnicking and limited non commercial art appreciation
- Permit interpretive activities of the Park's historic, cultural and environmental resources
- Permit limited shelter and grounds rental
- Permit appropriately scaled special events
- Introduce limited canoeing
- Retain and/or renovate all Master Plan permitted existing and future structures in the South Florida Vernacular Architectural Style
- Except as specifically provided in this Master Plan, implement the general goals and objectives of the "Master Plan for the Gardens at Crandon Park" set forth as Appendix U attached hereto and by this reference made a part hereof.

### **CRANDON PARK CABANAS**

#### **I. Design Objectives:**

- Provide for vehicular access from South Beach Parking Lot by permit only
- Provide for pedestrian and bicycle access to the Cabanas
- Improve the aesthetic character of the Cabanas and grounds
- Redesign the existing Cabanas using the existing structure footprint, but in groups of 3 or 4 with common space between, and new Cabanas to conform to South Florida Vernacular Architectural Style for all Crandon Park buildings
- Provide upon demand new Cabanas south of the existing Cabana foundations for up to 6 renters
- Retain the existing restroom and concession structures serving the Cabanas
- Permit daily, weekly, monthly and seasonal rentals of Cabana units

### **PARKING AND BEACH DRIVE**

#### **I. Design Objectives**

- Provide for vehicular access from both the north and south Crandon Boulevard entrances
- Improve the efficiency of vehicular access, parking and visitor drop-off

- Create natural yet effective traffic control devices which do not obstruct the Park's scenic qualities
- Improve the aesthetic character of the central allee and of the Beach Drive
- Raze existing Park Office, and provide a Park Office at the South Beach Parking Lot toll booth (maximum size: 900 square feet) in the South Florida Vernacular Architectural Style
- Permit limited bicycle and roller skate and roller blade rental at the roller rink
- Permit Park management activities including administrative offices, public information desk and map display in Park office
- Prohibit any increase of the existing parking spaces and enlargement of other parking areas
- Provide for the existing Boulevard crossings for pedestrians and bicycles and an additional one upon demand
- Provide for permeable parking surface, with non-permeable or partially permeable walkways and driveways.

### **CRANDON PARK BEACH**

#### **I. Design Objectives:**

- Improve the aesthetic character of the entire Beach with landscaping
- Provide for pedestrian and bicycle access to the beach activity areas
- Provide picnic areas that include open, informal play fields, family picnic tables, small group picnic shelters and large group picnic shelters
- Provide for no more than three concession buildings at convenient locations with limited snack bar food and beverage sales
- Provide lifeguard observation towers along the shoreline
- Maintain a 1,000 feet wide "no boat" zone along the beach
- Provide a Lifeguard Headquarters Tower
- Provide limited storage for lifeguards' vehicles and boats
- Provide additional landscaping, including coconut palm groups, dune vegetation and natural plantings throughout all of the Beach areas
- Retain and renovate existing restroom buildings
- Provide for adequate outdoor showers, restrooms with changing areas and drinking fountains

- Permit walking, jogging and bicycling, tram and train rides, picnicking, parties, open field games, beach games, sunbathing, swimming, nature observation, and limited appropriately scaled special events
- Permit limited and appropriately scaled rentals of picnic shelters, umbrellas and lounge chairs with mats (300 maximum)
- Permit Park management activities, including administrative offices, storage, locker rooms and first aid
- Permit limited and appropriately scaled print media and film industries photography
- Retain and/or renovate all existing permanent structures in the South Florida Vernacular Architectural Style.

### **CRANDON PARK VISITORS AND NATURE CENTER**

#### **I. Design Objectives:**

- Provide for vehicular access from Crandon Boulevard
- Provide for pedestrian and bicycle access to the Nature Center
- Provide for the Nature Center to become the " gateway" into the Bear Cut Preserve
- Provide for one dual-purpose South Florida Vernacular Architectural Style building comprised of a Nature Center, primarily serving school children, and a Park Visitors Center, serving the general public
- Provide for a Park Visitors' Center and include visitor orientation, office space, storage and restrooms
- Provide for a Nature Center and include classrooms, restrooms and teacher work space
- Provide for a self-releasing turtle hatchery
- Provide for a temporary plant propagation shade house for native plant restoration projects
- Promote indigenous passive non-commercial environmental and historical education activities, including classroom study, field study, nature observation, lectures, films and literature only during daylight hours



- Provide Park orientation activities, including lectures, films, workshops, exhibits, staff contact and guided tours

### **BEAR CUT PRESERVE**

#### **I. Design Objectives:**

- Provide for vehicular access from the north beach parking lot
- Provide for a single point of access for pedestrians, trains, trams, and bicycles, into the Preserve through the Park Visitors' and Nature Center
- Provide for the restoration and protection of the historic natural systems in the Preserve
- Provide for interpretive trails with signage
- Provide for a South Florida Vernacular Architectural Style shelter/restroom and observation structure in the vicinity of the fossilized mangrove reef
- Restrict boat access into the sea grass beds and shoals with a 1,000 feet wide "no boat" zone
- Provide for the protection of present and future archaeological resources
- Promote nature observation, walking, bicycling (excluding the Crandon Blvd. bicycle path), sun bathing, swimming, snorkeling, nature study, interpretive tours and field study only during daylight hours
- Implement restoration of wetlands, coastal areas and uplands with native plantings
- Provide for a 10 feet wide paved bicycle path to run from the North Beach parking lot to the Bear Cut bridge
- Any structure shall be constructed in the South Florida Vernacular Architectural Style

### **PLANNING PROCESS**

Pursuant to the 1993 Dade County-Matheson Settlement Agreement, the Olmsted Firm was engaged to provide initial Master Plan documents. The Matheson Family submitted various Objections, and Dade County and the Matheson Family then undertook an extensive review and restatement of the initial Olmsted Master Plan documents. Input

was also sought and obtained from members of the public and various groups with common interests in the use of the Crandon Park Lands, including but not limited to the School Board of Dade County, art professionals, environmental protection and environmental education interest groups, garden club members, film professionals and existing leaseholders in the Park. A Committee was formed among a County Parks Department representative, a Matheson Family representative and a representative of the Olmsted Firm to comprehensively revise and restate the Master Plan documents, taking these public comments and the Matheson Family's Objections into account and incorporating other agreed features and understandings. The Committee refined and restated the Master Plan documents, which upon approval of the Board of County Commissioners shall now become the "Crandon Park Master Plan" contemplated in the Settlement Agreement.

## SITE ANALYSIS

### THE PRESENT SITUATION

#### AREA DESCRIPTION<sup>5</sup>

**Characteristics.** Key Biscayne is part of a chain of barrier islands extending southward from Miami Beach. It is separated from the mainland by Biscayne Bay, a body of water about 38 miles long that varies in width from 3 to 9 miles. Key Biscayne itself has a maximum length of 4.5 miles and a maximum width of 1.6 miles, yet averages closer to 0.8 miles wide. Its average elevation is approximately 5 feet above sea level. The central portion of Key Biscayne is highly developed. The west- central portion bordering Biscayne Bay contains over 1,100 homes, while the east- central portion contains over 4,200 condominium and hotel-motel units. Crandon Park, operated by the Dade County Park and Recreation Department, occupies approximately 975 acres on the northern half of the Island. The southern 410 acres of the Island consists of the Bill Baggs Cape Florida State Recreation Area. Key Biscayne and Biscayne Bay are two of the primary recreational resources for Dade County.

**Geology.** Key Biscayne is a barrier island surrounded by Biscayne Bay on the West and the Atlantic Ocean on the East. In their natural state, barrier islands are constantly shifting and when wave energy is relatively low, sand tends to accumulate on the beach slope. With the arrival of stormy fall and winter weather, the trend is reversed and sand is eroded from the beach and deposited on near-shore sand bars. Key Biscayne was created from material cut from the sea floor by wave action and, most recently, by dredging and filling western portions of the island. The result was the development of natural beach on the eastern or Atlantic side of the Key and the growth of mangroves and mudflats on the western or bayside.

**History.**<sup>6</sup> The history of Key Biscayne extends back almost 2,000 years. It includes a diverse and fascinating combination of cultures, people and events. From earliest times the island hosted Tequesta Indian settlements, discovery and exploration by John Cabot in 1497; visits by Juan Ponce de Leon and Escalante de Fontenada in the early 1500's, landings by Black Caesar and other pirates; and encampments of Union and Confederate soldiers and sympathizers during the Civil War. The Cape Florida lighthouse was built in 1825.

---

<sup>5</sup> For more information on the general area see Crandon Park "The Next Fifty Years," 1989 Dade County Park and Recreation Department, available at the Dade County Public Library.

<sup>6</sup> See Joan Gill Blank, *Key Biscayne* (Sarasota, FL: Pineapple Press 1996)

In the early 1900's, William J. Matheson acquired a majority of the island's 2,270 acres from Mary Osborn. He continued to hold title to the island for many years, building a tropical nursery, small zoo and working coconut plantation. In 1940, Mr. Matheson's heirs deeded approximately 975 acres to Dade County for a park and public beach.<sup>7</sup> In 1947, Key Biscayne was linked with the mainland by the Rickenbacker Causeway and Crandon Park was opened to the public. Since then, other portions of the original Matheson coconut plantation have been developed into hotels, motels, condominiums, single family residences and shopping areas.

**Flora and Fauna.** Vegetative cover on Key Biscayne includes red, white and black mangroves, coconut and sabal palms, typical beach shrubs and native grasses. Except in planned landscapes, there is little natural vegetation remaining in residential areas. The natural vegetation remaining is primarily restricted to the southern, northwestern, and extreme northeastern portions of the island. Many exotic species have acclimated to South Florida, filling unoccupied ecological niches and effectively disrupting the island's natural ecosystem. Major exotic intruders affecting the Key include Australian Pine, Brazilian Pepper and Cane Grass.

Offshore vegetation consists primarily of extensive seagrass beds. These grass beds are principally turtle and manatee grasses and Cuban shoal weed. They provide shelter for small aquatic species such as crabs and small fish. The importance of these grass beds as biological communities stems from the fact that the plants serve both as primary producers and substantial contributors to the detrital matter. Moreover, the root systems of these grasses act as sediment accumulators and stabilizers.

Resident wildlife species on the Key are comparatively limited. The more common species include various passerine birds, herons, egrets, terns, gulls and a variety of snakes, lizards, landcrabs, toads, small rodents and raccoons. The mangrove areas on the northwestern shore are used by ospreys, herons, egrets, pelicans and frigate birds for nesting, while shallow water near shore areas is used extensively by foraging wading birds. Other species found in the area include the American peregrine falcon, brown pelican, great white heron, roseate spoonbill, and mangrove cuckoo. The Key is located within a major north-south migratory flyway, and also periodically receives a wide variety of non-avian migratory species. Several of these species are considered endangered or threatened, including the Atlantic Ridley, hawksbill, leatherback, loggerhead, and green turtles, and the West Indian Manatee.

---

<sup>7</sup> Deed of Gift: Plat Book 34 at page 34 of the Public Records of Dade County, Florida

**Climate.**<sup>8</sup> Key Biscayne is located in the subtropical portion of Florida. The climate is greatly influenced by its proximity to the Atlantic Ocean, the warm northward-flowing Florida Current a short distance offshore, and the prevailing southeasterly tradewinds. Winters are mild with temperatures averaging about 70° F of Summer temperatures average about 80° F. Rainfall is relatively high, averaging between 50 and 60 inches per year, with about 70% of the total rainfall occurring from June to October and about 10% from December through February.

Weather Bureau records show that, on the average, southeast winds prevail about 28% of the time, easterly winds about 23% of the time, and northeasterly about 17% of the time. The prevailing east and southeast winds are generally moderate and average about 10 mph. The northeast winds generally are stronger, and during the fall and winter months occur frequently during storms.

**Roadways.** As an island, Key Biscayne has historically had limited access. Crossing Biscayne Bay, Virginia Key and Bear Cut, the Rickenbacker Causeway, completed in 1947, is the Island's only link to the mainland. There are occasions when beach or special event traffic effectively blocks incoming and outgoing vehicular access. In 1988 Crandon Boulevard, 2.21 miles of which are in the Park, was designated as a Historic highway by the State of Florida.<sup>9</sup> This law states, "no public funds shall be expended for ...[t]he alteration of the physical dimensions or location of Crandon Boulevard..."

**Existing Park Development.** Crandon Park's 975 acres have gradually been developed into a variety of recreation areas. They include:

- 36 acre/240 wet slip marina complete with dry storage, restaurant, bait and tackle shop and charter boats
- 26 acre mangrove preserve south of the marina
- 213 acre championship 18 hole golf course, fronting Biscayne Bay, complete with restaurant, proshop, a ten court tennis complex and parking for 215 automobiles
- 32 acre tennis center composed of 27 courts, a 7,500 permanent seat stadium and a clubhouse
- 292.4 acre mangrove area along the western and southwestern side of the Park, including a 5 acre lake

---

<sup>8</sup> National Climate Center, Asheville, N.C.

<sup>9</sup> Chapter 88-418, Law of Florida (1988). See Appendix M.

- .58 acre Dade County Fire Station
- 3.76 acre Calusa Park, a small community park with four tennis courts, recreation building and small theater
- .40 acre Florida Power and Light Company Substation
- 1.94 acre park service area
- 44.6 acre former zoo site
- 3.68 acre children's amusement area
- 48 acres of palm-lined beaches
- 30.7 acres of shaded picnic areas, food concessions and a multi-purpose sports field
- 2.8 acre site with a 875 square feet Nature Center classroom
- 133.4 acre nature preserve along the northeast side of the Park with nature trails and a unique petrified mangrove reef

Over the years, Crandon Park development proceeded piece-meal as funds became available. Some recreational facilities, such as a bathhouse, restrooms, refreshment stands, picnic grounds, marina and golf course were completed as a part of the preliminary master plan. Other recreational facilities that were later developed included a zoo, amusement area, community park, and tennis tournament complex, but were not part of the original plan. They were typically completed in response to a County or Departmental effort to better serve some segment of the resident, business or tourist population's recreational needs.

From 1948 through to the mid-1970's, Crandon Park was among the most popular of all Dade County beaches. In some years over 3 million people were attracted to the beach, amusement area, zoo, marina, and golf course. The situation changed dramatically with the closing of the amusement area in 1976, and the relocation of the zoo in 1980. Visitation dropped dramatically, and the composition of visiting groups changed from primarily family groups to a mix of families, teenagers and young singles. This change was particularly evident on the beach side of the Park. By 1993, the situation had changed back to a family weekend park.

The success of Crandon Park in providing area residents with beach type amenities is well documented. However, it is evident that Park infrastructure elements are unable to adequately serve present day visitors. Some of the more observable problems which must be overcome follow:

1. As it exists now, Crandon Park is disjointed, both visually and functionally. It is difficult to perceive the Park as a whole. Many elements are so different in function, name, physical design and management that they are not even recognized as being a part of the Park. Circulation is confusing.

2. It is obvious from a survey of architectural styles within Crandon Park that there has been little or no coordination of design at a master plan level. The disparity of styles, materials and colors heightens the perception of Crandon Park as a disjointed collection of unrelated parts. While some structures have been well maintained, others have been vandalized or are simply beginning to wear out.

3. Most of the original beach facilities constructed between 1947 and 1955 now require extensive rehabilitation or replacement. Many other facilities are simply inadequate in size, location, or level of service to continue adequately serving the current visitor population. There is a distinct lack of logic and clarity of pedestrian flow from the parking lots to the beach. The result is a set of facilities that do not necessarily provide a satisfactory experience for present or future customers.

4. For a variety of reasons, the Park has been physically and philosophically bisected in terms of development, rehabilitation and clientele. The Park east of Crandon Boulevard represents the original and more traditional regional park. To the west of Crandon Boulevard, with perhaps the exception of the marina proper (a part of the original Park plan) are the upscale "crown jewels" of the county enterprise facility network. The clientele of each side is considerably different. While there is no public exclusion from the marina, restaurants, golf course and tennis center, they are, by their nature, price selective or exclusive to only a certain segment of the public at large. Perceived and real differences in physical condition, signage and levels of maintenance expenditures heighten this split.

5. Park utilities are generally insufficient to handle current demands placed on them. Sewage lines except for the tennis center, and marina, for example are non-existent; and older septic tank/drain field systems regularly backup causing customers and Park managers constant problems. Water and irrigation systems leak water and, in some cases, are no longer safe for use. Electrical lines within the Park suffer from both salt water intrusion and insufficient load capacity. In an increasing fashion, utility constraints are indirectly acting to diminish total customer satisfaction.

6. Severe erosion is affecting the sand shoreline of the Park, particularly the northernmost end of the beach and around to Bear Cut. Erosion problems are similarly affecting a unique fossilized reef, adjacent sea grass beds, and native upland coastal

hammock system. Other areas of the Park's natural setting are also stressed and deteriorating. A combination of uncontrolled intrusion of exotic vegetation, poor resource management, and the destructive impacts of unlimited public access are eroding the remaining natural biological community park.

7. Local island residents are increasing their use of the Park for typically community-oriented recreational activities. While public relations with many groups have improved as a result of this use, the Park has suffered since major portions of the Park are being usurped for athletic fields at the expense of other Park patrons.

8. The sign system is confusing. Too many different sizes, materials and styles are now being used, contributing to misconceptions of where and what the Park really is. Placement of signs is inconsistent and often illogical. The names which have been used for the Golf Course and Tennis Center give the impression that they are not a part of Crandon Park and are not open to the public.

9. The two Park maintenance areas contain large quantities of non-functional machinery, disorderly piles of new and used material, much of which is allowed to continually deteriorate.

These existing amenities are more particularly described as follows:

#### **CRANDON BOULEVARD**

When he undertook the initial planning of Crandon Park, William Lyman Phillips developed three successive layout schemes. The first provided an East and a West Park drive, related to the coasts of the Key and leaving the central portion open for uninterrupted pedestrian access between all recreation areas. The second, which retained these drives, added a central drive, essentially in the same location as the Boulevard we know today. The third eliminated the coastal drives and open recreation space. It featured only the central, bifurcated Crandon Boulevard which, in effect, separated the Park into two distinct sections, linked only by a strong central allee. This plan, while never officially adopted by the County, has been the basis for development over the past half century.

Recognizing the Park's previous existence as a coconut plantation, Phillips lined Crandon Boulevard with Coconut Palms, supplementing these with a dense background planting of native trees and shrubs. In the median strip this planting screened the north and south-bound lanes from one another, creating for each set of lanes a sense of serenity --with walls of green contributing to a park-like ambience and withdrawal from the tensions of city



traffic. The median plantings were echoed on the outer sides of the Boulevard as well --the whole resulting in a drive between and beneath arching branches and fronds. Crandon Boulevard provided a special welcome and set the character of the Park for the visitor. It combined a recognition of the Park's historic heritage and its unique native vegetation.

Over the years, due to many factors, including the 1970's Coconut Tree Blight, the Boulevard's special character has eroded. The welcome at the Bear Cut Bridge and the unified Park image has been forgotten. With the growth of the Village of Key Biscayne and the Cape Florida State Recreation Area, traffic volumes have increased substantially, and the pace of living today has contributed to increased traffic speeds --even 45 mph restrictions are being ignored by a driving public which finds 55 or 60 mph more suited to its 1990's vehicles and to its wish to travel to somewhere quickly. The aftermath of Hurricane Andrew in 1992 left much of the median and roadside plantings denuded, the north and south-bound lanes in full view of one another, and today Mr. Phillips' restful park drive more nearly reflects a busy, arterial highway.

Today, Crandon Boulevard sees increased traffic speed and density, augmented by frequent vehicular crossovers and turnarounds between the north-bound and south-bound lanes. Crandon Boulevard and the Park as a whole would benefit greatly from enhanced pedestrian and bicycle crossings connecting the east and west sides of the Park. For example, enhanced crossings near the entrance to the Park would particularly ease entry into and exit from the Marina by vehicles towing boats with trailers, and would similarly benefit "leisure bicyclists" emerging from Bear Cut Bike Trail and seeking to cross Crandon Boulevard. In designing enhanced crossings, it must be noted that the "through bicyclists" or "speed bicyclists" who approach the Park via the Bear Cut Bridge, traverse the Park en route to the Village of Key Biscayne via special, narrow lanes along the sides of Crandon Boulevard.

### **MARINA**

Crandon Park's location on Key Biscayne, with frontages on the Atlantic Ocean and on Biscayne Bay, provides it with the rich resources of first-class beaches and of a harbor offering outstanding opportunities for sail and power boating, for fishing and for diving. The fact that the Marina lies at the south terminus of the Rickenbacker Causeway makes it the first park feature and facility to be seen by the visitor. The Marina's appearance, maintenance and composure --or lack of composure --create a lasting impression of the Park.

Presently the Crandon Marina has the appearance of a typical, commercial venture, and does *not* present itself as apart of the Park. Signs on Crandon Boulevard in front of the Marina advertise its restaurant and a large number of other, unrelated signs of varying size, color and quality within the Marina are visible from the Boulevard. Parked cars within as little as ten feet of the roadway add the reflection of their windshields to the motorist's view of the Marina, at the same time usurping what could otherwise be a foreground of trees, shrubs and grass --hallmarks of a park experience and park values.

The Marina facilities buildings -restaurant, dive shop, bait and tackle shop, dock master's office, restrooms, toll booth and boat rental offices -vary in architectural style, color and size, some being trailers or even small, undistinguished stalls or booths, and some being substantial structures. All are identified by prominent signs, and these are supplemented by other signs promoting photographic film, colas and other commercial products. As though their heterogeneous signs alone could not adequately draw the public to them, the power boat and fishing cruiser charter stalls are lined up along the waterfront, parallel to the Boulevard, and covered by a prominent blue-and-white striped canopy, 235 feet long. The boat and trailer storage areas and a large, waterside gantry provide utility, but deny beauty to Crandon Park's Marina.

Vehicular circulation within the Marina would benefit from streamlining and clarification. Circulation patterns should be modified so that all parts of the complex are easily accessible. As suggested in the "Crandon Boulevard" section above, the exit from the Marina would benefit greatly from enhanced vehicular crossover patterns.

The Dive Shop is a 530 square foot trailer, with a partial deck, stairs and a ramp for handicapped persons leading to the front door. On the deck are a soft drink machine and an ice chest. The front of the trailer is adorned with signs inappropriate to Crandon Park. There is a 144 square feet Chickee at the southeast corner of the trailer.

The Dock Master's Offices are presently located in a 720 square foot trailer, located in the parking area median almost midway between the Bait and Tackle Shop and the Restaurant. It would be highly desirable to eliminate trailers as permanent structures everywhere in the Park.

The existing Bait and Tackle Shop, like the Dive Shop, is presently covered on all sides with signs, ice machines, telephones, trash barrels, and similar commercial excrescences. The roof of the building is, itself, a mammoth sign. On its east side a camper, with its electric line tied into the building, serves (as a sign on its side proclaims) as the

Shop's office. Between the camper and the building a wooden enclosure has been constructed, contributing to the heterogeneous and disorganized appearance of the whole.

North of the Bait and Tackle Shop's main door is a pleasant paved area, shaded by palm trees and providing benches and tables for enjoying a leisurely quayside snack. The ambience of this area is spoiled, however, by the presence of a red canvas-covered tent-like booth offering "CORN & CHEESE," "BURGERS" and so forth.

The large boat hoist immediately south of the Bait and Tackle Shop has two drive-through bays. Since only one can be used at a time, and the one farthest from the waterfront cannot be used at all as long as there is a vehicle in the other, it is desirable to remove the easternmost bay altogether.

South of the Boat Hoist is a fourteen lane launching ramp for boats on trailers and an adjoining parking lot, about half of which is devoted to permanent dry storage.

Approximately three hundred feet west of the Marina's Pelican Point lies a 3.5 acre mangrove island which serves as a rookery for Pelicans and Frigate Birds.

### **IBIS PRESERVE**

The Ibis Preserve in Crandon Park lies between the Marina and the Golf Course and extends from Biscayne Bay to Crandon Boulevard. Covering more than 26 acres, it is a unique and environmentally sensitive tidal area, largely covered with Mangroves, and off shore sea grass beds and sand flats all of which are protected from disturbance.

The Preserve has unique flora and a wide variety of mangrove associated fauna such as sponges, jelly fish, mollusks, crabs, fish and birds. The predominant bird species is the White Ibis which perch on the mangroves of the Preserve's Biscayne Bay shoreline.

### **GOLF COURSE**

The Golf Course in Crandon Park is its most fully developed --and, certainly, its best maintained --activity area. Nevertheless, there is much room for improvement in the Golf Course area and this Master Plan delineates the required improvements.

The sign for the Golf Course formerly read "The Key Biscayne Golf Course" but now it reads "The Links at Key Biscayne" which gives the impression that it is not part of Crandon Park and not open to the public.

In addition to the Golf and Clubhouse facilities, there are currently a total of ten tennis courts, three of which are hard-surfaced, seven of which are clay, and three of which are lighted.

In the area between this small tennis complex and the Golf Cart Storage Building, an unsightly, barren area is used for the haphazard parking of non-functional golf carts, mowers and other mechanical equipment. This area is fenced with a wooden fence, and on part of the driving range side with chain link fencing. Inside and parallel to the wooden fence is an open shed housing bags of fertilizer and seed, as well as drums of lubricants and chemicals. A pile of wood chips and an assortment of picnic tables, trash receptacles, sawhorses and signs add to the unsightly appearance of the area. Both the non-functional machines awaiting repair and the exposed maintenance materials will deteriorate rapidly if not stored under cover. Equipment which is broken beyond repair, tables, signs, boxes and other debris are stored here and elsewhere on the Golf Course.

The existing Golf Cart Storage Building received significant damage from Hurricane Andrew's (August 1992) winds. Its roof has been stripped of a large section of shingles and there are areas of broken or missing siding as well. Behind this building -between it and the driving range tees -is a trailer, currently housing offices for golf tournament personnel. Three storage containers are adjacent to this trailer.

Associated with the Driving Range, west of the Golf Cart Storage Building, is a small 'Pro Shop', where patrons of the driving range may secure buckets of golf balls, golf clubs and tees.

The parking area serving the Golf Clubhouse is convenient and efficiently laid out, with adequate islands defining the parking bays and providing space for tree plantings to shade the parked cars and provide a green and restful setting. Many of the trees in the parking area were damaged by Hurricane Andrew and should be replaced, which would contribute to the parking lot's role as a forecourt to the Clubhouse. The approach to the Clubhouse from the parking lot is via a wooden footbridge which crosses the western most planting island. The overall effect of the building is "modernistic," rather than modern --an uncohesive juxtaposition of geometric shapes. Further, the entrance portico, which appears to serve only the pro-shop, should be made to include the restaurant as well. The Clubhouse badly needs restudy, simplification and conversion to the South Florida Vernacular Architectural Style.

A hip roofed structure with a wooden deck and bar and a flat roofed extension has been appended to the back of the Clubhouse building, opening conveniently onto the golf

course, but adding to the heterogeneous architectural conglomeration. On the Clubhouse's north side, large glass windows in the lounge and dining room look onto the Clubhouse's service area.

Throughout the Golf Course there are displays, benches and signs bearing the logos, names and/or messages of commercial enterprises. Particularly noticeable throughout the course are advertisements for the Royal Caribbean Cruise Line -- displays varying from signs at each of the 18 holes to a large, roofed, 4-sided bulletin board beside the Clubhouse.

At Crab Point there is a forty-foot long dock and a 683 square feet thatched roof shelter located on the west shoreline adjacent to the 18th fairway available for golf related functions.

### **TENNIS CENTER**

The Crandon Park Tennis Center is located west of Crandon Boulevard between the Golf Course and the West Point Mangrove Preserve, and was constructed on top of a landfill. The entrance sign which reads "The International Tennis Center of Key Biscayne" and the large fountain located on Crandon Boulevard give the impression that facility is not part of Crandon Park and is not open to the public. A Tennis Stadium has been built at the location depicted on the Crandon Park Master Plan Site Plan map. A Clubhouse is located in the vicinity of the Stadium, and there are 27 tennis courts (17 hard, 8 clay and 2 grass surface). The existing Clubhouse, which shows evidence of uneven settlement resulting in cracks in the walls, is in need of restoration. Its configuration and its pink color are disturbing elements in attaining a unified and composed Crandon Park character. In spite of the overshadowing size of the Stadium, the Clubhouse occupies a focal position and is important throughout the year in serving the public.

### **WEST POINT PRESERVE**

West Point Preserve is a unique and environmentally sensitive area within Crandon Park, largely covered with mangroves, but containing both wetland and upland species of native plants. Covering more than 238 acres, it lays at the extreme southwest end of the Park, abutting the Tennis Center and Golf Course on the north, Biscayne Bay on the west, the Village of Key Biscayne on the south and Crandon Boulevard on the east.<sup>10</sup>

---

<sup>10</sup> The West Point Preserve is further protected by Dade County Resolution No. R-1765-86: See Appendix I.

Within the Preserve are drainage canals, islands and a lake --the latter abutting the Tennis Center on two sides. In addition to its unique and pristine flora, the Preserve contains a wide variety of fauna, including tree crabs, land crabs, coffee bean snails, a great many birds, reptiles and mammals. Two of the canals, opening into the lake abutting the Tennis Center Clubhouse and into Biscayne Bay, are navigable by canoe. The importance of preserving this ecologically significant tract in an undisturbed condition cannot be overemphasized.

The winds of Hurricane Andrew (August 1992) toppled a number of Australian Pines in West Point Preserve fronting on Crandon Boulevard, crushing Mangroves and other native flora as they fell. The remediation and replanting of this area are reflected in the Landscape Plan appearing in the Master Plan.

### **FIRE STATION**

The Fire Station is currently located in a Park building with frontage on the west side of Crandon Boulevard just north of the Crandon Boulevard Rotary in an area of .58 acres. The Station is manned and operated by the Dade County Fire Department.

### **CALUSA PARK**

The area known as "Calusa Park" contains 3.76 developed acres of Crandon Park near its south boundary and immediately west of the Crandon Boulevard Rotary. Although open to all residents of Dade County, it has evolved into a small community park for the residents of Key Biscayne offering four tennis courts, a recreation building, children's play equipment, and a community playhouse, and storage buildings. The Playhouse is an historic wooden structure which was originally located on the Matheson Coconut Plantation.

### **ARCHAEOLOGICAL SITES**

In the aftermath of Hurricane Andrew, three distinct areas of archaeological materials were uncovered in Crandon Park during archeological monitoring of the Hurricane clean-up. These three areas have been recorded with the Florida Site File and two sites have been designated as an archaeological zone by the Dade County Historic Preservation Board. These sites are described as follows:

1. Bear Cut Dune Site (8DA5247)

This site is located on a relic dune that extends southwest from the beach in the Bear Cut Preserve. The dune extends southwestward towards Crandon Boulevard for about 1000 feet, making it one of the longest Tequesta sites in Dade County. A bicycle path follows much of the site because the path is located on the crest of the dune.

2. Crandon Median Site (8DA5248)

This site is located on a series of segmented sections of a relic dune that follows the alignment of Crandon Boulevard south of the Tennis Center entrance. This relic dune supports hammock vegetation and has been heavily impacted by the clean-up operation. The dune is located on a portion of the median and/or the east side of Crandon Boulevard. This site is included in the designated Key Biscayne Archaeological Zone.

3. Crandon Dune Site (8DA5249)

This well-preserved site is located on a relic dune on the east side of Crandon Boulevard and just north of the Village of Key Biscayne boundary adjacent to the old zoo. It is a very significant site because test excavations there have uncovered well preserved post hole molds that may indicate the exact size and format of Tequesta thatch houses - information not previously found anywhere in southeast Florida. Hundreds of prehistoric artifacts have already been uncovered from this site. This site is included in the designated Key Biscayne Archaeological Zone.

### SERVICE AREA

The Crandon Park Service Area is located between the Botanical Garden and Crandon Boulevard and is accessed by a drive from the Crandon Boulevard Rotary. Here an assortment of machines and materials are stored --some in buildings and some in the open -- on a 1.94 acre plot. The buildings, of varying size, shape, materials and condition, provide space for administration, shops and storage. The uneven surface of the maintenance yard retains sizable puddles of water after a rainstorm. Tractors, trucks, trailers, and other machines and accessories are parked haphazardly, interspersed without regard to size or use. Defunct machines are stored with operative ones. One old tractor has sat in one position long enough that a tree is growing through it. New materials --pipes, fencing and wood and metal panels --lean against buildings or are left in disorderly piles, together with discarded signs, park benches and other fixtures. Use of the spaces is not organized for efficiency or for protection of materials against corrosion, abrasion or crushing.

## **THE ZOO AND BOTANICAL GARDEN**

The site for the Crandon Park Gardens was once home to the Crandon Park Zoo and Botanical Garden. Although the old Zoo closed in 1980, the site is still richly endowed with beautiful natural features. In 1991, the Dade County Board of Commissioners approved a new master plan for the site which strives to preserve and restore its natural attributes and enhance them with functional art and cultural features. This Master Plan enhances and expands upon the previous planning processes.

Although closed for thirteen years, the Gardens have not been totally abandoned. It has periodically hosted a number of notable special events because of accessibility, existing access control, and scenic beauty. To accommodate these events the Parks Department has continued to maintain only the central portion of the old zoo. Time and insufficient maintenance funding have, however, hastened the deterioration of areas outside of the central portion. Structures throughout the site have been vandalized, cannibalized for materials, left to structurally deteriorate or altogether removed. Pedestrian circulation has become broken or eroded. The Children's Zoo bridge has been rendered unusable due to rot and decay. Areas outside of the Central Zoo have become cluttered with debris (machinery, equipment, etc.) and the storage of large bulk materials (sand, mulch, railroad ties, etc.). Utilities are similarly in disarray. Electrical poles and panels have been removed, leaving much of the site without service; water lines have been corroded by age and salt intrusion, causing water to leak into exhibit and canal areas; and restrooms are unable to support the original level of use because of corroded septic tanks and filled drain fields. There are twenty-one old abandoned animal cages or pens remaining on the 44-acre site.

An analysis of existing vegetation found the old zoo to be composed of a diverse collection of native and exotic ornamental trees, shrubs, ferns, and other herbaceous plants. Five vegetation zones were identified (1) Mixed Coastal Hardwood Hammock; (2) Mangrove Creek; (3) Date Palm; (4) Casuarina, and (5) Cultivated Ornamental. The zones did not always occur in a regular pattern, nor did they have equal width or density of plant cover. The position, configuration and diversity of plant species within each zone appeared dependent on land characteristics, such as topography, soil content and distribution, erosion, flooding and alterations caused by land fill or construction of berms, and the intrusion of exotic vegetation into natural plant systems.

## **CABANAS**

The existing Cabanas are located at the edge of the beach in the southeastern corner of Crandon Park. Most are rectangular units (8 feet x 10 feet), grouped in a straight line, in



flat roofed, one-story buildings. A two-story structure at the northerly end of the Cabana group is semi-circular however, with the individual units being trapezoidal and somewhat larger. Each of the units opens onto a common porch, which provides shelter for the entire length of the complex. Most of the units are in bad repair with broken doors, cracked walls or floors, leaking roofs and/or broken showers. Parking for the Cabanas is provided in a separate lot behind the units, as well as in the main south parking lot.

### **PARKING AND BEACH DRIVE**

Essentially all visitors to Crandon Park arrive by car. Those patronizing facilities in the Marina, the Golf Course or the Tennis Center at normal, non-tournament times are accommodated by parking lots on the west side of Crandon Boulevard. For those using the Beach, the Botanical Garden, or the picnic and natural areas, parking is provided on the east side of Crandon Boulevard in space, which at Tournament times must be shared with golf or tennis spectators and participants. Two entrances on Crandon Boulevard bring vehicular traffic through separate toll gates to the beach drive. Between the Boulevard and the beach drive are two large, rectangular parking lots, with a capacity of approximately 3,450 cars. The north parking lot is, itself, broken into two segments which are separated by a multi-purpose sports field. The north and south lots are divided by a central alley which contains a 26 feet wide asphalt track and open sports field. Past conversion of this alley to a sports field with running track, interrupted the beach drive and made traffic circulation extremely difficult.

All parking bays in the north and south lots are oriented in an east-west direction.

There are no access control devices between the parking lots and the picnic areas. There are no vehicular access control devices between the parking lots and the picnic areas. Installing such devices would protect Park operations and would further protect the Park by preventing Park patrons from driving into picnic areas which should be accessible by vehicle only to Park staff.

### **THE BEACH**

Crandon Park's Beach is often rated as one of the ten best in the United States.<sup>11</sup> Its broad stretch of sand, from the Village of Key Biscayne boundary line to the fossilized mangrove reef, fronts on approximately two miles of Atlantic Ocean. Although most of the coconuts from the original plantation have died, groups of sabal palms, mostly on the

---

<sup>11</sup> University of Maryland, Laboratory for Coastal Research, 1994.

southern half of the Beach, provide shade and create a special ambience which attracts visitors and photographers from distant points and contribute to the pride of citizens of Dade County in their special Park.

Many of the facilities on the Beach are in poor condition, however, needing renovation or removal --several currently being boarded up. Signage on the Beach is prolific and mixed in style, color and size --much of commercial nature. Some board walks are either buried by drifted sand or canted into nearly upright positions, with boards missing and nails exposed. Restrooms, showers and drinking fountains are inadequate --only one drinking fountain being available in the entire length of the Beach. Entire sections of concrete pavement are missing, leaving wash-out holes in the sand base and making the route impassible by service vehicles. Tree cover, tables and benches are sporadically available on the Beach and between the Beach and the parking lots. There are two large deep drop off areas along the shore which are posted as dangerous and generally not accessible to regular park patrons. In spite of all these negative aspects, large numbers of people (although progressively fewer than in past years) are still actively using the Beach facilities.

A wide, paved promenade and service road, running south to north, extends from the north end of the Cabana group to 400 feet north of the central alley. Its eastern side, defined by a concrete retaining wall, lies about 2 feet to 3 feet above the elevation of the sand beach, though drifting sand at various points reduces the elevational difference considerably. Occasional wooden flights of steps connect the promenade with the Beach, although the distance between these stairways is excessive. Furthermore, there are no ramps from the promenade to the Beach to accommodate the handicapped. The west side of the promenade is defined by a low (about 3 feet) parapet which was constructed to catch sand which otherwise is blown into the picnic area. Parts of this wall are in bad repair, with sections missing or leaning. This low wall also impedes visual access to the ocean from the picnic area. There is a distinct lack of logic and clarity of pedestrian flow from the parking lots to the beach.

### **NATURE CENTER**

An environmental education program for 5th graders is currently conducted by Dade County Public Schools in an 875 square feet portable classroom. A similar program is conducted for the public by members of a non-profit organization. The classroom is located slightly north of the northern most parking lot and behind the sand dune line. Pursuant to the terms of the Settlement Agreement, this feature may be expanded in a limited manner, (a

maximum of three times its present size) and this Master Plan establishes the details of that expansion.

### **BEAR CUT PRESERVE**

Bear Cut Preserve is a very special area for nature study and historical research. The fossilized mangrove reef near the end of Airline Drive (as shown on the Master Plan Site Plan) is unique in the world. The environmentally sensitive turtle grass in the shallow waters off its shore is readily available for study by all interested persons and is an important resource to conserve. Native plant life abounds here in wetlands and uplands, and with it numerous varieties of birds, reptiles and mammals. The archaeological findings in Site 8DA5247 are important to the study of the Tequesta Indian culture.

Before the construction of the Rickenbacker Causeway and of Crandon Boulevard, the waters of what is now the Crandon Park Marina flowed across the Key into the Bear Cut area, forming a coastal wetland which was flushed by the tidal flow from Biscayne Bay. When the causeway, the Boulevard and the Manna were built, the road formed a dam which halted the flow of water from the Bay, and fill from dredging the Marina was deposited in the large inland tract, changing it from a coastal wetland to an upland, no longer capable of supporting mangroves and other wetland vegetation. Over the years upland plants --largely exotics, like the Australian Pine -- established themselves, changing the character and negating many of the environmental resources which were native to the area. Hurricane Andrew has taken care of removing a large quantity of the Australian Pines and the opportunity to restore the coastal wetlands is at hand.

There is an existing bike trail through the Preserve which offers a very pleasant recreational experience. The bike trail would be enhanced, however, by moving its access point to a location with more convenient and leisurely accessibility than directly across from the Marina. In addition, the bike trail's easy access from the north Marina parking lot encourages patrons to cross Crandon Boulevard into the remote and unpatrolled parts of the Preserve, creating numerous problems with people who are ignorant of their impact on this sensitive resource, and with vagrants and vandals who strip bark from the mangroves for medicinal purposes.

## MASTER PLAN

### General Provisions and Restrictions

1. Except on the Tennis Center Site during the Tournament Period (as hereafter defined), and during the 14-day period immediately preceding the Tournament Period and the 5-day period immediately following the Tournament Period; all advertising, promotion or merchandising, either expressed or implied, including but not limited to visual, organoleptic (taste and odor), verbal or audio, shall be prohibited on exterior surfaces, and on the interior of windows if visible from any area surrounding the buildings or any areas within or over the Crandon Park Lands; and advertising, promotional, or identifying umbrellas, banners, balloons or similar devices, outdoor vending machines, or merchandise awnings, bench advertising and similar devices, shall be prohibited on the Crandon Park Lands.

2. Persons engaging in commercial photography, filming, broadcasting, audio, video or other image production or reproduction on the Crandon Park Lands shall be subject to the Commercial Imagery and Recording Rules set forth in Appendix E and shall pay an appropriate fee established by the Parks Department which fee will be used solely for the enhancement of Crandon Park Lands, and all such persons shall always give where possible a proper credit referencing the location as Crandon Park, Miami, Florida.

(a) Any and all film, tapes, voice transmissions, photographs or any other reproduction materials of and in respect of any event or promotion, park concession, lease, permit or other event on the Crandon Park Lands shall be acknowledged with a credit in a prominent location, that such event will occur, is occurring, or has occurred at Crandon Park, Miami, Florida.

(b) Any live broadcast (film, tape, voice transmission or other event) originating from the Crandon Park Lands shall promote (with County approval) the Crandon Park Lands and its features for a period of one minute per hour of broadcast time, or any prorated portion thereof.

3. No structures, areas, items, features or anything located on the Crandon Park Lands shall be named or memorialized, except solely with the names of flora or fauna native to South Florida; provided however, the Parks Department may erect a trophy case (maximum size 1' x 5' x 10') within the interior of park buildings located on the Crandon

Park Lands containing small plaques or small memorials to donors or other persons recognized for their contributions to the enhancement of Crandon Park.

4. No area designated by this Master Plan on the Crandon Park Lands for a specific type of activity (i.e., tennis, golf, boating, beach, etc.) shall be used for any activity other than the specific activity for which it has been designated. The Mangrove Islands, the Ibis Preserve, the West Point Preserve and the Bear Cut Preserve shall only be used for passive nature observation, with the exception of limited active recreational facilities at the West Point Preserve, which are expressly described and permitted by this Plan. The Gardens shall be used for passive walking, canoeing, nature appreciation, social gathering, limited functional non-commercial art observation, and historical island interpretation. The Beach and Picnic Areas and the multi-purpose Sports Field shall be used for passive recreation only. The Golf Course and Tennis Center Site shall be the only Park locations on which active recreation activities shall be permitted. Passive recreation in this plan shall be defined as swimming, sunbathing, walking, jogging, family and informal or non-structured group gathering and sports, including softball, football, soccer, volley ball and other similar activities. Active recreation in this Plan shall be defined as structured, organized and competitive tennis and golf tournaments sited within the Golf Course and Tennis Center Sites. Except during the Tennis Tournament Period (as hereinafter defined), there shall be no activities of any kind unrelated to Tennis on the Tennis Center Site.

5. For all primary access roads within the Crandon Park Lands, a three-foot setback from the edge of the pavement, and a clearance of not less than 15 feet from the ground surface to the overhanging vegetation, shall be maintained. For recreational trails and pedestrian walkways, a 2 feet setback from the edge of the pavement, and a clearance of not less than 8 feet from the ground surface to the overhanging vegetation, shall be maintained. [See Graphic Landscape Guidelines and Standards Appendix B.]

6. Except for normal crowd noises occurring after 12:00 a.m. incident to tournament play during the Tournament Period, in any areas within the Crandon Park Lands, including those where musical, family entertainment and special events are permitted, sound including rhythmic bass reverberating type sound generated by such events or any other sounds in the park shall not exceed the decibel level of a normal conversation (65 dB) beyond 50 yards from the activity area where the sound originates, or beyond one half the distance to the adjacent group or party, whichever is less. Park maintenance equipment shall be excluded from this sound limitation.

7. All large non-native stones (i.e., granite) presently located on the Crandon Park Lands shall be removed from the Park immediately. The two large concrete pipes presently located near the bath house shall be removed immediately.

8. All new permits, leases, and concessions; modifications and renewals of existing permits, leases, concessions; or, any other contract or obligation whether temporary or permanent, shall be subject to the restrictions set forth in this Master Plan, consistent with the provisions of paragraph 46 below.

9. Any use, assembly, function, event, installation, development, construction, reconstruction or modification permitted under this Master Plan shall be consistent with all Federal, State, and local laws, rules, regulations and ordinances.

10. Except for temporary installations during the Tournament Preparation Period, the Tournament Period and the Site Restoration Period on the Tennis Center Site only, all Park facilities and areas shall be maintained free of hazards and waste, including solid waste.

11. Except on the Tennis Center Site during the Tournament Preparation Period, the Tournament Period and the Site Restoration Period; all new and replacement walkway, sports, parking and general light poles, stands and fixtures shall be of uniform design, color and material respectively and shall conform to the standards and limitations set forth in this Master Plan.

12. All curbs including parking lot curbs shall be a weathered concrete and shall not be painted.

13. There shall be adequate numbers of trash cans of uniform design and color placed throughout the Crandon Park Lands. If needed, all trashcans placed upon the Crandon Park Lands shall be fitted with appropriately sized plastic bag liners.

14. All new structures on the Crandon Park Lands shall be constructed of comparable materials and conform to all standards set forth in this Master Plan. Structures requiring repairs over 50% of their value should also be reconstructed of the comparable materials and conform to all standards set forth in this Master Plan. Structures requiring repair of less than 50% of their value shall be repaired with the same kind of materials as those which are being replaced, redesigned however, to conform to all standards set forth in this Master Plan and in full compliance with the South Florida Building Code.

15. Except as expressly provided in this Master Plan, there shall be no new structures, improvements, features, or major modifications to existing structures or improvements (defined as renovations or repairs constituting more than 50% of the value of the existing structure or improvement), whether temporary or permanent, located or constructed on the Crandon Park Lands, provided that resurfacing of any tennis court in excess of 50% of the value of the court shall be permitted.

16. Except on the Tennis Center Site the Tournament Period (as hereafter defined), and during the 14-day period immediately preceding the Tournament Period and the 5-day period immediately following the Tournament Period and except for Tournament ticket sales within the Tennis Stadium only during a period from August 1 through to completion of the Tournament Period; all advertising or promotion of any product, service, or organization whatsoever (either express or implied) shall be prohibited on, over or within the Crandon Park Lands, including but not limited to advertising associated with graphic panels, signs, billboards, bus benches, bus shelters, banners, audio or video devices, balloons, temporary graphic displays or similar devices. No activity, feature or building shall be advertised or promoted on the Crandon Park Lands by a sign, flag or banner or any other means. All restaurant and all other advertising signs along the Crandon Boulevard frontage shall be removed within 120 days from the recording of the Declaration of Restrictions for Crandon Park incorporating this Master Plan (the "Adoption Date").

17. All gambling or wagering shall be prohibited on or within the Crandon Park Lands.

18. Crandon Park shall be perpetually and forever owned, held and kept by Dade County for the use and benefit of and in trust for the public as an ocean beach recreation and botanical park, and shall not be owned, held, kept, used or enjoyed for any other purpose or purposes whatsoever. The Crandon Park Lands shall perpetually, continuously and forever be kept open, at all reasonable and appropriate times, for the access, use and enjoyment of the public; provided, however, that the Dade County Park and Recreation Department may impose and enforce such reasonable restrictions and regulations upon the use of the Crandon Park Lands by the public as may from time to time be necessary to fully protect, preserve and perpetuate park-wide the physical and vegetative characteristics existing and proposed in this Master Plan.

19. Except on the Tennis Center Site during the Tournament Preparation Period and Tournament Period; there shall be no overnight stays or accommodations or overnight parking accommodations for groups or individuals on the Crandon Park Lands.

20. The Dade County Parks Department shall, consistent with the Crandon Park Lands Landscape Guidelines and Standards (Appendix B) and Modes II and III Park Maintenance Standards of the American Park and Recreation Society and National Society for Park Resources professional branches of the National Recreation and Park Association (Appendix P), take all necessary and appropriate actions to, promote guest safety, control exotic and nuisance flora and fauna, and otherwise provide and maintain the Park in accordance with professional park standards with a clean, orderly and well kept appearance. The Crandon Park Lands shall be maintained consistent with the foregoing Standards and the Statement of Intent articulated in this Master Plan.

21. There shall be no exclusive use of any Park structure, feature or Area by any person, group, association or entity (except for a golf or tennis tournament, garden event or reservation of group picnic areas for periods of no more than 12 hours per day), and the public shall have full access to all features and Areas, unless such features or Areas are subject to preservation or environmental restrictions of general applicability. The public shall be permitted the use of not less than 75% of all courts on the Tennis Center site up to the day before and recommencing on the day after the end of the Tournament Period (as hereinafter defined). All other tournaments or events shall be scheduled to permit no less than 90% public court usage up to the day before, and recommencing the day after such tournament or event.

22. From and after January 14, 1993, Dade County shall maintain and operate the Crandon Park Lands in accordance with the Master Plan and no structure, building, improvement or other facility, whether temporary or permanent, shall be located or constructed on Crandon Park Lands, unless expressly depicted in this Master Plan.

23. The opening and closing times for all Crandon Park Lands east of Crandon Boulevard and including the Calusa Mangrove Trail shall be sunrise and sunset, respectively (except for ball fields until January 1, 2005). Except for the Tennis Center Site during the Tournament Preparation Period, the Tournament Period and the Site Restoration Period (all as hereinafter defined), or as otherwise provided by the Master Plan, all other areas in Crandon Park Lands shall close by 10:00 p.m. The Boat Ramp at the Marina may remain open twenty-four hours a day. The Park shall be open year round except in emergency situations.

24. Except for specific items or features covered in the Settlement Agreement and this Master Plan, the ratio of natural and landscaped lands to developed lands (i.e. architectural construction, structures, pavement etc.) existing as of the adoption of this Master Plan in the following respective areas of Crandon Park Lands (i.e. Crandon Park



Marina, Mangrove Islands and Ibis Preserve and all shoreline mangroves, Crandon Park Golf Course, Crandon Park Tennis Center, West Point Preserve, Calusa Mangrove Trail, Crandon Park Gardens, Crandon Park Beach Area, and Crandon Park Bear Cut Preserve) shall be properly and adequately maintained and there shall be no net departure from such ratio, effective January 14, 1993 or incremental degradation of Crandon Park's natural and scenic beauty. Any future expansion, extensions or modifications of developments or features of any kind in the respective Crandon Park areas shall in all cases be minimal in environmental impact and only in favor of natural and landscaped areas. All areas on the Crandon Park Lands which are designated as preserves in this Master Plan, or which are natural and largely undisturbed as of the date of this Master Plan, shall not be disturbed in the future (including disturbance by application of pesticides, herbicides or other chemicals); except when necessary to construct the boardwalks or remove invasive exotic, nuisance or feral animals and vegetation, and with the limited application of safe herbicides, to replace these with native flora and historic Coconut Palms.

25. No event held on the Crandon Park Lands shall be larger than the appropriate and practical carrying capacities of the areas or features of the Crandon Park Lands, with such carrying capacities being established pursuant to the standards appearing in Appendix H to this Master Plan.

26. Except during the Tournament Preparation period, the Tournament Period and the Site Restoration Period (as hereinafter defined), and except for the golf tournament operated on the Golf Course as of the adoption date of this Master Plan, there shall be no temporary covering of landscaped or grassed areas with hard surface material, tents, containers, trailers, boxes, vehicles, or other materials or coverings which prevent light from reaching such areas for periods in excess of 5 days. All golf and tennis tournament areas covered for more than 5 days shall be resodded within 7 (golf) and 30 (tennis) days, respectively, after the conclusion of the events.

27. All members of the public shall be permitted to use not less than 75% of all courts at or on the Tennis Center Site throughout the Tournament Preparation Period and up to the day before the commencement of the Tournament Period without disruption or interference by the Tournament sponsors, operators or the County. Except during the Tournament Period, no less than fifty percent of all categories of tennis court surfaces (hard, clay, grass, etc.) shall be made available for use by individual members of the public (excluding group or associational usage) during all hours of operation of the Tennis Center Site.

28. Parking and directional signs for all events shall be set up the day before the

event and taken down and removed no later than the day after the last day of such event. All signs used on the Crandon Park Lands shall be limited to standard Park signage for such events.<sup>12</sup>

29. Except as provided herein, all preserve land (Mangrove Islands, Ibis Preserve, West Point Preserve, and Bear Cut Preserve) in the Crandon Park Lands shall remain free of man-made disturbance and kept natural and forever wild.

30. All helicopters and aircraft shall be prohibited from landing and taking off on the Crandon Park Lands, except for County, municipal or military helicopters in emergency situations.

31. Dade County shall proceed as expeditiously as possible within its financial means to implement this Master Plan. Dade County shall also continuously seek out and obtain any and all available federal, state, local and private funding sources to implement the Crandon Park Master Plan and maintain the Crandon Park Lands.

32. From the Adoption Date of this Master Plan, the Dade County Parks Department shall implement a fee system for use of the Crandon Park Lands by all users, vendors, permittees, lessees, promoters, concessionaires or other purveyors of goods or services upon the Crandon Park Lands for contracts with such persons or entities arising after the Adoption Date, or for modifications of contracts with such persons or entities existing on the Adoption Date, which shall include a fee which is the greater of a flat fee to be determined by the Parks Department, or a minimum of 10% of *all* gross revenue generated by the permittee, lessee, promoter, concessionaires or other purveyor from any activities occurring on the Crandon Park Lands for which a price, charge, trade, barter or fee is imposed. All such fees and revenue shall be devoted to implementing the Crandon Park Master Plan and maintaining the Crandon Park Lands. This fee system shall apply to new contractual or other arrangements for the sale of goods and services created after July 18, 1996, and to modifications of any existing contracts and arrangements where the modification enlarges the term of the contract or arrangement.

33. All fencing anywhere within the Crandon Park Lands shall be dark green if visible by the public and black or dark green if hidden by vegetation.

34. Except on the Tennis Center Site during the Tournament Preparation Period, the Tournament Period and the Site Restoration Period (all as hereinafter defined), no

---

<sup>12</sup> See Signage Standards, Appendix O.

structure, including light poles, shall be permitted over 25' above the natural ground level, provided however, the Visitors' and Nature Center may not exceed 28 feet in height, the Crandon Boulevard street lights may not exceed 30 feet in height, the Tennis Center Stadium may not exceed 37 feet 6 inches in height.

35. Except on the Tennis Center Site during the Tournament Preparation Period, the Tournament Period and the Site Restoration Period (all as hereinafter defined), and other than Park maintenance equipment in the Park Service Area, there shall be no overnight vehicle storage and/or trailer storage of any kind on the Crandon Park Lands.

36. Except on the Tennis Center Site during the Tournament Preparation Period, the Tournament Period and the Site Restoration Period (all as hereafter defined); only pedestrians, non-motorized bicycles, wheel chairs, baby carriages, park operated motorized trams and essential park maintenance vehicles shall be permitted on any park sidewalks and bicycle paths within the Crandon Park Lands.

37. Upon expiration of the dive shop lease in existence on the adoption date of this Master Plan, the dive concession operation on the Crandon Park Lands shall be limited to a 530 square foot facility, and be served by no more than two dive boats no larger (40') than those in service as of January 14, 1993.

38. All scoreboard and golf tournament related items shall be erected no more than 30 days prior to the tournament and removed completely within 7 days following any tournament on the Golf Course.

39. The portion of the Crandon Park Lands (2.87 acres), and the structures to be located thereon, which is or will be leased by the School Board of Dade County, Florida, shall be utilized solely for Crandon Park related environmental education and interpretive programs.

40. The Dade County Parks Department shall impose as a condition in every contract, permit, lease, agreement or other document, that all lessees, concessionaires, promotional operators, event operators or any other activities involving the Crandon Park Lands shall identify and credit its location as "Crandon Park, Miami, Florida" on all promotional literature, telecasts, broadcasts or any other advertising or promotion medium for such activities.

41. The failure of Dade County in anyone or more instances to insist upon strict performance of any of the covenants or restrictions of the Crandon Park Master Plan, shall

not be construed as a waiver or relinquishment for the future of any covenant, condition, agreement or election provided in this Master Plan, but the same shall continue and remain in full force and effect.

42. Any amendments to the Crandon Park Master Plan or to its Declaration of Restrictions shall be adopted sparingly, in conformity with its Statement of Intent and consistent with the provisions of the Settlement Agreement reached on January 14, 1993 by and between the Matheson family and Dade County. Such amendments, if any, shall be liberally construed in favor of preservation of regional park values articulated in Dade County Charter Article 6, and the Dade County Metropolitan Park Policy and Park Designation for Crandon Park effective as of January 14, 1993,<sup>13</sup> shall conform to the creation of a green and natural haven on the Crandon Park Lands, and shall prohibit any incremental degradation of Crandon Park's natural and scenic beauty.

43. All structures presently in the Park may be removed entirely or reduced in size as determined by the Parks Department.

44. All Appendices attached hereto are included and made a part of the Crandon Park Master Plan by this reference.

45. Provided that based upon Florida Department of Transportation or other recognized professional standards, the present and future pedestrian traffic control devices (on demand push button lights) and arrangements for crossing over Crandon Boulevard throughout the year (and not just during any professional tennis Tournament or other periodic event on the west side of Crandon Boulevard) are determined to be inadequate, and further provided that all other features, structures and provisions of this Crandon Park Master Plan have been fully constructed, implemented and completed by Dade County, then and only upon the occurrence of these conditions precedent, Dade County shall have the option of placing a pedestrian tunnel (approx. 15' Wide, 8' Tall) under the normal road grade level and, the full width of and perpendicular to Crandon Boulevard between the Golf Course and the South Parking Lot entrances excluding the central alley, provided that the entrances to such tunnel shall be screened visually with landscaping so as to completely block any view of such entrances or the tunnel itself from Crandon Boulevard and all other venues within the Crandon Park Lands.

46. To the extent any provision of any contract, except the Agreement between Dade County and the IPC Tournament dated July 15, 1986, as amended prior to July 18,

---

<sup>13</sup> See Appendices C and D.

1996 (the "Tournament Agreement"), relating to Crandon Park Lands which is in existence prior to July 18, 1996, is in express direct conflict with a provision of this Master Plan, the existing contract provision shall supersede the conflicting Plan provision until the conflicting contract provision is materially amended, or the current term of the existing contract expires or is terminated, whichever occurs first. As to the Tournament Agreement, no textual, graphic or other provision, express or implied, of this Master Plan will be construed or applied in any manner which would conflict directly with (a) any express provision of the Tournament Agreement (excepting any provision of any amendment to the Tournament Agreement adopted after July 18, 1996 which conflicts directly with the provisions of this Master Plan, in which case the Master Plan provision shall control), or (b) any operational activity of the Tennis Tournament as operated in the year 1996, except that all siting of permanent and temporary Tournament features shall only be sited in open non-mitigation areas as provided therefore in the Crandon Park Tennis Center Master Plan - Landscape Plan. Notwithstanding anything to the contrary contained herein, the provisions of the Settlement Agreement (Appendix F to this Master Plan) shall supersede any contractual provision in the Tournament Agreement in express conflict with the terms of the Settlement Agreement.

## **MASTER PLAN**

### **Description of Detailed Elements By Feature or Area**

#### **CRANDON BOULEVARD**

The Master Plan addresses the Boulevard throughout the entire length of Crandon Park. Implementation of this Master Plan shall restore the Boulevard's serene character by reintroducing a dense, refreshing green corridor of native plants and historic coconut palms. The north entrance incorporates an enhanced and expanded mangrove planting along the Bear Cut shoreline,<sup>14</sup> together with the restoration of the Bear Cut Preserve, the newly designated Pelican Point, and the Boulevard median. Introduced on the lush, natural background, the coconut palm will complete the effect desired --a grand but natural feeling of welcome to visitors entering the Park.

---

<sup>14</sup> See Master Plan – Site Plans

By removing the north marina entrance, parking bays between the Marina restaurant and Crandon Boulevard, parking between the internal Marina Drive and the Boulevard near the Bear Cut Bridge, the Master Plan gains green space to carry the landscape theme further into the Park.

All vehicles exiting from the Marina shall turn right (the direct cross-over having been eliminated) into an acceleration lane, which will allow merging with southbound traffic. Approximately 4,700 feet south of the Marina exit, an ample deceleration lane and crossover will permit these vehicles to reverse direction, entering the northbound traffic stream from a new acceleration lane.

Commencing 2,700 feet south of the north Park entrance, the area within the boundaries of the Crandon Boulevard median strip, as depicted in the Master Plan Site Plan, and the graphic Landscape Guidelines and Standards Sectionals shall screen completely the north and south bound traffic lanes from each other, except at the traffic crossings, the Central Allee, and the open and clear median strip area opposite the Crandon Park Marina.

The maximum speed limit of 45 mph shall remain for Crandon Boulevard. The speed limits for all other roads and drives within the Crandon Park Lands shall be set at 15 mph. The north and south-bound traffic flow exiting to the west side of Crandon Boulevard is minimal. Traffic flow between the east and west sides of Crandon Park is even more minimal. Beach patron traffic is only heavy on the weekends...south-bound entering the beach parking and north bound exiting the beach parking. The total traffic demand can be handled by two intersections, signalized -on demand - for East and West side automobile and pedestrian access.<sup>15</sup> The two intersections shall be landscaped with medium height grasses (maximum height 2 feet) and coconut trees to provide a unique and identifiable (clear of Palm Fronds to 8' high) character. Any large-event parking needs can be assisted by the Dade County Traffic Safety personnel.

## **CRANDON PARK MARINA**

The Marina Restaurant (currently known as "Sundays On the Bay") and the Dive Shop shall be limited to their present size and use until their present leases with the County expire, and thereafter, except as otherwise provided, the areas which are the subjects of the leases for "Sundays" and the Dive Shop shall be subject to the provisions and limitations of

---

<sup>15</sup> See Master Plan Site Plan-Crandon Boulevard.

the Master Plan. With respect to all other Marina facilities and charter boat operations, except as otherwise provided in this Master Plan, such facilities and operations shall be limited to their present size, location and operation conducted from the Crandon Park Lands. All activities on or about the Crandon Park Marina shall be marine-oriented, including opportunities for boaters, fishermen, divers and the public in general to observe water fowl in restricted nesting areas and to enjoy dining in a water-related facility.

The reconfiguration of parking areas and the realignment of drives and walks reflected in the Master Plan Site Plan will require the moving of some buildings, and the replacement of trailers (such as the Dock Master's Office) with permanent buildings which will be consistent with the South Florida Vernacular Architectural Style Standards which are part of this Master Plan and conform to the uniform Crandon Park Master Plan.<sup>16</sup> For the Marina, the principal design objectives of the Master Plan are therefore:

1. To improve the efficiency, clarity and safety of traffic circulation;
2. To enhance the aesthetic character and appeal of the Marina as an integral part of Crandon Park;
3. To preserve, augment and protect the shoreline, existing mangrove plantings, bird sanctuaries and nesting areas.

The circulation layout contained in the Master Plan Site Plan provides clear, easy entry and movement within and between the various Marina activity areas. The Master Plan eliminates the entrance closest to the Bear Cut Bridge. The Master Plan enlarges and gives character to the existing second entrance, further reducing vehicular conflicts and creating a grander feeling of welcome for the Marina visitor. The entrance clearly defines the visitor's choice: a central drive leading boat trailer traffic to the boat ramp, or an auxiliary drive that leads to the Marina, restaurant, boat charters and dive shop.

The central drive leading to the water ends at a toll booth and includes two approach lanes, one for boat launching and one for boat retrieval, and separated by a planted median from a parallel exiting lane. This drive isolates trailer and hoist traffic and parking from the rest of the Marina. With the exception of twenty spaces for sailboats, the long-term, fenced storage for boats in the southeast portion of the Marina shall be eliminated over two years time (from the Adoption Date) and replaced by an expansion of the parking space for the

---

<sup>16</sup> See South Florida Vernacular Architectural Style Standards App. A.

short term parking for vehicles and trailers. Canoe launching shall be from the new dinghy float and no more than six Park Department's canoes shall be stored in a rack in the area.

The auxiliary road or marina drive leads past a large parking area available for bait and tackle, dockmaster and restaurant patrons. The north portion of the parking area is available only to the owners of boats moored at the adjacent piers who shall be provided permitted parking only. Parking for the Restaurant is nearby, but not adjacent to the building. A drop-off lane for Restaurant patrons is, however, provided at the front door.

The north Marina parking lot area shall continue to provide space for the owners and crews of boats moored at adjacent piers and persons wanting to view the birds nesting on the nearby Rookery Island; the Miami skyline; to visit the Dive Shop or to reach the dinghies stored on expanded racks. Dinghy storage in this area shall be limited to the area on the south side of the parking lot and to those no longer than 10'. A forty-four foot length of beach frontage on the north side and a floating dock on the south side of the marina basin shall be provided for dinghy launching. All catamarans and vagrant dinghies shall be removed from the north side beach area.

The Marina drives and parking areas have been designed to permit maneuvering of emergency vehicles for close approach to piers and fueling areas. Turnarounds have been designed to permit semi-trailer trucks to service the Restaurant and other Marina facilities.

At the north end of the Marina, now designated as Pelican Point, a section of beach which is being used by the Least Terns as a nesting area has been fenced to provide protection for the birds, and a dense planting along the fence shall be placed to furnish seclusion. The shoreline here and northward to the Mangrove Area is to be riprapped, using native stone, as protection against erosion. The existing broken concrete slabs shall be removed within 120 days from the Adoption Date. Existing mangroves along the north shore of Pelican Point, facing Bear Cut, are to be enhanced and extended all the way to the Bear Cut Bridge by additional mangrove planting and random riprap. The depth and width of the Marina channel are to be maintained at their present dimensions. "No wake," "no motors," and "manatee" signs shall be properly placed at the channel entrance and around the marina area.

In the open area northeast of the Least Tern nesting site, the Master Plan reflects three (maximum of five) picnic/viewing shelters of no more than 300 square feet each.

Median strips in the parking areas, in the entrance drive and along the Crandon Boulevard perimeter shall feature palms set in a background of native plantings: Coconut



Palms (*Cocos nucifera*) fronting the Boulevard and within the Marina where falling coconuts will not dent cars or injure pedestrians. In other locations, a limited number (max. 7) of Royal Palms (*Roystonea elata*) and Sabal Palms (*Sabal palmetto*) shall be planted. [See Landscape Guidelines and Standards -Appendix B].

No umbrella, roof, awning or exterior bench may bear any advertising logo or wording. All restaurant and other advertising signs are to be removed from the Crandon Boulevard Frontage within 120 days of the Adoption Date. Each Marina building, shed or stall shall be identified by a single, attached identifying sign which shows its name and/or use. Signs shall be uniform in color, print and style (see Detailed Elements; Signage Guidelines and Standards, App. O). These buildings (i.e. restaurant, dockmaster, dive shop, picnic shelters, restrooms) shall be constructed or remodeled to conform to the uniform South Florida Vernacular Architectural Style described and illustrated in Appendix A by no later than six years from the Adoption Date. No flag or banner identifying a building or activity shall be displayed on, above or adjacent to it. No building or activity shall be advertised elsewhere in Crandon Park by a sign, flag, banner or any other means. North of the restaurant, along the waterfront, a number of boat chartering booths are grouped and covered by a long, blue and white striped awning, which is an intrusive element in the Marina's park setting. Upon the next replacement of this awning -no later than 120 days of the Adoption Date -and at the time of all future replacements of this or any other awning on the marina site, new awnings shall be a solid Park Green color. See Crandon Park Color Standards -App. A. All charter boat signage and dock box configurations shall be identical to those at the charter boat "Abracadabra" on January 14, 1993. See App. O

The outboard rental concession shall remain the same size (6 outboards 18' to 24') operation but be moved to a location next to the existing sailboat rental. The towboat service shall be relocated to a space next to the charter boats. The length and number of all existing and future commercial boats using the marina shall not be increased.

The restaurant and facilities now known as "Sundays By The Bay" shall be limited to their present size and use except as otherwise provided, until the present lease between the County and the operator expires, at which time, restaurant shall conform to the Master Plan. As of the Adoption Date, the Marina restaurant shall have a family atmosphere and serve alcoholic beverages, only with meals.<sup>17</sup> The Marina restaurant shall have no dance floor, no beverage or meal shall be served after the 10:00 p.m. closing time, and the restaurant shall provide no live entertainment after dusk and no music which creates a nuisance, disturbance or is audible farther than 50 yards from the restaurant building. When replaced, the large

---

<sup>17</sup> See Signage Standards. Appendix O.

outside awning at the marina restaurant shall be reduced in size and changed to a solid Park Green.

On or before the expiration of the Marina (Sunday's) restaurant's current lease, all the additions made from the inception of the present lease shall be removed. The remaining original building (Length 92', Width 80') shall be remodeled in the South Florida Vernacular Architectural Style, and may have a maximum of two stories and a total enclosed area of 5,500 square feet. This remodeled structure may develop a covered, but otherwise open water-side dining terrace not exceeding an additional 1,500 square feet in area, and a public walkway 8' wide shall be extended around the bulkhead in front of the restaurant.

The dive shop facility now located on the Crandon Park Lands shall be limited to its present size, the number of dive boats and location until the present lease between the County and the dive shop operator expires, at which time such area shall be subject to the provisions of this Master Plan. Upon the termination of the present contract for the Dive Shop, the existing office trailer shall be removed and if the concession is continued a new one-story building may be constructed in the South Florida Vernacular Architectural Style, not exceeding 530 square feet of interior floor space in the position shown on the Master Plan Site Plan. The maximum number of concession dive boats shall be two and the maximum length forty feet. Effective within forty days of the Adoption Date there shall be only one sign<sup>18</sup> no larger than 15" x 30" on the existing building or any projected new building. There shall be no signs, banners, flags or other means of advertising or promotion including vending machines visible from outside the building. The new Dive Shop building may have a 4-foot wide, wooden front porch under the overhang of the eaves, with a ramp for the handicapped and steps to accommodate a rise of not greater than 18-inches from natural grade, except as required by the Americans With Disabilities Act.

This Master Plan relocates the Dock Master in a new 2 story building, maximum size 2,250 square feet located near the sea wall and the existing fuel pumps. The ground floor of this new building is to contain the Bait and Tackle Shop, as described below, restrooms, showers, and an outdoor washer and dryer. Such restrooms shall be no larger than necessary to comply with the Americans With Disabilities Act. The second floor will contain the dockmaster's office and space for the Florida Marine Patrol. This floor shall have a maximum footprint of 1,000 square feet of interior floor space. The ground floor shall contain a maximum of 1,250 square feet of interior floor space. The new building's position, together with the second floor elevation, would give the Dock Master greatly improved

---

<sup>18</sup> Ditto

visual control of the Marina. Removal of the existing Dock Master trailer will improve the appearance of the area.

There shall be a new Bait and Tackle shop within the ground floor of the New Dock Master building. There shall be no food service in this area except for commercial pre-packaged food. If there is a need for ice machines and bait tanks they may be placed on the 10' wide veranda on the west side of the buildings. However, until the new two-story building replaces the existing Bait and Tackle Shop, all signs, and the vending machines are to be permanently removed without delay from the outside of the building. All ice machines and bait tanks are to be grouped together on the west side of the existing building under cover of a park green-colored<sup>19</sup> awning extending outward from the building up to 8 feet. If the bait tanks are not to be used, they shall be removed completely from the Marina within sixty days of the Adoption Date.

North of the Bait and Tackle Shop's main door is a pleasant paved area shaded by coconut palm trees with benches and tables for enjoying a leisurely quayside snack. The red canvas-covered tent-like booth offering "CORN & CHEESE," "BURGERS" and so forth, is to be removed promptly and the serving of any snacks is to be confined to the interior of the existing and new buildings. The area will benefit from the planting of additional palms. The existing tall shrubs and dinghies presently obscuring the harbor view shall be removed. The dinghy rack will be moved eastward to a location on the fuel tank island where it will not obscure the harbor view from the Bait and Tackle sitting area. Extraneous commercial signage<sup>20</sup> of the existing camper-office as well as the canvas-covered booth and the camper-office shall be removed within 60 days of the Adoption Date. Some remodeling of the building will be necessary to bring it into conformity with the Park's South Florida Vernacular Architectural Style. At the time of any remodeling, a redefinition of interior spaces, including the 2nd floor loft, might produce the office space which has been previously found in the camper.

The existing sailboat rental facility shall be limited to its present size, including size (27') and number of sailboats (8) and dock length. The present adjoining awning (8' x 14') shall be moved and placed between the existing free standing sailing and new outboard rental booths (6' x 6'). The awning shall be park green. There shall be two floating docks (maximum length 65' and width 6') serving the sailboat and outboard rentals, respectively.

---

<sup>19</sup> See Appendix A.

<sup>20</sup> See Signage Standards. Appendix O

The easternmost bay (39') of the large boat hoist immediately south of the Bait and Tackle Shop shall be removed, unless some unforeseen engineering problem makes the removal unfeasible. The removal will reduce the mass, and therefore the aesthetic impact of the boat hoist on this portion of Crandon Park.

The tree-shaded area next to the boat ramp shall have the gravel removed and grass planted in its place within 120 days of the Adoption Date.

The boat ramp slope in the first bay and the finger piers shall be repaired within - twenty-four months after final adoption of the Master Plan.

The three and one half acre Rookery Island off the channel entrance to the marina shall be preserved in its present undisturbed condition and human visitation s shall be prohibited.

### **IBIS PRESERVE**

The Ibis Preserve area shall be kept undisturbed, except for such passive activities as limited marine grass and mangrove tours conducted by trained naturalists.

### **CRANDON PARK GOLF COURSE**

The Crandon Park Golf Course is the subject of specific Settlement Agreement limitations and prohibitions, as follows:

**Golf Course Clubhouse.** The Crandon Park Master Plan and the Declaration of Restrictions implementing such Master Plan shall limit the Golf Course Clubhouse and other structures associated with the present golf course located on Crandon Park Lands to such Clubhouse and structures' present sizes, i.e., square footage and locations, and shall contain a use limitation precluding nightclub type facilities, functions or operations within or associated with such clubhouse structures. A limited modification to the present size of the Clubhouse shall be permitted, however, to allow an open-space garage beneath the main Clubhouse structure to provide golf cart parking and storage. Such under-Clubhouse golf cart area, if built and utilized, shall be in lieu of and not in addition to the 57' expansion of the existing golf cart storage and repair building elsewhere permitted in this section.

Access to the Golf Course from Crandon Boulevard shall be provided opposite the entrance to the north parking lot, allowing buses or trams to drop off passengers at times of tournaments. Patrons coming on foot or by bicycle will have direct access to the entry drive via the future bike path which will generally follow along the eastside of the existing utility easement.

The existing tennis clubhouse located on the entrance drive, before the Golf Course Clubhouse, shall remain. There shall be no parking spaces for vehicles in front of or immediately adjacent to the tennis courts located on the Golf Course site and only tennis activities shall be permitted in this area. The tennis clubhouse shall, with little modification, be altered to conform to the South Florida Vernacular Architectural Style. It shall be enriched with shrub plantings and additional coconut palm trees shall be planted to echo the line of the drive. Tree and shrub plantings shall also be added to break up and partially screen the lines of the tennis court fences. Behind the tennis clubhouse, the existing wooden deck area which provides a pleasant sitting area, with sun-shaded tables and chairs, shall be kept. Neither the clubhouse, storage shed nor deck shall be increased in size or changed in shape. The umbrellas at the tables shall not display any advertising messages or logos. No vending machines and no advertising signs shall be permitted outside of the tennis clubhouse.

No additional tennis courts shall be permitted in the Golf Course area, and if any use of the courts by the current lessee is discontinued then they shall be removed and replaced with a dense landscaping of native vegetation. Between the tennis courts and the driving range's protective fence, a dense planting of palms and shade trees shall be established, using only varieties ecologically or historically associated with Key Biscayne. Only light standards and fixtures currently existing at the Adoption Date at the courts shall be permitted; however, no light fixtures shall be set higher than 25 feet above ground level of the courts.

The Master Plan Site Plan provides storage for the machines and equipment necessary to the maintenance of the Golf Course in a new 57' extension of the existing golf cart storage and repair building. It also provides for an eight foot high, fifty-five foot long fertilizer and gang-mower storage shed and a ninety-foot long open sand storage area. The golf course chemicals shall be stored in a special shed 10' x 16' which shall be placed upon a custom built 14' x 40' vehicle wash down pad. The existing fuel storage shed shall be renovated as needed. The existing Golf Cart Storage Building shall be altered to reflect the South Florida Vernacular Architectural Style at the same time as the extension is added to the building. Equipment broken beyond repair, tables, signs, boxes and other debris stored here and elsewhere on the Golf Course shall be promptly and completely removed from the

Park. The proposed building extension and driveway access shall improve the appearance of the area and achieve the economic advantage of saving valuable, salvageable equipment. The new building extension shall conform to the South Florida Vernacular Architectural Style. Within twelve months following the Adoption Date the entire area between the entrance drive and the storage compound shall be richly planted with coconut palms, trees and shrubs to completely block the maintenance and cart storage buildings and grounds from view, thus extending the planting development proposed in front of the tennis Clubhouse and the tennis courts.

Behind the maintenance building -between it and the driving range -there are three storage containers and a trailer, currently housing offices for golf tournament personnel. They shall be removed from the Crandon Park Lands within seven days after the 1997 Tournament. No concrete pad shall be provided in this location for any mobile office trailer to be utilized by the operators of any golf tournament on the Crandon Park Lands. All Golf Tournament office and related needs may be provided in temporary space on the second floor of the Golf Course Clubhouse. This temporary space shall not be used more than four weeks before or more than one week after the tournament. Since removal of the tournament trailer will expose the extensive westerly side of the Golf Cart Storage Building to full view from the Golf Clubhouse, from the driving range and its Pro Shop, the planting of groups of trees and shrubs shall be implemented in a timely fashion (within 12 months) to completely screen the building. Lighting for the driving range tees shall be limited to poles and fixtures not exceeding 25 feet in height. Lighting of the range itself shall be accomplished by "bunker lighting" rather than "pole lighting" and shall be extinguished by 9:00 p.m. The Settlement Agreement and this Master Plan prohibit any expansion of the existing driving range Pro Shop beyond its present square footage. As with all Park buildings, no advertising signs shall be permitted outside of the Pro Shop. Presently, this building is a nondescript shack. It must be made into a permanent building conforming to the South Florida Vernacular Architectural Style without increasing its interior square footage.

The main Golf Course Clubhouse shall be simplified and converted to the South Florida Vernacular Architectural Style.<sup>21</sup> Sale of items such as clubs, hats, shoes, bags, balls and clothing shall be restricted to the main Clubhouse and shall be limited to its present use and size. Except for temporary use (three weeks) by the current golf tournament and park staff meetings, the upstairs area of the Clubhouse shall be closed and no activity shall take place therein.

---

<sup>21</sup> See Signage Standards. Appendix O.

On the Clubhouse's north side, large glass windows in the lounge and dining room look onto the Clubhouse's service area. The service area shall be reoriented and screened completely with landscaping to shield it from the view of diners on the first and second floors of the Clubhouse, its deck and surrounding grounds, within one year of the Adoption Date. A wooden deck and bar with a flat roofed extension appended to the back of the patio cookout building, opens conveniently onto the golf course, but adds to a heterogeneous architectural conglomeration. The flat roofed extension shall be removed within 30 days of the Adoption Date. The remaining building and deck area shall be altered to conform to the South Florida Vernacular Architectural Style within one year of Adoption Date.

With the exception of the maintenance shed area and golf starters booth (max. size 36 square feet) the Golf Course Clubhouse and all other structures with the exception of the maintenance shed associated with the Golf Course shall be limited to their present size and location. All activities on the Golf Course lands or Golf Course facilities shall be strictly golf oriented, with the exception of (a) the dining facilities in the Golf Course Clubhouse, (which shall be open to the public), (b) non promotional food and beverage carts on the golf course, (c) Crab Point located adjacent to the 18th fairway which may be used only as a non-commercial golf related picnic pavilion by golf patrons, and (d) the tennis courts located on the Golf Course lands, which shall be used for tennis only. The closing time for the Golf Course shall be sundown. The closing time for the Golf Course Clubhouse facilities (including but not limited to the restaurant and bar) shall be no later than 10:00 p.m. The restaurant in the Golf Course Clubhouse, like the restaurant in the Marina, shall have a family atmosphere and in this case cater particularly to golfers. The Clubhouse shall have no pool tables, electronic games or like items, dance floor or live entertainment. Except for the driving range, and subject to the expiration or other termination of any existing lease, concession or other contractual arrangements in effect as of the Adoption Date, following the Adoption Date, the County shall not contract with any lessee, concessionaire or other party for the operation of the Golf Course or Clubhouse, including the Pro-Shop or other spaces within the Clubhouse (except restaurant). Following the Adoption Date, the County may elect to contract with a lessee or concessionaire for operation of the Clubhouse restaurant and/or driving range for terms of no more than three years in length with three, one year options to renew in each instance.

All sponsor boards, benches and items bearing advertisements or promotions shall be removed within 90 days of the Adoption Date.

The Biscayne Bay shoreline along all areas adjacent to the Golf Course, from the southern edge of the Crandon Park Marina south to the Southern boundary of the West Point Preserve and 50 feet inland from the mean highwater line along such shoreline, or to

the edge of the mangroves, whichever is less, are hereby designated as "mangrove preserve". The upland mangrove area south of the Crandon Marina and north of the Golf Course as designated on the Master Plan Site Plan as the Ibis Preserve is also designated as a preserve with protection from all disturbance.

## CRANDON PARK TENNIS CENTER

The Crandon Park Tennis Center, which is defined as a portion of the Crandon Park Lands more particularly described in Appendix G (the "Tennis Center"), shall be subject to the following limitations and restrictions:

### The Stadium

**Tennis Stadium.** A tennis stadium, subject to the restrictions described below, shall be built at the location on the Tennis Center depicted on the Crandon Park Master Plan map.

**Name of Stadium.** The stadium to be located within the Tennis Center shall not be named, or if named such name shall be derived from the name of flora or fauna native to Crandon Park Lands.

**Criteria for Visibility; Height Limitations.** No permanent portion of the stadium structure (including elevator shafts, railings, lighting devices, etc.) shall be visible by a pedestrian from any location on Crandon Boulevard or on the beach areas of the Crandon Park Lands bordering on the Atlantic Ocean or on any area on the Crandon Park Lands in between, from a point where Crandon Boulevard becomes a divided highway on the north to the southerly most point of the Tennis Center lands along the line of Crandon Boulevard. In addition, no portion of the stadium or related facilities shall be visible by vehicles or pedestrian traffic traveling north on Crandon Boulevard from the southerly boundary of the Crandon Park Lands to a point on Crandon Boulevard directly east of the northern boundary of the Tennis Center. The entire permanent stadium structure and its associated facilities shall be screened by berms, terraces, and heavily landscaped with native flora so as to block completely any view of the stadium or its associated facilities provided above. No permanent portion of the stadium structure (excluding elevator shafts, lighting devices, etc.) shall exceed 37 feet 6 inches in height, and all lifting rails, safety rails, collapsible lighting devices, and temporary seating systems stored on the stadium deck shall not exceed 4 additional feet in height and shall not be visible from the areas on the Crandon Park Lands as described above.

Deleted: and



**Maintenance of Visual Screening of Stadium.** The County shall maintain the vegetative visual screening of the Tennis Stadium so no permanent portion of the stadium structure including (elevator shafts, railings, lighting devices, etc.) and the temporary seating system stored on the stadium upper deck shall be visible by a pedestrian from any location on Crandon Boulevard or on the beach areas of the Crandon Park Lands bordering on the Atlantic Ocean or on any area on the Crandon Park Lands in between from a point where Crandon Boulevard becomes a divided highway on the north to the southerly most point of the Tennis Center lands C along the line of Crandon Boulevard. In addition, the County shall maintain the vegetative screening so that no portion of the stadium or related facilities shall be visible by vehicles or pedestrian traffic traveling north on Crandon Boulevard from the southerly boundary of the Crandon Park Lands to a point on Crandon Boulevard directly east of the northern boundary of the Tennis Center.

**Use of Stadium Spaces.** Subject to special provisions for the United States Tennis Association provided below, there shall be no permanent or year around commercial or any out of park activities from being conducted within the spaces under or associated with the stadium, and there shall be no commercial, or retail sales, operations of any kind permitted in, under or immediately surrounding the stadium, except (1) during the Tournament Period and tournament ticket sales during a period from August 1 through the completion of the Tournament Period, and (2) during other permitted tennis events under subsection 1 (d) of the Settlement Agreement. The County may locate one year around office in the spaces within the stadium with no more than 1,000 square feet and accommodating no more than 10 County employees. The County shall use its best efforts to remove the present Crandon Park administration building located on the Crandon Park Lands and restore such area. The stadium court and seating shall be used for tennis only, and for no other purpose. Except during the Tournament Preparation Period, the Tournament Period and the Site Restoration Period (as hereinafter defined) and tournament ticket sales during a period from August 1 through the completion of the Tournament Period in the area of the stadium designated for such function on the Plans created by Swanke, Connell Architects Court Level Plans, prepared June 5, 1991, no tournament personnel or volunteers shall be allowed into the stadium facility, provided that such tournament personnel may use the area on the Plans created by Swanke, Hayden, Connell Architects, Court Level Plans, prepared June 5, 1991, offices numbered 1108-1117, from January 1, through the end of the Site Restoration Period each year for Tournament operations.

**United States Tennis Association Use of the Stadium and Tennis Center.** The United States Tennis Association (the "USTA") shall be permitted to use areas within the permanent stadium only as depicted in Architectural Sheet A-2.0 of the Stadium Plans dated October 1, 1991. The USTA shall open the stadium sport science and weight training areas

therein depicted to all members of the public accompanied by tennis coaches and shall design appropriate weight training and sports science programs for such uses. The USTA shall also conduct a youth tennis educational program of no less than 10 hours per month for Dade County tennis youth programs. The use by the USTA of the courts and facilities of the Tennis Center other than the stadium shall be limited to a schedule to be unanimously agreed upon by the four members of the group designated for modification of the Settlement Agreement as provided in Section 9 thereof.

**No Advertising on Stadium.** Except on the Tennis Center Site during a period 14 days prior to the commencement of the Tournament Period (as hereafter defined), during the Tournament Period, and during a period 5 days following the Tournament Period; there shall be no visible graphic panels, banners, signs, billboards or similar devices located on the outside of the stadium depicting or promoting any commercial activity of any subject, advertising or promotion, either expressed or implied.

### **The Tennis Center**

The Tennis Center shall be subject to the following limitations and prohibitions:

**Tennis Center Limitations.** Other than professional tennis events which in the aggregate do not exceed 20 days per annum for all preparation, operations and restoration activities, the International Players Championship Tournament or its successor shall be the only professional tennis event conducted or permitted in the stadium on the Tennis Center site. During such additional events all Tournament rules and provisions contained herein shall apply to such event(s).

**Limitation on Temporary Tennis Court Seating.** There shall be no temporary seating or stadia located on the Tennis Center, except there may be as many as 8,000 bleacher seats on courts 1 and 2 in the aggregate, and as many as 500 bleacher seats on other individual court. The Tournament organizers may reallocate these temporary seats among these courts at their discretion. All temporary seats and bleachers shall be removed each year by the end of the Site Restoration Period (as hereinafter defined).

**No New Permanent Structures on the Tennis Center; Removal of Temporary Structures and Vehicles.** Except as provided above with respect to the permanent tennis stadium, the Tennis Center shall include only such permanent structures as are presently located on the Tennis Center and depicted in the Master Plan Site Plan. No temporary facilities, vehicles, mobile homes, trailers or similar temporary facilities shall be placed on the Tennis Center prior to the commencement of the Tournament Preparation Period (as

hereinafter defined), and all temporary structures, vehicles, mobile homes, trailers and similar temporary facilities shall be removed from the Tennis Center by the end of the Site Restoration Period (as hereinafter defined).

**Tennis Only.** The Crandon Park Master Plan and the Declaration of Restrictions implementing such Plan shall limit uses of and on the Tennis Center to tennis only within the Tennis Center or stadium except (1) during the Tournament Period and tournament ticket sales during a period from August 1 through to the completion of the Tournament Period, or (2) incidental Clubhouse concession activities.

**No Exclusive Use; Public Access.** Except during the Tournament Period and subject to the special provisions relating to the USTA in subsection l(c)(vi) of the Settlement Agreement, the Crandon Park Master Plan and the Declaration of Restrictions implementing such Master Plan shall prohibit exclusive use of any of the Tennis Center facilities by any person, group, association or entity, and shall provide that the public shall have full access to all Tennis Center facilities. Except during the Tournament Period the County shall remove the International Players Championship logos from the Tennis Center entrance signage, substitute the designation 'Tennis Center at Crandon Park' and add the following language in lettering of no less than 10 inches in height: "THIS IS A PUBLIC TENNIS FACILITY". Such signage shall be installed before the 1993 Tournament Period (as hereinafter defined).

**Prohibition of Trash Stations; Restoration** The County has removed the trash station located on the Tennis Center site. There shall be no further permanent or temporary trash transfer stations located on the Tennis Center Site. The County shall promptly restore and remediate the trash station area to a dense planting of native flora. See Landscape Guidelines and Standards App. B.

**No Tennis Center Advertising.** Except on the Tennis Center Site during a period 14-day period immediately preceding the Tournament Period (as hereafter defined), during the Tournament Period, and during the 5-day period immediately following the Tournament Period; there shall be no visible advertising on the Tennis Center site or clock tower, including but not limited to logos, banners or similar temporary devices for advertising or promotion of any product or service, either express or implied.

**Limitation on Lighting.** Except during a period 14-day period immediately preceding the Tournament Period (as hereafter defined), during the Tournament Period, and during the 5-day period immediately following the Tournament Period, the County shall reduce the height of all lighting devices located on the Tennis Center to no more than 25

feet, which shall be accomplished as rapidly as reasonably feasible, but in any event such reduction of lighting height shall be completed by no later than January 14, 1998.

**Clubhouse.** In spite of the overshadowing size of the stadium, the Clubhouse occupies a focal position and is important throughout the year in serving the public. It provides lockers, administrative and display space and a salesroom for tennis-related items. It shall be made to conform to the South Florida Vernacular Architectural Style in shape, proportions and color, when major structural damage becomes apparent. Except as provided during the Tournament Period the Clubhouse located within the Tennis Center shall be limited to its present size and functions. In the event that in the future, the Parks Department and/or other regulatory agencies (such as Risk Management, Building and Zoning or D.E.R.M.) concur that major structural deterioration appears in the Clubhouse, no additional funds shall be expended for repair of the Clubhouse. In the event such major structural deterioration appears to pose a threat to public safety or property, the deteriorated portions of the Clubhouse shall be demolished, and upon renovation, restoration or rehabilitation of the Clubhouse thereafter, the square footage of such renovated, restored or rehabilitated Clubhouse shall not exceed one story and a footprint of 5,000 square feet. The remainder of land of the former building footprint shall be densely planted in native vegetation. All vending machines shall be located within the interior spaces of the Clubhouse.

### **The Tennis Tournament**

The following limitations shall apply concerning the operation and conduct of the Tournament on the Crandon Park Lands:

**No Interference With Public Access.** Beginning on January 1, 1994 the Crandon Park Master Plan and the Declaration of Restrictions implementing such Master Plan shall require that all members of the public shall be permitted to use not less than 75% of all courts at or on the Tennis Center throughout the "Tournament Preparation Period" and up to the day before the commencement of the "Tournament Period" (as those terms are hereinafter defined) without disruption or interference by the Tournament sponsors, operators or the County.

**Installation and Removal of Temporary Seating.** Except as may be otherwise expressly provided herein, the Crandon Park Master Plan and the Declaration of Restrictions implementing such Master Plan shall provide that all temporary seating associated with the Tournament shall be installed no more than 30 days prior to the commencement of the Tournament Period and removed or in the case of the Stadium

temporary seating, appropriately stored on the stadium upper deck by no later than 30 days following the end of the Tournament Period, as defined in the Tournament Agreement.

**Tournament Dates.** The Crandon Park Master Plan and the Declaration of Restrictions implementing such Master Plan shall define the Tournament dates on the Crandon Park lands as follows:

- (1) The Tournament dates shall be selected by the County within the months of January, February, or March of each year (the "Tournament Period").
- (2) Tournament Preparation Period shall commence 45 days prior to the commencement of the Tournament Period (the "Tournament Preparation Period").
- (3) The Tournament Period shall be no more than 21 days in length (including rain dates).
- (4) The Site Restoration Period shall be complete by no more than 30 days following the last day of the Tournament (the "Site Restoration Period").

**Public Parking.** At least 1,000 regular parking spaces east of Crandon Boulevard shall be reserved for general use by other than Tournament participants whether they be employees, guests, volunteers or patrons. Except on the Tennis Center site, no Tournament employees, guests, volunteers, patrons, or anyone else connected or associated with the Tournament (as hereinafter defined) shall be permitted to park on any unpaved areas on the Crandon Park Lands. All grass areas on the Tennis Center Site which are used for parking, or are otherwise covered, during the Tournament or any other event, for a period greater than 5 days, shall be resodded completely immediately following any such event.

#### **Vehicular Access**

The Master Plan relocates the vehicular entrance to the Tennis Center to the existing south entrance on Crandon Boulevard and closes both the existing Tennis Center entrance and the service entrance (except during the Tournament Preparation Period, the Tournament Period and the Site Restoration Period) to the former Trash Station. Both of the open spaces left by the removal of these entrances shall be replanted with native plant materials which continue the Boulevard's sideline enclosure and contribute to the screening of the stadium.

The fountain shall be removed and replaced with a large shade tree by January 1, 1997 and the walkway modified to be heavily landscaped and shall be used by pedestrians only.<sup>22</sup> The pedestrian walkway across the Crandon Boulevard median strip shall be modified with bollards to prohibit any vehicle traffic. In the event that the Tournament installs an appropriate entrance feature which closes the north entrance at all other times, the north entrance may be open only during the Tournament Preparation Period, the Tournament Period and the Site Restoration Period.

Pedestrians and bicyclists can enter the Tennis Center via the 10- foot wide path, which the Master Plan shows generally following the Florida Power & Light Company utility easement from the Marina to the old traffic circle by the Calusa Mangrove trail at the south end of Crandon Park. At the point where the path intersects the modified Tennis Center entrance the fountain will be replaced by a raised circular flower bed with a large specimen shade tree that will mark the beginning of a palm-lined entrance mall --no longer a vehicular way. The mall continues past the north side of the stadium and terminates in front of the clubhouse, where it intersects an allee leading from the patrons' parking area to a second allee, which turns westward, leading to the west end of the complex. The intersecting mall and allees serve as the backbone of a garden which surrounds the tennis courts with lush plantings of trees, shrubs and flowers. The allees shall be terminated with colorful mass plantings and flower beds. All utilities (i.e. electrical, telephone and television boxes, electrical transformers and similar items) shall be screened from view with landscape vegetation within nine months of the Adoption Date.

A peripheral drive provides access for service and emergency vehicles around the entire perimeter of the Tennis Center. It connects with the patrons' parking area and, through it, to the main entrance road. On the northern perimeter of the complex, it connects with the Golf Course which passes by Hole #4. It also connects through a gate which shall be opened only during the Tournament Preparation Period, the Tournament Period and the Site Restoration Period, with the west side (Crandon Boulevard) pedestrian and bicycle path, which is to be paved and wide enough (approximately 10 feet) to accommodate service or emergency vehicles.

### **Other**

The Master Plan indicates the locations of the Tennis Center's seventeen hard surface courts, eight clay courts and two grass courts. The County may elect to change the surface of any court in accordance with public demand for other tennis court surfaces, and the

---

<sup>22</sup> See Master Plan – Site Plan – Tennis Center

County and Tournament may agree to modify the surfaces of these courts at the Tournament's expense. Trees and landscaping shall be planted on the Tennis Center in accordance with the Master Plan Landscape Plan and the Landscape Guidelines and Standards appearing as Appendix B to this Master Plan. The trees, shrubs and flowers shall be selected and planted in order to provide the maximum color during the Tournament. All portions of the Tennis Center site on which mangroves are located as of the Adoption Date, shall not be disturbed and shall be designated a part of the West Point Mangrove Preserve.

Any Tennis Center materials, supplies, Park Tournament signs or other park owned items used on the Tennis Center site must be stored inside the Clubhouse or Stadium according to all applicable laws, rules, regulations and ordinances. All Tournament materials, supplies or other items, not the property of the Dade County Parks Department, shall not be stored on the Crandon Park Lands during non- tournament times.

The Tennis Stadium located at the Tennis Center Site shall have no more than 7,500 permanent seats and no more than 6,500 temporary seats.

Except during the Tournament Period (as herein defined) any tennis courts permitted for any use other than tennis shall be completely covered by plywood (minimum one half inch thick) or comparable material.

Except during the Tournament Preparation Period, the Tournament Period and the Site Restoration Period (all as herein defined), the closing time for the Tennis Center Site shall be no later than 10:00 p.m. During the Tournament Preparation Period, closing time shall be 12:00 midnight.

Only non-alcoholic beverage and snack machines shall be permitted on the Tennis Center Site.

Within one year of the adoption date, the Tennis Center shall be landscaped and maintained in compliance with the Master Plan and the Tennis Center Landscape Plan.

The individual court surfaces closest to the Clubhouse shall be reserved for use by the General Public.

Proper tennis attire shall be worn at all times by all those using the Tennis Courts.

The Parks Department and the County generally, shall actively promote the use of the Tennis Center Site by the general public.

Except during the Tournament Preparation Period, the Tournament Period and the Site Restoration Period (all as herein defined); all Tennis Center Site parking for all vehicles shall be limited to the parking lot southwest of the Tennis Stadium and south of the Clubhouse.

No vehicles other than maintenance vehicles shall be permitted to travel on the Tennis Center Site beyond the parking lot south of the Clubhouse, except that during the Tournament Preparation Period, the Tournament Period and the Site Restoration Period (all as herein defined), use of the north entrance access road shall be permitted subject to installation of the entrance feature at the north entrance by the Tournament which shall remain closed at all other times.

### **WEST POINT PRESERVE**

Except for provisions herein and for re-planting, the West Point Preserve shall remain undisturbed. The West Point Preserve canals, opening into the lake opposite the Tennis Center Clubhouse and into Biscayne Bay, are navigable by canoes and kayaks, and shall be maintained and remain open to the public, with limitations and with the guidance of trained naturalists. This Master Plan moves the existing east boundary of the West Point Preserve all the way east to Crandon Boulevard, requiring the restoration of this area of the Preserve to its natural state, with only the following exceptions: (1) four unlighted multi-purpose (including basketball, hockey, tennis) sport courts, with the existing recreational facilities to be modified consistent with the following subsection; (2) the recreation center remodeled in the South Florida Vernacular style, retaining only restrooms, a storage closet for the sports court equipment and the existing roof, thereby creating an open-but-roofed shelter area; (3) three picnic shelters with a maximum individual shelter size of 300 square feet; and (4) a tot-lot with a footprint identical in area to the tot-lot existing on the Adoption Date, but with equipment designed to match the tot-lot equipment planned for the Beach Area. The importance of preserving all of the remainder of this ecologically significant tract in an undisturbed condition cannot be overemphasized.

The winds of Hurricane Andrew toppled a number of Australian Pines in West Point Preserve fronting on Crandon Boulevard, crushing mangroves and other native flora. This area, now largely bare, shall be restored to its natural state, nurturing new native and mangrove growth and providing for a coconut seed orchard. A 3,500 linear feet boardwalk loop nature trail shall be constructed, as expeditiously as possible, originating from the existing parking lot at the new Calusa Mangrove Trail site. This loop shall provide a view of Biscayne Bay and a mangrove interpretive experience for the Park patrons.



Signage at the Biscayne Bay mouth of the canal entering the West Point Preserve shall restrict access to canoes and/or kayaks accompanied by a skilled, interpretive naturalist.

### **FIRE STATION**

So long as the Fire Station is used by the Dade County Fire Department, to provide fire/rescue service to Crandon Park, there shall continue to be a traffic light and a median strip cut-through opposite the Fire Station building's driveway. Following the Adoption of the Crandon Park Master Plan, the Fire Station building shall be renovated to conform to the South Florida Vernacular Architectural Style. Planting along its frontage shall be consistent with the landscape character of Crandon Boulevard, and all landscape standards set forth in this Master Plan.

If such fire service is at some future time furnished from another facility outside, of Crandon Park, and provided that the present Park Office for Crandon Park is vacated and razed entirely, and further provided that all use of spaces in the Tennis Center Stadium by the Parks Department for offices and other park administration shall be discontinued entirely and not reinstituted, then and only in those events, may the Parks Department use the former Fire Station for the Crandon Park Office. Use of this facility for a fire-rescue facility for the Village of Key Biscayne or any other municipality is specifically declared to be inconsistent with this Master Plan and prohibited.

### **CALUSA MANGROVE TRAIL**

The Master Plan makes no change in the existing layout and facilities at Calusa Park until year end 1997. After January 1, 1998, the existing Calusa Park Playhouse, play equipment and tennis courts shall be razed or removed (except as provided below) and the area shall be restored with an open area and heavily landscaped with native vegetation as part of the West Point Preserve. The parking lot, restrooms and open area, however, will be retained and three picnic shelters (maximum size 300 square feet each) shall be placed around the site. The existing recreation building shall be modified in the South Florida Vernacular style, and together with the surrounding court area, be modified by no later than February 2000, to retain only the restrooms, a small storage closet for equipment for the multi-purpose sport courts, and the current roof size, thereby creating an open-but-roofed shelter. This area shall also retain four unlighted multi-purpose (including basketball, hockey, tennis) sport courts with the necessary equipment for their utilization stored on site.

This area shall also retain a sandlot play area with a footprint identical to the sandlot on the Adoption Date, but with equipment designed to match the sandlot equipment for the Beach Area.

In view of the fact that "Calusa Park" is part of Crandon Park and is no more a separate "park" than are the Golf Course, the Botanical Garden, the Tennis Center, the Marina or the Beach, this area of the Park is shown on the Master Plan as "Calusa Mangrove Trail."

The new Calusa Mangrove Trail will originate at the existing parking lot. At 3,500 linear feet, it may be part boardwalk (with protection for the mangroves) and part wood chips, depending on existing conditions. The Calusa Mangrove Trail will provide an interpretive and sensory excursion westward into the mangroves with vistas of Biscayne Bay and offering native variety to the Crandon Park experience.

### ARCHAEOLOGICAL SITES

All of the presently known archaeological sites located on the Crandon Park Lands are significant and vulnerable to the additional subsurface disturbances which may result from proposed development and landscaping activities. Further archaeological sites may be discovered on the Crandon Park Lands in the future. Appropriate management techniques will benefit from determining the exact boundaries of the various known and potential sites and therefore an archaeological survey shall be conducted of these sites prior to any development activity. Construction and landscaping activities within any of the archaeological sites or designated zones may require anyone or a combination of the following actions:

1. Avoidance:

Certain site components may be so significant that their preservation is the first priority. This is the case with site 8DAS249, where numerous Tequesta house sites are located. The site is small and not within a proposed tree-planting area, so its preservation will cause minimal difficulties with proposed landscaping plans. Its location, furthermore, is ideal for public interpretation because it is adjacent to the bike and pedestrian trail.

2. Salvage Excavations:

Any archaeological site or feature that has scientific or historic significance and that cannot be preserved because of impacts from construction or landscaping will be subject to salvage operations under the direction of an archaeologist. The recovery of associated artifacts and data will act as mitigation for the loss of the site.

3. Monitoring:

Subsurface activities within areas of archaeological sensitivity may be subject to monitoring by an archaeologist. The purpose of this monitoring would be to collect archaeological artifacts and data during construction activities. The monitor will need to work closely with the work crew and, if a significant feature is uncovered, shall be given the opportunity to properly recover and record the feature.

4. Modified Exotic Plant Removal Techniques:

Removal of exotic plants from areas of archaeological sensitivity may require the use of herbicides, above ground cutting, and hand labor, as opposed to heavy equipment operations. These techniques will help to minimize subsurface impacts to any site or feature.

5. Modified Planting:

Planting and landscaping within areas of archaeological sensitivity may require the use of smaller plants and hand labor to minimize impacts to any site or feature.

The Crandon Park archeological sites are among the most significant in Dade County. They offer an important scientific record of prehistoric Tequesta Indian settlement and subsistence patterns on Key Biscayne. Public interest in archaeological sites is very high and these sites offer an excellent opportunity for the public to learn about the area's prehistory. Two of the sites, 8DA5247 and 8DA5249, are located adjacent to bicycle and pedestrian trails. These sites can be interpreted with signage and outdoor exhibits - particularly near the Botanical Garden. Site 8DA5249, with its many posthole molds of Tequesta houses, can be interpreted by placing one-foot-high wooden posts above the ground to provide a "footprint" of the houses.

All archaeological sites located on the Crandon Park Lands shall be managed according to Dade County ordinances, and potential ground disturbances shall be monitored, minimized or avoided altogether.

## SERVICE AREA

Between the Service Area and Crandon Boulevard there is a screen planting, thinned in part by Hurricane Andrew, which with supplementary planting as provided in the Landscape Guidelines and Standards will be effective as a tight visual barrier, to block the view of such service facilities. No such screening exists, however, between the Service Area and the Gardens and shall be installed as provided in the Landscape Guidelines and Standards. Much of the Service Area is enclosed by chain link fencing, but there are openings which violate security. These openings shall be promptly repaired.

The Service Area shall remain in its present location, with no change in size. Present buildings shall be restored, with roofs, doors and siding repaired, but without need for conformity with the South Florida Vernacular Architectural Style. The sides of the buildings shall be painted green, using hues that match the sage green color described for the Tennis Stadium, to help hide them from Crandon Boulevard and the Gardens.

Cracks and depressions in pavements shall be repaired and parking spaces for trucks, automobiles, tractors and other equipment shall be marked in a systematic and cohesive arrangement. Racks shall be provided for materials which can be stored out of doors, and materials awaiting repair shall be kept separate from new materials. Equipment broken beyond repair shall be removed from the site promptly. Space for bulk storage and machine repair shall be provided in the buildings.

The perimeter of the Service Area shall be totally enclosed by chain link fencing and gates which shall be secured at night. New screen plantings shall be developed between the Service Area and the Gardens, and existing screen plantings shall be supplemented with new plants as necessary to assure a tight visual barrier, which shall mean such screening as will hide from view such maintenance features by a person with normal vision. This tight visual barrier around all maintenance areas shall be completed no later than twelve months after the Adoption Date.

It should be noted that the former Elephant House, which is a part of the Gardens, is currently being used by Service Area employees for storage. This building shall be razed and the area planted in accordance with the Landscape Guidelines and Standards.

A trash compactor or, in the future, a more technologically advanced device shall be provided and used to reduce volume of all Park trash, garbage and other solid waste, during the period when such solid waste is temporarily stored for prompt removal from the Crandon Park Lands. All trimmings and cuttings of noninvasive species shall be

mechanically chipped and reduced and distributed as mulch to suitable locations all about the Crandon Park Lands and other park property.

All invasive exotic or prohibited flora or nuisance fauna, as defined in the Metropolitan Dade County Code or regulations or guidance documents promulgated by the Dade County Department of Environmental Resource Management or other agencies having jurisdiction, shall be removed with dispatch from the Crandon Park Lands and steps shall be taken by the County to preclude reintroduction of such flora or fauna on the Crandon Park Lands.

The area South of the Cabana Road and North of the Parks South Boundary shall be used to maximize the propagation of a variety of coconuts for use on the Crandon Park Lands and other parks.

### **THE GARDENS**

The Master Plan for the Crandon Park Gardens provides two contrasting experiences for this site. One takes place in the cultivated central garden of broad South Florida Seaside and Caribbean landscapes and picturesque lakes; the other, in a dense tropical jungle with lush native and tropical vegetation overhanging narrow waterways and winding trails. Historic vestiges of the Matheson Coconut Plantation and the Crandon Park Zoo are scattered throughout the landscape, invoking the past as they become part of the present.<sup>23</sup>

Within the Central Garden, broad walks, colorful detailed plantings and exciting landscape features create picturesque vistas, and a landscape of clarity and openness that promotes social interaction and refreshment of the mind and nerves. In contrast, the wild and uncultivated appearance of the jungle signals a primordial experience where the flora and fauna prevail. Visitors are led through dense woods along a series of narrow, twisting pathways, aerial walkways and silent waterways to encounter the hidden aspects of the site. Glimpses of some of the more than 160 species of migratory birds which use the Garden's trees and waterways, or of the colorful 6 feet long iguanas, add to the mystique. The variety of limited cultural features, artworks and musical events in this area are designed to be often hidden; to be encountered or, explored, and calculated to create a sense of surprise and discovery.

The Waterway, accessible by canoe, changes as it moves throughout the Garden, reflecting the character of the surroundings. At the entrance, the Waterway begins as a

---

<sup>23</sup> Landscape Guidelines and Standards. Appendix B.

colorful water garden. Along the inner loop, the canals are broad and open, reflecting the cultivated botanical setting of the Central Garden. Along the outer loop they become narrow, winding and darker where a dense canopy hangs over the water.

Beyond the Waterway's outer loop lies a buffer zone of even denser natural vegetation that encircles the forest and central garden area to seal it off completely from the surrounding metropolitan area and to create a sense within the Garden of a separate world.

First phase development efforts, cleanup and replanting had been accomplished C when Hurricane Andrew struck. The storm leveled the site. Although renewed development efforts have begun, except as otherwise expressly set forth herein, the Gardens will be developed in accordance with the Master Plan for the Gardens at Crandon Park as approved by the Dade County Board of Commissioners in 1991 and attached hereto as Appendix U. These exceptions include:

- A. All development and use of the Gardens shall be consistent with this Crandon Park Master Plan, and if a conflict between this Master Plan and the 1991 Master Plan occurs, this Master Plan shall control.
- B. The Crandon Park Gardens Master Plan shall create a lush, profusely colorful native South Florida and tropical Caribbean botanical setting which will be enhanced through the sensitive, limited integration of people-friendly functional art, of art that defines a journey and of historical cultural features (i.e. old plantation structures). The plant species in the Garden shall be named, numbered and depicted on a site plan but not promoted for botanical research. The functional art shall be limited to (1) bridge railings no higher than four feet, and (2) up to 400 square feet of functional art throughout the Gardens, provided that no one site shall exceed more than 100 square feet, and that there shall be no more than eight (8) total sites throughout the Gardens regardless of size. These sites shall in no way stand out as objects of beauty or ornament and shall not be a distraction in the landscape. However, these sites shall not be turned into an art gallery or exhibition area. There shall be no artists in residence; all artwork or cultural features shall be site specific, empathetically conceived and executed from the Park's past and present historic themes, from its environmental attributes and from factual characters of the flora and fauna of the Garden's site and not from the idiosyncratic signature or psychology of the artist. The factual representations of the flora and fauna shall be no larger than life size; in scale and proportion to the natural attributes of the Garden's setting, with a maximum height of six feet.

Representations of very small flora or fauna, i.e., insects may could be reproduced to a maximum of 8 inches.

- C. Subject to the limitations in B above, the Gardens area may be used for temporary non-commercial display of works of art only, during appropriately scaled festivals or events of a maximum of 3 days duration and a maximum of three per year. All events held in the Gardens shall comply with the sound restriction of the General Provisions and Restrictions (number six).
- D. The canals in the Gardens shall be interconnected with sufficient depth I and width to permit navigation exclusively by non-motorized canoe, and the areas adjacent to such canals shall be heavily landscaped with a tropical jungle atmosphere and the water within such canals shall be aerated with sufficient oxygen to preclude detrimental marine growth.
- E. The Garden's Forest shall be replanted with a variety of native and natural fruit bearing plantings which will enhance and recreate wildlife habitats to insure the return and reproductive abilities of native fauna.
- F. Appropriate species of colorful ducks, peacocks, flamingos and other fowl, fish and if allowed, other native or protected species of fauna, some of which can be fed by visitors, shall be introduced to roam freely and to enhance the visitors' visual experience. The County shall also reinstitute the petting zoo in the Old petting zoo area with weekend or full time staff within 3 years of the Adoption Date.
- G. The remaining former animal cages and pens shall be modified or removed from the Botanical Garden site. (See Site Map, p. 84A).

|             |   |
|-------------|---|
| Building 2  | Remove turtle house and rebuild planter bed wall to a height not to exceed 24 inches with a seating coping, using coral rock for the wall |
| Building 3  | Remove 60% of the Building  |
| Building 5  | Modify for animal house   |
| Building 5A | Remove  |

|             |  |
|-------------|--|
| Building 6  | Modify to South Florida Vernacular   |
| Building 7  | Rehabilitate   |
| Building 8  | Remove all walls   |
| Building 10 | Remove all vertical bars and plant flowering vines on the horizontal bars.                         |
| Building 11 | Remove all walls   |
| Building 13 | Remove   |
| Building 15 | Remove 60% of the footprint and the vertical bars and plant flowering vines on the horizontal bars |
| Building 17 | Remove   |
| Building 18 | Remove   |

- H. There shall be no art studio building in the Gardens.
- I. Canoe rentals in Gardens shall be limited to one location in the site.
- J. The green plantation house shall be moved (if feasible) to the Gardens Matheson Plantation area, and along with one or two other Matheson Plantation buildings or replicas shall be remodeled and used for interpretive purposes associated with the historical and natural resources of Crandon Park.
- K. The present Crandon Park guide map shall be relocated and preserved in the interpretive center to be located in the Gardens' Matheson area or the park administrative office.
- L. The two picnic shelters in the special activity area shall be limited to 1,600 square feet each.



## **CRANDON PARK CABANAS**

The cabanas are located adjacent to restrooms and a concession building, both of which shall be retained but renovated consistent with the standards established in this Master Plan. Groups of coconut palms are effective in providing shade and a special ambience for the units. These groups shall be supplemented by larger similar plantings. Very similar new Cabanas shall be constructed on the footprints of the existing units, but providing common, roofed open space between every 3 or 4 of the 1-story units and using the South Florida Vernacular Architectural Style. Because this spreading of units will reduce the total number available, a few additional, small groups of 3 or 4 may be constructed upon patron demand to the south as shown on the Master Plan Site Plan.

The two-story portion of the Cabana complex shall be renovated, but not replaced, and be made to conform to the South Florida Vernacular Architectural Style used throughout Crandon Park.

The two southernmost cabana sections may be demolished down to their concrete slab and then covered with sand until renovations are made.

Parking for the Cabanas is provided in two lots -one behind (west of) the units, the other in the main south parking area. Both are accessed by the South Beach parking entrance by permit only. The closing time for the Cabana area shall be sundown. No more than 40% of the available cabanas may be rented on a seasonal basis and those renters shall be selected seasonally by an independently run lottery system. All other persons (patrons) shall be eligible to rent a cabana on a rotating first come first serve basis.

## **PARKING AND BEACH DRIVE**

The principal design objectives with respect to the development of a future Beach Drive and East Parking Lots are:

1. To develop a Beach Drive offering the public an opportunity to circulate around the parking lots, to which it will give access, and providing views into the beach, and access to drop-off points for all activity areas east of Crandon Boulevard;

2. To introduce effective yet natural looking access control measures between the Beach Drive and the picnic areas without cutting off views to the picnic areas and beach.

The present parking lot capacity shall not be expanded and all parking spaces shall be a minimum of 9 feet wide and 20 feet long or the appropriate size for the needs of the vehicles. The concrete walkways in the middle of the parking lot median strips shall be removed except as required by the Americans with Disability Act. The Parks Department shall make an effort to replace as much asphalt as possible in the parking spaces with concrete or similar material pavers which all allow for a maximum of water penetration (minimum permeability 70%). Hurricane Andrew (1992) destroyed many of the shade trees in the parking lots, and such trees shall be promptly replaced. The south portion of the South parking lot shall be planted with trees in accordance with the Landscape Guidelines and Standards.<sup>24</sup> During Tournaments and special events, beach and picnic patrons shall always be provided with adequate park access and parking. Overflow parking for large, special events can be accommodated off-site in places such as Virginia Key Beach or the Miami Marine Stadium.

Pedestrian crossings of the Beach Drive between the parking lots and the picnic areas, the mall or the beach shall be paved with material of different color and texture than that of the surface of Beach Drive to accentuate the crossing lane.

Drop off points shall be designated by signs which shall also prohibit parking (i.e. "DROP OFF ONLY --NO PARKING"). Coral rock boulders, wood bollards or other natural materials or vegetation shall be used to control access onto the picnic area and beach, from Beach Drive, without intruding on the Park's vistas or aesthetic qualities.

There shall be a Park building of no more than 900 square feet to provide information for visitors through displays and personal response to questions and requests for help. There shall be 10 toll-free parking spaces for visitors' vehicles.

The closing time for those portions of the Crandon Park Lands east of Crandon Boulevard shall be sundown (except for ball fields until January 1, 2005).

The field in the central allee shall remain open and the walkways shall be landscaped with coconut palms.<sup>25</sup> By no later than February 2000, the baseball fields, and back stops

---

<sup>24</sup> Landscape Guidelines and Standards, Landscape Sectionals p. 10, Appendix B.

<sup>25</sup> Landscape Guidelines and Standards, Landscape Sectionals p. 14, Appendix B.

shall be removed and the field shall be graded smooth and permitted to recover to a total grass cover and be used as a unlit multi-purpose sports field. Portable, temporary sports equipment for a variety of sports and games, including temporary baseball backstops, volleyball nets and soccer goals, a new low permanent backstop (maximum height 4') and landscaped hedges shall be permitted. All field lighting shall be removed by January 1, 2005.

The central allee when reestablished shall be developed with an enframement of coconut palms, the lines flaring out as they approach the beach to offer a wide view of sand and sea.

## **THE BEACH**

The Master Plan Landscape Plan enhances the Beach with the addition of many coconut palms, natural dune systems and vegetation, starting with just coconut palms at the central part of the Beach and becoming denser, with natural vegetation toward the north end of the Beach. These plantings serve to reduce the vast expanses of glaring sand and blur the boundaries between the picnic areas and the ocean. Single post thatched roof sunbrellas may also be appropriately placed along the beach.

The Master Plan retains the existing promenade, but removes the parapet along its west side after the new sand dunes have been established. Between the promenade and the shore, the Master Plan calls for the development of a series of overlapping dunes and dune plantings which, together with the planting of additional groups of coconut palms and with the existing retaining wall along the east side of the promenade, will reduce the inland drifting of the beach sand. Additional sets of steps or ramps shall be developed along the promenade at no more than 100-yard intervals. On the north end of the Beach, the pedestrian/bicycle recreation trail (10 foot wide) serves as a continuation of the promenade and service road.

Picnic locations in both the north and the south Beach areas occupy tree shaded areas on the Master Plan Site Plan. The picnic areas are conveniently served by drop-off points on the Beach Drive, where family members, picnic baskets and supplies may be discharged. In the picnic areas there shall be open tables and benches close to the promenade, and behind these, shelters (400 square feet) with tables and benches, where groups may gather without concern for rain showers. Shelters in the south picnic areas shall be sized for family groups (900 square feet), while those in the north picnic areas shall be larger (1600 square feet) to accommodate larger groups. Some of the shelters, located in the back, or west side, of the picnic areas may be on stilts, with access ramps for the handicapped. This will afford all

patrons equal visual access of the ocean and Beach. The shelters shall be simple structures, consistent with the unified South Florida Vernacular Architectural Style of the Park. As their need develops, new restrooms shall be constructed approximately nine hundred and fifty feet north of the south concession stand adjacent to the promenade.

The large, enclosed carousel at the south end of the south picnic area shall be rehabilitated. It will identify the south end of the picnic area. The adjoining roller skating rink, which may offer bicycle and skate rental, and bathrooms, shall also be rehabilitated. In the future, it may prove necessary to segregate the bicyclers and rollerbladers from the pedestrians in the more active park areas. A children's sandlot play area (1,600 square feet) may be built in the family area with play equipment and life size replicas of sea turtles, manatees, dolphins, alligators, and stingrays made of cement or fiberglass and painted in lifelike colors (no solid bright colors).<sup>26</sup> Another identical sandlot play area may also be placed in the picnic area, north of the Central Allee.

The Master Plan provides for tram stations near the entrance to the Botanical Garden, at the central allee and at the north end of Airline Road, near the fossilized mangrove reef. The tram several cars in length, shall run on the promenade and then northward on the easterly arm of the recreational trail, giving passengers a ride along the Beach frontage. In the future, a narrow gauge train may also run throughout the park.

Paths for bicycles and pedestrians (10 feet wide) are provided on the Master Plan Site Plan throughout the Park, serving both the east and west activity areas. On the east side of the Park the path begins at the Village of Key Biscayne, continues through Cabana Road and the promenade to the central allee, and thence to the north end, terminating at an overlook by the mangrove reef. Another bicycle path originates at the north beach parking lot and runs north behind a minimum thirty-foot wide vegetative buffer parallel to Crandon Boulevard terminating at the Bear Cut Bridge. Following modification to the Bear Cut Bridge, the bicycle path will continue on to Virginia Key.<sup>27</sup> The west side bicycle path originates at the Bear Cut Bridge, generally follows the Florida Power & Light Company power line right of way, and terminates at the south park boundary.

On the side of the existing pedestrian/bicycle path in the North Beach Area, there is a fitness course ('Fit-Core,' 'Vita Course,' 'Parcours,' or equal) with instructional signage and simple balancing beams, parallel bars, horizontal and vertical ladders, and similar

---

<sup>26</sup> See Architectural Standards Appendix A-14.

<sup>27</sup> See Bear Cut Bridge Appendix T.

equipment to help the participant undergo a planned fitness regimen. The elements of the course shall be restored as necessary.

The central allee recognizes the importance of the strong open-space connection of the east and west sides of the Park envisioned in the early Phillips master plans. The Importance of maintaining the openness of the central allee and the completely unobstructed vista it provides cannot be overemphasized. It shall be lined with coconut palms, densely planted so as to flare out as they approach the Beach.<sup>28</sup> The allee from Crandon Boulevard to the Atlantic Ocean shall contain no goal posts, backstops, lighting standards, flagpoles, umbrellas, life guard towers or anything which would obstruct the view and be incompatible with the design of the Master Plan and of the earlier Phillips plans. Any trees currently blocking the central allee's openness shall be relocated to other areas in the park. It would be acceptable to develop in the central allee a limited bed of low ground cover, with some open areas for passive activities.

The existing concession building at the Cabanas and at the north side of the central allee and existing restrooms on the Beach shall be rehabilitated conforming to the South Florida Vernacular Architectural Style which will characterize Crandon Park. A small mobile food vehicle painted with two compatible park colors and free of all exterior advertising and wording shall be permitted to travel the paved areas east of Crandon Boulevard. None of these concessions or any other buildings, or exterior vending machines shall have any advertising or promotional signs, flags or bulletin boards. Signage and flags to warn patrons of hazardous conditions shall be allowed. Restrooms, tram stations and the lifeguard station shall be marked with appropriate signage of modest size to identify their functions.

There shall be appropriately spaced lifeguard towers on the beach. The main lifeguard tower mounted on wooden piles and standing no higher than the existing towers shall house two desks and appropriate communication equipment. The towers shall be positioned on the beach to the north and south sides of the central allee vista. The character of the towers (several new ones having been recently installed) is pleasant, leaves no question as to their identity and they therefore need no signage except appropriately scaled symbols and chalkboards. Signage identifying lifeguards on duty or hazardous conditions will be allowed on the towers, as long as it conforms to the sign standards set forth herein. The lifeguards' dory shall be stored at the Crandon Marina or park caretaker's garage. Except for lifeguard and park maintenance vehicles, no motorized vehicles shall be permitted on the beach.

---

<sup>28</sup> See Appendix B Sectionals, p. 13.

The Parks Department shall be permitted to grant for a period not to exceed one year in each case, a lounge chair and/or beach umbrella concession for patrons of beach areas, provided however, that no concession shall be granted which permits more than 300 lounge chairs or 300 umbrellas to be located in the beach area in total, and further provided that such concession agreement shall provide that no umbrella or lounge chair shall be placed; (a) within an area 75 feet westward of the mean high tide line; (b) within 75 feet to the north and south of any concession stand; (c) eastward of any concession stand (i.e., creating an opening at least 150 feet wide from the concession stand to the ocean, (d) not more than 1,800 feet south of the center of the Central Allee; and (e) not more than 1,600 feet north of the center of the Central Allee. The concession agreement shall further provide that the Parks Department shall have the right at any time to reduce the number of lounge chairs or umbrellas, if in its sole and absolute discretion, the Parks Department determines that such lounge chairs or umbrellas detract from or interfere with public access to any area of the beach or to the ocean.

Benches shall be located at intervals of approximately 100 feet along the promenade for resting or viewing Beach activities.

Signage and or buoys shall be placed in coastal waters around the Crandon Park boundary at mutually visible intervals at a minimum of 1,000 feet offshore, indicating that no operating motors shall be allowed within such 1,000 feet outer perimeter surrounding Crandon Park, except at the wide central beach where markers will extend to the outer perimeter of the sandbar. The channels to and the anchorage at the Crandon Park Marina shall be properly marked. All boat access to turtle grass and the fossilized mangrove reef areas of the Bear Cut Preserve shall be prohibited. All restrictions shall be posted with signage and buoys. No boat or watercraft shall be offered for rental on the Crandon Park beach areas. Concession areas on Crandon Park Lands shall only be constructed or expanded as the Park patronage dictates.

Upon Adoption of the Master Plan, management practices shall be implemented for the Crandon Park beachfront and offshore swimming area so as to maintain the recreational beach and swimming area at its existing (January 1993) or an improved level. Management practices shall include the creation of a viable dune system to recreate a more natural beach habitat and reduce the loss of sand from the beach to other areas of the Park, and the implementation of the most economically feasible beach cleaning operations consistent with generally accepted practices, such as those in the State of Florida Beach Management Handbook, to meet the multiple objectives of debris removal and sand preservation. Adequate and fully functional restrooms, drinking fountains and showers shall be maintained along the entire picnic and beach area.

The County shall implement modifications or recreational enhancements to the shoreline drop off areas north and south of the attached sand bar. The placement of sand to shallow the existing north and south drop-off areas, and if appropriate, shall be undertaken within three years of the Adoption Date. An artificial reef snorkeling area in the south drop-off area to provide for a greater diversity of recreational opportunities within the Park shall be done within two years of the Adoption Date.

### **CRANDON PARK VISITORS' AND NATURE CENTER**

This Master Plan shall include the following specific provisions of the Settlement Agreement relating to the "Nature Center":

Nature Center. The Crandon Park Master Plan and the Declaration of Restrictions implementing such Master Plan shall limit the nature center now located on the Crandon Park lands to no more than 3 times the present square footage of such nature center, and any design for improvement of the present nature center shall conform to the design height and other limitations and criteria contained in the Crandon Park Master Plan.

The Park Visitors' and Nature Center shown on the Master Plan Site Plan shall be an elevated single story facility built in the South Florida Vernacular Architectural style. This facility shall have a visitor center with a maximum interior footprint of 2,050 square feet, and classroom with a maximum total interior footprint of 2,650 square feet. An open porch with a maximum width often feet may be placed around a maximum combined sized park visitors' and nature center of 4,700 square feet. The location of Park Visitors' and Nature Center, at the junction of the east and west branches of the bicycle and pedestrian trails, provides its staff control of access to the Bear Cut Preserve interpretive trails. The Visitors' Center shall include a desk/counter area staffed by approved volunteers, naturalists or Park Department/Crandon Park Nature Center naturalists to answer questions, a seven minute or longer audio/video presentation recounting the natural resources and history of Crandon Park, a photography display presentation, artifacts, a limited retail area providing brochures describing Crandon Park and other Dade County Park facilities, a staff office, storage area, and bathroom facilities. The Nature Center shall contain classrooms/laboratories and storage. In no event shall more than 500 persons be permitted admittance to the Nature Center classrooms throughout anyone day, and members of the public shall have access to all areas of the Nature Center after 2:30 p.m. on week days and all day on Saturdays, Sundays and holidays. The Visitors and Nature Center and restrooms shall be generously landscaped with tall, medium and short trees to soften their visual impact on the north, south

and west sides within one year of the buildings certificate of occupancy. Any directional sign designating the Visitors' and Nature Center shall read: "Crandon Park Visitors' and Nature Center," conforming in all respects with the Crandon Park Signage Guidelines and Standards, attached as Appendix O. At the entrance door to the Visitors' Center a sign, no larger than 12" x 14", shall read; "Visitors' Center," conforming in all respects to the Crandon Park Signage Guidelines and Standards, attached as Appendix O. At the entrance door of the Nature Center as sign, no larger than 12" x 14", shall read; "Marjory Stoneman Douglas Biscayne Nature Center", conforming in all respects with the Crandon Park Signage Guidelines and Standards, attached as Appendix O. The existing restroom on the beach nearby shall be removed and a new restroom built adjacent to the new Nature Center. A shelter (max. size 1,600 sq feet) shall be placed next to the fossilized area and another halfway in between the first shelter and the Nature Center on the Access Trail. A shade house, no larger than 1,000 square feet approximately 100 yards north of the Nature Center complex, will be administered by the Park's staff naturalists and will be used for propagation of native plant materials for the Bear Cut plant restoration project. The shade house shall be placed just inside the vegetation on the Bear Cut Preserve's southern vegetative edge. The shade house shall be removed after such restoration is complete, but in any event, the shade house must be removed by no later than 5 years after installation.

The self-releasing turtle hatchery on the Beach east of the shade house shall remain. Crandon Park Nature Center sponsored trips to gather turtle eggs at night may be conducted solely from the Nature Center's parking lot, and neither the Nature Center, the Visitors' Center nor anything else shall be used or illuminated during such activities.

### **BEAR CUT PRESERVE**

First impressions are lasting. It is extremely important that the Park entrance at Bear Cut be open, friendly, expansive, welcoming and accessible to the many amenities the Park has to offer, and that any barriers be completely invisible from the causeway, Bear Cut Bridge or Crandon Boulevard. The open shoreline (450') eastward of the Bear Cut Bridge shall be planted with red mangrove.

A salt marsh shall be developed within the area of Bear Cut Preserve designated on the Master Plan Site Plan. By dredging, the uplands will be restored to their former elevation below the water table, and by cutting a channel to the ocean, the resulting coastal wetlands can benefit from the resultant, necessary tidal flushing. This development will include the creation of one or more flushing channels to prevent stagnation within the pond



and maximize the ecological value of the marsh. The size and location of the channel(s) shall be based on the recommendations of coastal engineers with expertise in channel design, [see Appendix K]. The channels shall be located away from Crandon Boulevard, and shall be designed in an aesthetically pleasing manner compatible with the natural setting and shall meander to avoid long linear sections. All spoil from the excavations for the Bear Cut Preserve salt marsh shall be sold and/or removed from the Crandon Park Lands, or if such spoil will not have any damaging environmental effect on any natural feature, such spoil shall be deposited on the Crandon Park Lands in an appropriate location. If such spoil is sold, all proceeds shall be used to enhance Crandon Park Lands.

There shall be along the west side of the Bear Cut Preserve, a 10 feet wide recreational bicycle path extending northward from the west side of the North Beach parking lot to the Bear Cut Bridge. The bicycle path shall be separated from the Boulevard by a vegetative buffer no less than 30 feet wide. From the east side of Crandon Boulevard, the bicycle path shall be separated from the west side of the Bear Cut Preserve by a vegetative buffer and eight foot high fence. This path will originate at the north parking lot and proceed across the Bear Cut Bridge modified to accommodate the northbound bicycle path.<sup>29</sup>

The new channel created for the wetland restoration project, together with a parallel fence and buffer, will offer a formidable barrier to people seeking to enter Bear Cut Preserve from Crandon Boulevard and will require them to enter at the Park Visitors and Nature Center. The 8' high fence shall extend from the Bear Cut Bridge, south along Crandon Boulevard to a point opposite the Nature Center and may then proceed directly to the Nature Center. It shall be completely screened by heavy native planting, and shall be black in color.

In the coastal wetland restoration area there shall be several interpretive trails and overlook points --some even extending out into the wetlands on wooden piers or walkways to allow close observation of flora and fauna. These and other boardwalks shall be laid out by skilled naturalists and shall be marked with suitable, instructive but unobtrusive signage.

An asphalt tram trail (10' wide) may be built from the Nature Center northward to a turnaround point near the Mangrove Wetland area.

---

<sup>29</sup> See Appendix T.

An observation shelter with a maximum height of 25' above ground level and a restroom facility shall be located in the vicinity of the fossilized mangrove reef. No bicycles shall be permitted further north than the observation shelter.

Signage shall be installed offshore to prohibit boat access into the turtle grass area, as indicated on the Master Plan Site Plan. No more than 200 visitors per mile shall be permitted on the Bear Cut Preserve trail at one time. The Bear Cut Preserve shall be designated as a low noise area, where except for maintenance operations sounds shall not be permitted to exceed the decibel level (65 dB) of a normal conversation.

A majority of the Bear Cut Preserve shall be replanted and maintained with native species indigenous to Key Biscayne and to South Florida Barrier Islands within five years from the Adoption Date.

The Bear Cut Preserve shall be maintained free of all exotic vegetation in the restored wetland areas; all culverts shall be maintained for proper water flow and the perimeter chain link fence shall be maintained to ensure long-term habitat protection.

## **MASTER PLAN**

### **Priorities List**

All specified features and provisions of this Master Plan shall be implemented with reasonable expedition by the Dade County Parks and Recreation Department. The following specific provisions of this Master Plan shall, subject to the Settlement Agreement and availability of economic or other resources to complete them, be accomplished pursuant to the following order by category:

#### **CATEGORY ONE:**

Rehabilitate the large picnic table area at the North Beach.

Repair the sand drift walls and North Beach service road.

Install all significant signage and remove all non-significant signage.

Remove all sponsor signage from the Golf Course.

Delineate and protect all Park Preserve Land.

Implement the Landscape Guidelines and Standards for the entire Crandon Park Lands, and improve and maintain perpetually the visual screening of the Tennis Stadium in accordance with the Settlement Agreement.

Restore the Beach and establish landscaped sand dunes.

Complete the standardization of all lighting poles on Crandon Boulevard.

Implement the improvements to Crandon Marina.

Move the Coconut Palms (205 + -) and Gumbo Limbos from the median opposite the marina area to the median strip and roadsides to the south.

Modify and screen with landscape the golf course maintenance area.

Screen from view all utilities on the Golf Course and Tennis Center Site with Landscape Vegetation.

Modify the golf course clubhouse building with wheelchair access. Screen the park maintenance area with landscape material.

Remove immediately all debris, large trailers, chippers, bucket trucks and other park vehicles from The Tennis Center site.

Paint all utility ground covers park green with a color-coded shape (max. size 4 square inches) for each type of utility.

Paint all exposed guard posts around underground utilities a dark park green.

Install signage in the Tennis Center Clubhouse indicating the Public's access and usage to the Tennis Courts.

Install barriers South of the Tennis Center Clubhouse to prohibit automobiles from being parked in any tennis court area.

Install bollards to prohibit all vehicle traffic on the pedestrian walkway across the Crandon Boulevard median strip.

Remove the broken concrete from Pelican Point area and complete the Mangrove planting and the natural stone random rip-rap along the eastern end of the Pelican Point shoreline.

Remove the two large Concrete Pipes by the Old Bath House.

Remove all wood posts around the planters at the boat ramp and the bait and tackle shop.

Remove the rock boulders on the Golf Course and Beach Areas.

Remove all unnecessary white metal gates from the central allee area.

Designate the beach shelter by the south concession stand for the handicapped and provide suitable beach chairs as needed.

Except when located in existing roads, replace all survey stakes on the tennis center site with 3" galvanized pipe with two feet showing above ground and painted park green and three feet below ground encased in concrete.

Remove the telephone poles with cement platforms from the goat area in the old zoo.

Relocate all abandoned domestic and feral animals to areas other than the Crandon Park Lands.

Remove the westernmost Tennis court from the Calusa Mangrove Trail Area and modify the remaining courts for multiple uses with lines of contrasting colors.

Remove the pool tables from the restaurant/bar in the Golf Course Clubhouse.

Install "No Parking" signs along the western edge of the Marina parking lots. Remove the movie set north of the old north concession stand.

Complete a barrier fence on the Parks south boundary west of Crandon Boulevard and east of the Shopping Center.

#### **CATEGORY TWO:**

Connect all restrooms to the public sewer main in the median of Crandon Boulevard.

Install graywater irrigation system throughout the landscaped areas of Crandon Park and repair all water fountains.

Construct bicycle paths and nature walks in all designated Park areas.

Modify the Bear Cut Bridge to accommodate the northbound bicycle path.

Renovate and reorganize the group picnic tables on the beach.

Implement rehabilitation of the Crandon Park Gardens.

Plant a red mangrove screen along the shoreline East of the Bear Cut Bridge (approximately 450' in length).

Construct the Park Visitors and Nature Center.

Remove or modify all light poles over twenty five feet high and in particular those at the baseball diamonds, charter board dock, picnic shelter area, amusement area, golf course and tennis court areas.

**CATEGORY THREE:**

Reinstate the children's petting zoo in the Matheson Plantation area of the old zoo.

Install the median strips in the South Beach parking lot.

Remove the concrete sidewalks in the existing median strips of the Beach parking lots.

**CATEGORY FOUR:**

Renovate the existing Lifeguard Headquarters Building and build main tower on the beach as described in the Master Plan.

**CATEGORY FIVE:**

Construct dockmaster's office and modify buildings at the Marina.

**CATEGORY SIX:**

Construct the Crandon Boulevard intersections.

## BIBLIOGRAPHY

*Crandon Park: "The Next Fifty Years."* Dade County Park and Recreation Department 1989. Available at the Parks Department and the Dade County Public Library.

*Key Biscayne v. Dade County* (Tennis Center Usage Limitation -Dade County Resolution 415-95). Available at the Dade County Clerk's office.

*Bear Cut Preserve Environmental Restoration and Management Plans.* Prof. Juan A. Bueno, Florida International University, Spring 1992.

*Recreation, Park and Open Space Standards and Guidelines* by Roger A. Lancaster, National Recreation and Park Association, Alexandria, Virginia 22302, 1983.

*History of Dade County Park System 1929-1969, The First Forty Years* by A.D. Barnes & Jack McCormack, 1986 Dade County Park and Recreation Department. Available at the Dade County Public Library.

*Key Biscayne* by Joan Gill Blank, 1996 Pineapple Press, Sarasota, Florida ISBN 1-56164-096-4.

*Country Bumpkin* by Charles H. Crandon, 1975 Johnson Press, Miami, Florida. Available at the Dade County Public Library.

*Fairchild Tropical Gardens: a Memoir*, by William L. Phillips, .1959, Fairchild Tropical Garden, Miami, Florida.

William L. Phillips Papers, University of Miami Archives and Special Collections.

William L. Phillips Papers, 1885-1967, Historical Museum of Southern Florida.

*William Lyman Phillips: Florida's Pioneer Tropical Landscape Architect* by Faith Reyher Jackson, University Press of Florida, Gainesville, Florida, 1997.

## APPENDICES

|  |   |
|--|---|
| Architecture -The South Florida Vernacular Architectural Standards. .... | A |
| Crandon Park Lands -Landscape Guidelines and Standards.....              | B |
| Dade County Park Policy and Park Designations. ....                      | C |
| "Save Our Parks" Charter Amendment .....                                 | D |
| Commercial Imagery and Recording Rules .....                             | E |
| Matheson Family -Dade County Settlement Agreement (January 1993).....    | F |
| Tennis Center Survey and Settlement Agreement (Exhibit B).....           | G |
| Crandon Park Carrying Capacity Standards.....                            | H |
| West Point Preserve Protection Resolution and Agreement.....             | I |
| Crandon Park Natural Areas Protection Plan .....                         | J |
| Bear Cut Preserve Mitigation Plan .....                                  | K |
| Bear Cut Preserve Historical Surveys .....                               | L |
| Crandon Boulevard Historic Road Designation .....                        | M |
| Crandon Park Archaeological Zone .....                                   | N |
| Crandon Park Signage Guidelines and Standards .....                      | O |
| NRPA Park Maintenance Standards .....                                    | P |
| Aerial Photographs .....   | Q |
| Historic Crandon Park Plans .....  | R |
| U.S. Government Topographical Map (1947)                                 |   |
| U.S. Government Topographical Map (1988)                                 |   |
| William Lyman Phillips Plan (1942)                                       |   |
| Dade County Park Plan (1959)   |   |
| Current Park Plan (1993)   |   |



|  |   |
|--|---|
| Crandon Park History .....                               | S |
| Bear Cut Bridge Bicycle Path Modification .....          | T |
| Master Plan for the Gardens at Crandon Park (1987) ..... | U |
| County Park Permit Performance Evaluation .....          | V |
| Dade County Commission Master Plan Approval .....        | W |
| Crandon Park Master Plan 300' Scale Maps (2) .....       | X |

|   |           | <b>Attachment A</b> |        |        |        |        | RFP No. 00181 |
|---|-----------|---------------------|--------|--------|--------|--------|---------------|
| <b>SAMPLE PRO FORMA</b>                       |           |                     |        |        |        |        |               |
| Description                                   | Reference | Year 1              | Year 2 | Year 3 | Year 4 | Year 5 | TOTAL         |
| <b>Revenues</b>                               |           |                     |        |        |        |        |               |
| Fees/Revenues from Kiteboarding               |           |                     |        |        |        |        |               |
| Fees/Revenues from Kayak                      |           |                     |        |        |        |        |               |
| Fees/Revenues from Paddleboard                |           |                     |        |        |        |        |               |
| Fees from Other Sources                       |           |                     |        |        |        |        |               |
| Total Fees/Revenues                           |           |                     |        |        |        |        |               |
| Revenue from other concession items           |           |                     |        |        |        |        |               |
| Gross Sales Revenue from Fees and Concessions |           |                     |        |        |        |        |               |
| Other Revenues, as applicable                 |           |                     |        |        |        |        |               |
| Less Sales Tax Collected                      | n%        |                     |        |        |        |        |               |
| Net Sales Revenue                             |           |                     |        |        |        |        |               |
| <b>Expenses</b>                               |           |                     |        |        |        |        |               |
| Payroll                                       |           |                     |        |        |        |        |               |
| Payroll Costs                                 |           |                     |        |        |        |        |               |
| Taxes and Benefits                            | n%        |                     |        |        |        |        |               |
| Total Payroll Expenses                        |           |                     |        |        |        |        |               |
| <b>Cost of Goods</b>                          |           |                     |        |        |        |        |               |
| Total Cost of Goods                           |           |                     |        |        |        |        |               |
| <b>Operating Expenses</b>                     |           |                     |        |        |        |        |               |
| Corporate Overhead                            |           |                     |        |        |        |        |               |
| Insurance                                     |           |                     |        |        |        |        |               |
| Repair & Maintenance                          |           |                     |        |        |        |        |               |
| Utilities                                     |           |                     |        |        |        |        |               |
| Professional Services                         |           |                     |        |        |        |        |               |
| Misc Costs                                    | n%        |                     |        |        |        |        |               |
| Vehicle                                       |           |                     |        |        |        |        |               |
| Total Operating Expenses                      |           |                     |        |        |        |        |               |
| <b>Payment to County</b>                      |           |                     |        |        |        |        |               |

SAMPLE PRO FORMA



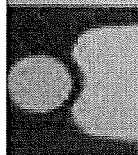
## Question and Answers for Solicitation #RFP-00181 - WATER SPORTS CONCESSION AT CRANDON PARK

### Overall Solicitation Questions

There are no questions associated with this Solicitation.

**WATER ACCESS FEES AT CRANDON AND  
MATHESON HAMMOCK PARKS**

**ATTACHMENT G**



Leyte-Vidal, David A. (DIST7)

FW: Kitesurfing Fees

To: Dylan, Melinda (DIST7)

From: Spencer, Melinda (CAO)

Sent: Wednesday, February 21, 2018 4:37 PM

To: Leyte-Vidal, David A. (DIST7) <[David.Leyte-Vidal@miamidade.gov](mailto:David.Leyte-Vidal@miamidade.gov)>

Subject: Kitesurfing Fees

Dear David,

In response to the issue regarding user fees for kitesurfing at Matheson Hammock, it appears that the fees are likely allowable. While access to the beach is covered by both the common law public trust doctrine, and protected by the Florida Constitution in Article 10 Section 11, courts have found in somewhat analogous circumstances that local governments are not prohibited from imposing reasonable user fees. See *City of Daytona Beach Shores v. State of Fla.*, 483 So.2d 405, 403 (Fla. 1985) ("We find the public trust doctrine, which declares that Florida's beach sovereignty lands must be accessible to the public, does not prohibit local governments from imposing reasonable use fees for motor vehicle access, so long as the revenue is expended solely for the protection and welfare of the public using that particular beach, as well as for improvements that will enhance the public's use of the sovereign property"). While *Daytona Beach* specifically addresses vehicular access under Fla. Stat. § 161.58, it could be argued that the collection of fees for kitesurfing is allowable if the fees are reasonable and are used for the protection and welfare of the public kitesurfing at that beach.

Please let me know if you have any further questions.

Melinda Spencer

Assistant County Attorney

Miami Dade County Attorney's Office

111 NW 1<sup>st</sup> Street, Suite 2810

Miami, Florida 33128

Tel: (305) 375-2345

Fax: (305) 375-6734

**WATER ACCESS FEES AT CRANDON AND  
MATHESON HAMMOCK PARKS**

**ATTACHMENT H**

28. **Assumption, Parameters, Projections, Estimates and Explanations:** The Licensee understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Licensee for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn there from; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Licensee. The Licensee accepts all risk associated with using this information.
29. **County Approval:** The Licensee agrees that it will obtain prior written approval from the County in all of the following matters:
- A. Changes from originally approved specifications, pricing, activities, signage, and graphics.
  - B. Aesthetics of the Concession.
  - C. Any use of the County's facilities or Concession's name.
  - D. Hours of Operation.
  - E. Uniforms to be used by employees shall be consistent with or better than those normally used by professionally-operated Concessions.
- Should any of the above items be disapproved, Licensee may offer alternative solutions. The County reserves the right with stated just cause to require the Licensee to change within a stated time any and all items contained in this paragraph it deems in need of change, despite previous approval of same.
30. **Hours of Operation:** Operating hours for the Concession are detailed in Appendix A, Scope of Services. The Licensee shall provide sufficient staff to provide outstanding service. The County, in its sole discretion, may require a change in hours of operation, if such a change is desirable in providing the best service to the public.
31. **Pricing:** Licensee shall maintain the pricing schedule for goods and services submitted with its Proposal, and as approved by the County. If the Licensee wishes to change its standard prices for goods and services, Licensee will provide to the County a schedule of such proposed changes not later than thirty (30) days prior to the intended implementation date, for approval or disapproval, at any time during the License Agreement term when price changes are contemplated. Pricing for special events or services shall be expeditiously approved by the County.
32. **Personnel:** The Licensee shall provide County with the name and telephone number of a management person of the Licensee who will be on call, at all times, for emergencies, or other matters related to the operations under this License Agreement. The Licensee shall ensure that all its personnel performing services under this License Agreement are courteous and cooperative and present a neat, clean, and professional appearance at all times. Failure of an employee to do so shall be grounds for the County to demand his or her removal from duties in the Concession. The Licensee shall ensure that all employees having public contact are able to understand and communicate in spoken English. Licensee's employees will not be considered agents of the County.

In the event the Licensee wishes to substitute personnel for the key personnel identified by



**WATER ACCESS FEES AT CRANDON AND  
MATHESON HAMMOCK PARKS**

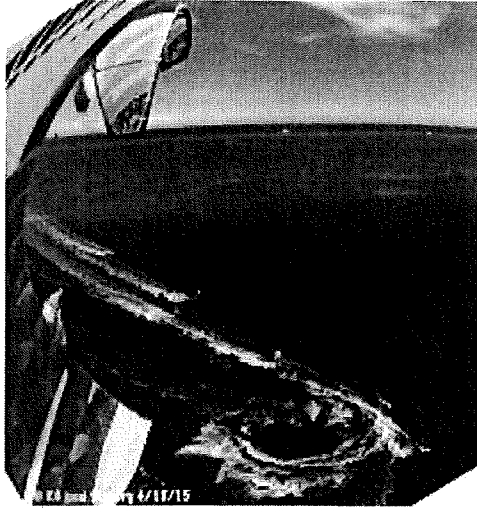
**ATTACHMENT I**

# MIAMI KITEBOARDING

Crandon Park - Miami Fl, USA

## SECTION 2 OPERATIONS

### viii. Kiteboarding Membership Club



The **MKB** Kiteboarding Club (the "Club") now has 148 active members. Only those kite boarders who are certified at IKO Level 3 and who have been evaluated via a written and practice test administered by **MKB**, can be admitted to the Club. Club members are permitted to ride at Crandon Park without instructor supervision.

Besides providing these expert boarders a fun and exciting opportunity to ride with their peers, it ensures the safety of all involved. Membership signup requires the creation of an online profile and opening of an account that permits a rider to sign-on via a phone or tablet. Within their profile, the

member's account has a copy of their signed liability waiver, emergency contact information, any medical conditions they may have and a signed copy of the kiteboarding rules and procedures, including the Zero Tolerance policy. The annual membership fee is \$200, which includes liability insurance coverage of a minimum of \$300,000 per occurrence as requested by Parks & Recreation.

### ix. Corporate & Group Events, Competitions

**MKB** has been very successful in marketing its programs and offerings to the Miami corporate world. **MKB's** group sessions are used as team building opportunities to reinvigorate employees or just provide some good outdoor family fun. Most corporate events participate



in kayaking, paddle boarding and **MKB's** mangrove tours. All events are tailored made for the particular group and achievement goal (improving self-confidence, team building, or just plain fun!). Set prices are not available since each event or competition is unique. These programs are estimated to generate \$28,000 in revenues for 2016.



**WATER ACCESS FEES AT CRANDON AND  
MATHESON HAMMOCK PARKS**

**ATTACHMENT J**

## **Fernandez-Proenza, Jacqueline**

---

**From:** Barcia, Daniel (MDPR)  
**Sent:** Thursday, March 15, 2018 3:46 PM  
**To:** Desvergunat, Jonathan (MDPR)  
**Subject:** FW: request to increase kiteboarding yearly pass rate at Crandon park

---

**From:** MKB [mailto:chris@miamikiteboarding.com]  
**Sent:** Sunday, January 07, 2018 11:40 PM  
**To:** Tyrrell, Jessica (MDPR) <Jessica.Tyrrell@miamidade.gov>; Desvergunat, Jonathan (MDPR) <Jonathan.Desvergunat@miamidade.gov>; Barcia, Daniel (MDPR) <Daniel.Barcia@miamidade.gov>  
**Subject:** request to increase kiteboarding yearly pass rate at Crandon park

Good morning Jessica & Jonathan ,

Following our discussion at your office this week , please find the request below to increase the current Yearly Pass , which should have ben included in the initial price list increase sent on February 9th of 2017 by my lawyer Ms Lilian Ser . See letter attached,

Quoting :

"Since the RFP process was delayed for so long and the lease is just now taking effect a year later, the prices provided in the original MKB Response need to be adjusted as a result of increased labor, insurance and equipment cost. "

Therefore we request the Yearly pass to increase from \$200 annual to \$250 . And to allow visitor kiteboarders to enjoy crandon kiting designated area , we are adding a Week Pass for \$100 and a Day Pass at \$40 ( Excluding the weekends because the limitations of 30 kites on the water will be most likely reached)

Those Passes have been key factors in permitting a successful control of the safety, and volume of kiteboarders at Crandon park , due to the Limitation of 30 kites at a time on the water imposed by the lifeguards at this very specific concession.

thank you to confirm at your earliest convenience that we can validate those rates .

Sincerely  
Best regards



**CHRISTOPHE RIBOT**  
President/Owner  
IKO Examiner  
Call: +1 (786) 897-8769  
chris@miamikiteboarding.com  
Office: +1 (305) 345-9974  
www.miamikiteboarding.com

**WATER ACCESS FEES AT CRANDON AND  
MATHESON HAMMOCK PARKS**

**ATTACHMENT K**

## IV. PROPOSER INFORMATION

### FINANCIAL INFORMATION

#### 20. Business Plan and Pro Forma Financial Statements

The details of our business plan are outlined throughout this bid proposal.

#### 5 Year Pro Forma Financial Statements:

| Adventure Sports, Inc. (ASI)<br>Grandon Park Concession<br>Pro Forma Financial Statements |                                  |            |                 |            |            |
|---|----------------------------------|------------|-----------------|------------|------------|
|   | Year 1                           | Year 2     | Year 3          | Year 4     | Year 5     |
| <b>Revenues</b>   |                                  |            |                 |            |            |
| Fees for Instruction  |                                  |            |                 |            |            |
| Kiteboarding  | \$ 109,440                       | \$ 114,912 | \$ 118,359      | \$ 121,910 | \$ 125,567 |
| Windsurfing   | 3,200                            | 3,360      | 3,461           | 3,565      | 3,672      |
|   | 112,640                          | 118,272    | 121,820         | 125,475    | 129,239    |
| Fees for Rentals  |                                  |            |                 |            |            |
| SUP   | 19,200                           | 20,160     | 20,765          | 21,388     | 22,029     |
| Kayak   | 24,000                           | 25,200     | 25,956          | 26,735     | 27,537     |
| Kite  | 18,000                           | 18,900     | 19,467          | 20,061     | 20,653     |
| Windsurf  | 6,720                            | 7,056      | 7,268           | 7,488      | 7,710      |
| Bicycle   | 8,400                            | 8,820      | 9,085           | 9,357      | 9,638      |
| Misc Equipment  | 3,600                            | 3,780      | 3,893           | 4,010      | 4,131      |
|   | 79,920                           | 83,916     | 86,433          | 89,026     | 91,697     |
| Fees for Other  |                                  |            |                 |            |            |
| Clinics/workshops   | 17,600                           | 18,480     | 19,034          | 19,605     | 20,194     |
| Kids camps  | 4,800                            | 5,040      | 5,191           | 5,347      | 5,507      |
| Corporate Events  | 7,200                            | 7,560      | 7,560           | 7,560      | 8,165      |
| Fees for OII Subtotal Other   | 29,600                           | 31,080     | 31,786          | 32,512     | 33,866     |
| Access Fees:  |                                  |            |                 |            |            |
| Daily use   | 3,840                            | 4,032      | 4,153           | 4,278      | 4,406      |
| Annual Fees   | 3,900                            | 4,095      | 4,095           | 4,095      | 4,423      |
|   | 7,740                            | 8,127      | 8,248           | 8,373      | 8,828      |
| Gross Service Revenue   | 229,900                          | 241,395    | 248,287         | 255,386    | 263,631    |
| Less sales tax collected:   | (15,040)                         | (15,792)   | (16,243)        | (16,708)   | (17,247)   |
| Net Service Revenue   | 214,860                          | 225,603    | 232,044         | 238,679    | 246,384    |
| Equipment Sales   | 34,450                           | 37,206     | 40,182          | 43,397     | 46,869     |
| Less sales tax collected:   | (2,254)                          | (2,434)    | (2,629)         | (2,839)    | (3,066)    |
| Net Sales Revenue   | 32,196                           | 34,772     | 37,554          | 40,558     | 43,803     |
| Total Net Revenue   | 247,056                          | 260,375    | 269,598         | 279,237    | 290,186    |
| <b>Expenses</b>   |                                  |            |                 |            |            |
| Payroll   |                                  |            |                 |            |            |
| Payroll Costs Instructors   | 125,216                          | 131,477    | 135,421         | 139,484    | 143,668    |
| Payroll taxes and Benefits  | 15,026                           | 15,777     | 16,251          | 16,739     | 17,240     |
| Total Payroll Expenses  | 140,242                          | 147,254    | 151,672         | 156,222    | 160,908    |
| Cost of Goods/Services  |                                  |            |                 |            |            |
| Total Cost of Goods/Services  | 24,115                           | 26,044     | 28,128          | 30,378     | 32,808     |
| Operating Expenses  |                                  |            |                 |            |            |
| Corporate Overhead/indirect expenses  | 4,000                            | 4,200      | 4,326           | 4,326      | 4,672      |
| Insurance   | 10,000                           | 10,500     | 10,815          | 11,139     | 11,474     |
| Repairs and Maintenance   | 3,000                            | 3,150      | 3,245           | 3,342      | 3,442      |
| Utilities   | 1,500                            | 1,575      | 1,622           | 1,671      | 1,721      |
| Phone, internet, POS  | 2,500                            | 2,625      | 2,704           | 2,785      | 2,868      |
| Misc. Costs   | 1,200                            | 1,260      | 1,298           | 1,337      | 1,377      |
| Vehicle   | 1,500                            | 1,575      | 1,622           | 1,671      | 1,721      |
| Depreciation  | 3,000                            | 3,150      | 3,245           | 3,342      | 3,442      |
| Total Operating Expenses  | 26,700                           | 28,035     | 28,876          | 29,613     | 30,717     |
| Net Profit/Loss before Payment to County  | 55,999                           | 59,042     | 60,922          | 63,024     | 65,752     |
| Payment to County   | (36,000)                         | (37,132)   | (37,916)        | (38,735)   | (39,666)   |
| Net Profit/Loss   | \$ 19,999                        | \$ 21,910  | \$ 23,007       | \$ 24,289  | \$ 26,087  |
|   | 8%                               |            |                 |            |            |
| <b>Expected Growth over Prior Year:</b>   |                                  |            |                 |            |            |
|   | Instruction and Equipment Rental |            | Equipment Sales |            |            |
| Year 2  | 5.0%                             |            | Year 2          | 8.0%       |            |
| Year 3  | 3.0%                             |            | Year 3          | 5.0%       |            |
| Year 4  | 3.0%                             |            | Year 4          | 5.0%       |            |
| Year 5  | 3.0%                             |            | Year 5          | 5.0%       |            |

■ New Revenue Activity to be added



**WATER ACCESS FEES AT CRANDON AND  
MATHESON HAMMOCK PARKS**

**ATTACHMENT I**

**MIAMI  
KITEBOARDING**  
Crandon Park - Miami Fl, USA

**SECTION 4  
FINANCIAL INFORMATION**

**4.5 Projected Income**

Below is the projected income for **Miami Kiteboarding** for the next five years. Future income was projected using historical data, expected growth in the kiteboarding sport, increased programming due to planned capital improvements and improved marketing and outreach programs.

**Miami Kiteboarding  
Projected Income/Gross Revenue**

|                                   | 2016             | 2017             | 2018             | 2019               | 2020                |
|-----------------------------------|------------------|------------------|------------------|--------------------|---------------------|
| Kiteboarding Lessons              | \$405,750        | \$450,000        | \$495,000        | \$ 545,000         | \$ 600,000          |
| Kayak, Paddleboard & Kite Rentals | \$ 48,000        | \$ 53,000        | \$ 59,000        | \$ 64,500          | \$ 70,500           |
| Kiteboarding Safaris              | \$ 45,000        | \$ 50,000        | \$ 55,000        | \$ 61,000          | \$ 68,000           |
| Kids Summer Camp                  | \$ 50,000        | \$ 55,000        | \$ 61,000        | \$ 67,000          | \$ 74,000           |
| Kiteboarding Membership           | \$ 39,000        | \$ 43,000        | \$ 47,500        | \$ 52,500          | \$ 58,000           |
| IKO Training Course               | \$ 45,000        | \$ 50,000        | \$ 55,000        | \$ 61,500          | \$ 68,000           |
| Corporate/Clinics/Competitions    | \$ 28,000        | \$ 31,000        | \$ 34,000        | \$ 37,500          | \$ 42,000           |
| Yoga SUP                          | \$ 2,000         | \$ 3,000         | \$ 3,500         | \$ 5,000           | \$ 6,500            |
| Sales - Equipment & Gear          | \$ 87,000        | \$ 96,000        | \$107,000        | \$ 118,000         | \$ 130,000          |
| Sales - Food & Beverage           | \$ 8,000         | \$ 10,000        | \$ 12,000        | \$ 16,000          | \$ 20,000           |
| <b>Total Income/Gross Profits</b> | <b>\$757,750</b> | <b>\$841,000</b> | <b>\$929,000</b> | <b>\$1,028,000</b> | <b>\$ 1,137,000</b> |





# MIAMI KITEBOARDING

Crandon Park - Miami FL, USA

## SECTION 4 FINANCIAL INFORMATION

### 4.6 Projected Annual Rent To Miami-Dade County

As per the License Agreement for the Watersport Concession at Crandon Park, the Guaranteed Monthly Rent to be paid to the County is to be \$2000 per month; percentage rent based on gross revenue is to 10% of gross sales. However, Miami Kiteboarding's has always been a good business partner to the County and wishes to continue that solid and profitable relationship. Therefore, Miami Kiteboarding pledges to pay the following:

Guaranteed Monthly Rent - \$2500 per month for years 2016 and 2017  
\$3500 per month for years 2018, 2019 and 2020

Percentage Fee Rent – 15% of monthly gross receipts

| <u>PROJECTED ANNUAL RENT TO COUNTY</u>            |             |             |             |             |             |
|---|-------------|-------------|-------------|-------------|-------------|
|   | <u>2016</u> | <u>2017</u> | <u>2018</u> | <u>2019</u> | <u>2020</u> |
| <b>GUARANTEED MONTHLY RENT</b>                    | \$ 30,000   | \$ 30,000   | \$ 42,000   | \$ 42,000   | \$ 42,000   |
| <b>PERCENTAGE FEE<br/>(15% of Gross Revenues)</b> | \$ 113,663  | \$ 126,150  | \$ 139,350  | \$ 154,200  | \$ 170,550  |
| <b>TOTAL RENT TO COUNTY</b>                       |             |             |             |             |             |
| Annual  | \$ 143,663  | \$ 156,150  | \$ 181,350  | \$ 196,200  | \$ 212,550  |
| Monthly   | \$ 1,282.70 | \$ 1,394.20 | \$ 1,619.20 | \$ 1,751.79 | \$ 1,897.77 |

Based on the above, at the end of the initial term in 2020, Miami Kiteboarding will pay Miami-Dade County close to \$900,000 in revenue.

Please see RFP Pro Forma and Payment Proposal Schedule (Form B-1) on next two pages.



# MIAMI KITEBOARDING

Crandon Park • Miami FL, USA

## SECTION 4 FINANCIAL INFORMATION

### MIAMI KITEBOARDING PRO-FORMA

|  |  |               |               |               |                 |                 |                 |
|--|--|---------------|---------------|---------------|-----------------|-----------------|-----------------|
| MIAMI KITEBOARDING ProForma                      |  |               |               |               |                 |                 |                 |
| Watersports Concession - Crandon Park            |  |               |               |               |                 |                 |                 |
| RFP No. 00181                                    |  |               |               |               |                 |                 |                 |
|  |  |               |               |               |                 |                 |                 |
|  |  |               |               |               |                 |                 |                 |
|  |  | 2016          | 2017          | 2018          | 2019            | 2020            | TOTAL           |
| Revenues   |  |               |               |               |                 |                 |                 |
| Fees/Revenues - Kiteboarding                     |  | \$ 405,750.00 | \$ 450,000.00 | \$ 495,000.00 | \$ 545,000.00   | \$ 600,000.00   | \$ 2,495,750.00 |
| Fees/Revenues - Kayak, Paddleboard & Kite Rental |  | \$ 48,000.00  | \$ 53,000.00  | \$ 59,000.00  | \$ 64,500.00    | \$ 70,500.00    | \$ 295,000.00   |
| Revenue from Other Sources                       |  |               |               |               |                 |                 |                 |
| Kiteboarding Safaris                             |  | \$ 45,000.00  | \$ 50,000.00  | \$ 55,000.00  | \$ 61,000.00    | \$ 68,000.00    | \$ 279,000.00   |
| Kiteboarding Membership                          |  | \$ 39,000.00  | \$ 43,000.00  | \$ 47,500.00  | \$ 52,500.00    | \$ 58,000.00    | \$ 240,000.00   |
| Kids Watersports Camp                            |  | \$ 50,000.00  | \$ 55,000.00  | \$ 61,000.00  | \$ 67,000.00    | \$ 74,000.00    | \$ 307,000.00   |
| IKO Training Course                              |  | \$ 45,000.00  | \$ 50,000.00  | \$ 55,000.00  | \$ 61,500.00    | \$ 68,000.00    | \$ 279,500.00   |
| Corporate Events/Clinics/Competitions            |  | \$ 28,000.00  | \$ 31,000.00  | \$ 34,000.00  | \$ 37,500.00    | \$ 42,000.00    | \$ 172,500.00   |
| SUP Yoga   |  | \$ 2,000.00   | \$ 3,000.00   | \$ 3,500.00   | \$ 5,000.00     | \$ 6,500.00     | \$ 20,000.00    |
| Total Fees/Revenues Watersports                  |  | \$ 662,750.00 | \$ 735,000.00 | \$ 810,000.00 | \$ 894,000.00   | \$ 987,000.00   | \$ 4,088,750.00 |
| Revenue - Retail Sales                           |  |               |               |               |                 |                 |                 |
| Equipment & Gear                                 |  | \$ 87,000.00  | \$ 96,000.00  | \$ 107,000.00 | \$ 118,000.00   | \$ 130,000.00   | \$ 538,000.00   |
| Food & Beverage                                  |  | \$ 8,000.00   | \$ 10,000.00  | \$ 12,000.00  | \$ 16,000.00    | \$ 20,000.00    | \$ 66,000.00    |
| Total Fees/Revenues                              |  | \$ 757,750.00 | \$ 841,000.00 | \$ 929,000.00 | \$ 1,028,000.00 | \$ 1,137,000.00 | \$ 4,692,750.00 |
| Expenses   |  |               |               |               |                 |                 |                 |
| Payroll (W2& 1099)                               |  | \$ 368,000.00 | \$ 441,000.00 | \$ 494,000.00 | \$ 519,000.00   | \$ 583,000.00   | \$ 2,405,000.00 |
| Cost of Goods                                    |  | \$ 40,600.00  | \$ 49,100.00  | \$ 57,500.00  | \$ 60,300.00    | \$ 67,400.00    | \$ 274,900.00   |
| Operating Expenses                               |  |               |               |               |                 |                 |                 |
| Summer Camp/Misc Events/SUP Yoga                 |  | \$ 18,900.00  | \$ 22,000.00  | \$ 24,750.00  | \$ 28,200.00    | \$ 36,000.00    | \$ 129,850.00   |
| Utilities/Insurance                              |  | \$ 18,132.00  | \$ 20,200.00  | \$ 23,350.00  | \$ 24,600.00    | \$ 26,450.00    | \$ 112,732.00   |
| Equip Maintenance & Storage                      |  | \$ 13,840.00  | \$ 17,000.00  | \$ 19,000.00  | \$ 19,000.00    | \$ 22,000.00    | \$ 90,840.00    |
| Certifications/Licenses                          |  | \$ 6,095.00   | \$ 7,200.00   | \$ 8,400.00   | \$ 8,500.00     | \$ 8,500.00     | \$ 38,695.00    |
| Professional Services                            |  | \$ 10,600.00  | \$ 5,750.00   | \$ 5,900.00   | \$ 6,000.00     | \$ 6,150.00     | \$ 34,400.00    |
| Miscellaneous Expenses                           |  | \$ 6,000.00   | \$ 7,000.00   | \$ 8,000.00   | \$ 9,000.00     | \$ 10,000.00    | \$ 40,000.00    |
| Parking/Tolls/Gas                                |  | \$ 5,500.00   | \$ 6,200.00   | \$ 6,800.00   | \$ 7,500.00     | \$ 8,250.00     | \$ 34,250.00    |
| Credit Card Fees                                 |  | \$ 10,000.00  | \$ 11,000.00  | \$ 12,000.00  | \$ 13,000.00    | \$ 14,000.00    | \$ 60,000.00    |
| Marketing/Advertising                            |  | \$ 9,400.00   | \$ 9,400.00   | \$ 9,400.00   | \$ 9,400.00     | \$ 9,400.00     | \$ 47,000.00    |
| Dining/Travel/Entertainment                      |  | \$ 3,000.00   | \$ 4,000.00   | \$ 4,000.00   | \$ 5,000.00     | \$ 7,500.00     | \$ 23,500.00    |
| Charitable Donations                             |  | \$ 15,000.00  | \$ 15,000.00  | \$ 15,000.00  | \$ 15,000.00    | \$ 15,000.00    | \$ 75,000.00    |
| Taxes  |  | \$ 10,010.00  | \$ 11,340.00  | \$ 12,460.00  | \$ 13,825.00    | \$ 5,435.00     | \$ 53,070.00    |
| Total Operating Expenses                         |  | \$ 535,077.00 | \$ 626,190.00 | \$ 700,560.00 | \$ 738,325.00   | \$ 819,085.00   | \$ 3,419,237.00 |
| Payment to County                                |  |               |               |               |                 |                 |                 |
| Guaranteed Monthly Rent                          |  | \$ 30,000.00  | \$ 30,000.00  | \$ 42,000.00  | \$ 42,000.00    | \$ 42,000.00    | \$ 186,000.00   |
| Percentage of Monthly Gross Receipts             |  |               |               |               |                 |                 |                 |
| Amount   |  | \$ 113,662.50 | \$ 126,150.00 | \$ 139,350.00 | \$ 154,200.00   | \$ 170,550.00   | \$ 703,912.50   |
| Total Payments to County                         |  | \$ 143,662.50 | \$ 156,150.00 | \$ 181,350.00 | \$ 196,200.00   | \$ 212,550.00   | \$ 889,912.50   |
|  |  | 0             |               |               |                 |                 |                 |
| Net Profit or (Loss)                             |  | \$ 79,010.50  | \$ 58,660.00  | \$ 47,090.00  | \$ 93,475.00    | \$ 105,365.00   | \$ 383,600.50   |

