

Memorandum



Date: September 9, 2026

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

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: Resolution approving a Programming Partnership Operating Agreement between the County and the University of Miami for operation of a coral production facility and coral reef educational conservation programming on a portion of a County-owned park located within Virginia Key

RTRC
Agenda Item No. 3(A)

Executive Summary

The purpose of this item is to gain approval from the Board of County Commissioners (Board) to waive competitive bidding procedures pursuant to Section 26-34 of the Miami-Dade County (County) Code applicable to programming partnerships and Section 5.03(D) of the Home Rule Charter, in order to approve a Programming Partnership Operating Agreement (Agreement) between the County and the University of Miami (UM), a Florida nonprofit corporation, on behalf of its Rosentiel School of Marine, Atmospheric, and Earth Science by a two-thirds vote of the Board members present for operation of a Coral Production Facility (UM Facility) and educational conservation programming located on a portion of County-owned park land within Virginia Key (Park Property).

This agreement would allow for the mutual goals of UM, the County, and the Parks, Recreation and Opens Spaces Department (PROS) with respect to coral reef restoration, coastal resiliency, especially within parks, and public conservation education. Under this agreement, UM will fully fund, construct, maintain, and operate the Coral Production Facility within the County-owned site, which includes equipment necessary for aquaculture and coral production, to propagate coral for reef restoration in support of Miami-Dade County's coastal resilience initiatives. UM will install a significant portion of the corals within the County's submerged lands, prioritizing PROS's coastal parks, and protecting the County's waterfront shorelines and beaches.

As part of the program partnership benefits of the Agreement, PROS will receive access to UM's scientific expertise for curriculum, staff development, and collaborative program planning. UM will collaborate with PROS to develop an environmental K-12 education curriculum; provide conservation educational materials for PROS programming, such as field trips and camps; offer staff training and mentorship; offer internship program collaboration via PROS's Fit-to-Lead Program; and provide future programmatic hosting opportunities related to marine coastal ecology and coral reef conservation education. This will allow students and staff to experience and learn firsthand about coral and coral reefs and conservation and restoration work.

Recommendation

It is recommended that the Board waive competitive bidding procedures pursuant to Section 26-34 of the Miami-Dade County (Code) applicable to programming partnerships and Section 5.03(D) of the Home Rule Charter, in order to approve a Programming Partnership Operating Agreement (Agreement) between the County and UM, a Florida nonprofit corporation, by a two-thirds vote of

the Board members present for the operation of and educational programming at a coral production facility located within a portion of County owned park land within Virginia Key. The Agreement would allow UM to operate the UM Facility within the Park Property to produce corals in support of advancing the mutual goals of UM and PROS and the County with respect to coral reef restoration, coastal resiliency, especially within parks, and public conservation education.

Scope

The Park is located within a 0.556 acre- portion of County-Owned Park land within Virginia Key, located at 4441 Rickenbacker Causeway, Folio: 30-4217-001-0020, within County Commission District 7, which is represented by Commissioner Raquel A. Regalado. The Park serves all residents of Miami-Dade County therefore, the scope is county-wide.

Fiscal Impact/Funding Source

There is no fiscal impact to the County. At their sole cost and expense, UM will fund the development of facilities for coral production, out planting of coral, and restoration of County land. PROS will maintain ownership of the land.

Term

This agreement shall expire on June 30, 2050, unless earlier terminated. The program partnership Coral Reef Educational Program curriculum shall be provided within 6 months of initiation, at no cost to PROS. UM shall host yearly coral conservation trainings for PROS Naturalists staff; and at a minimum UM shall host two interns in collaboration with PROS's Fit-to-Lead Program.

Track Record/Monitor

Alissa Turtletaub, Park Land Acquisition and Property Asset Manager in the Parks, Recreation and Open Spaces Department Planning, Design and Construction Excellence Division will oversee the execution of the agreement and Christopher Bumpus, Chief of Conservation, will monitor and track the development of the Coral Reef Educational Program and Program Partnership component of the Agreement. PROS maintains full County approval over programming, signage, changes in operations, and compliance. PROS will participate in an annual performance review of UM and receive required documentation from UM; such as staff lists, compliances affidavits, and research reports.

Delegation of Authority

The County Mayor or County Mayor's designee shall have the authority to execute the Agreement and exercise all rights therein, including termination.

Background

The University of Miami's Rosentiel School of Marine, Atmospheric, and Earth Science seeks to expand their existing coral reef restoration and research operation to propagate corals in order to enhance and rebuild reefs primarily within the County, prioritizing PROS coastal parks.

Coral reefs are critical ecosystems that support valuable commercial and recreational fishing, tourism industries, and protect coastlines from storm surge and wave impacts. NOAA has estimated that coral reefs in southeast Florida have an asset value of \$8.5 billion, generate \$4.4 billion/year in local sales, \$2 billion/year in local income, and support 70,400 jobs.

These reefs face significant threats from local environmental impacts and development, climate change, and disease. This Agreement creates a partnership between PROS and UM to help protect the coral resources. The Agreement would allow UM to operate the UM Facility within the Park Property to produce coral in support of coral reef restoration efforts, strengthening coastal resiliency by prioritizing County parks, and advancing the mutual goals of UM and PROS, and the County with respect to protecting the County's waterfront shorelines and beaches, building coastal resilience, maintaining a habitat for marine species, and by providing educational programming for PROS, related to coral reef restoration and conservation education.

Attachments

A handwritten signature in black ink, reading "Roy Coley", written over a horizontal line.

Roy Coley
Deputy Mayor

PROGRAMMING PARTNERSHIP OPERATING AGREEMENT

THIS PROGRAMMING PARTNERSHIP OPERATING AGREEMENT (the "Agreement") made and entered into as of this _____ day of _____, 202__ ("Agreement Effective Date"), by and between the University of Miami, a Florida not for profit corporation, on behalf of its Rosenstiel School of Marine, Atmospheric, and Earth Science, having its principal office at 5187 Ponce De Leon Boulevard, Coral Gables, Florida 33146, (hereinafter referred to as the "Operator"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County")

WITNESSETH:

WHEREAS, the County owns park land on Virginia Key adjacent to the boundary with the City of Miami's Historic Virginia Key Beach Park, which lands are administered by the County's Parks, Recreation and Open Spaces Department, (the "Department" or "PROS"); and,

WHEREAS, the Operator has an existing lease agreement with the County on adjacent County-owned property assigned to PROS, folio 30-4217-001-0020; and,

WHEREAS, the Operator seeks to enter into a Programming Partnership Operating Agreement to include a portion of the land as described in Exhibit A, Folio 30-4220-000-0010 ("Operating Agreement Area"); an approximately 24,222 square foot area or 0.556 acres, for the propagation of corals for reef restoration and coastal resilience initiatives in Miami-Dade County including within Miami-Dade County Parks; and

WHEREAS, accordingly, it is the intent of this Agreement that a significant portion of the propagated coral produced by the Operator be utilized in restoration efforts in Miami-Dade County, prioritizing County coastal parks, and protecting the County's waterfront shorelines and beaches, building coastal resilience, supporting recreational opportunities, and maintaining a habitat for marine species; and

WHEREAS, this Agreement with the Operator will benefit PROS and the community by collaborating with PROS to develop environmental education curriculum, provide conservation educational materials for PROS programming, offer staff training and mentorship, offer internship program collaboration, and provide future programmatic hosting opportunities related to marine coastal ecology and coral reef conservation education.

WHEREAS, coral reefs are critical ecosystems that support valuable commercial and recreational fishing and underpin Florida's critical tourism and fishing industries; and

WHEREAS, the National Oceanic and Atmospheric Administration estimates that coral reefs in southeast Florida have an asset value of \$8.5 billion, generate \$4.4 billion/year in local sales, \$2 billion/year in local income, and support 70,400 jobs; and

WHEREAS, in addition, these Florida's coral reefs play an important role in protecting coastlines from storm surge and wave impacts, providing \$355 million in avoided flooding damage and protecting \$320 million worth of economic activity in Florida from storm-related flooding each year (figures stated in 2010 dollars; a total that is equivalent to \$977 million in 2025); and

WHEREAS, indeed, studies have demonstrated that coral reefs protect beaches from erosion, reducing the loss of beach volume during storms events by as much as 97%; and

WHEREAS, Florida's coral reefs extend over 350 nautical miles from the Dry Tortugas to the St. Lucie Inlet in Martin County, and these reefs provide a habitat for species that are valuable to commercial and recreational fisheries, serve as a new frontier for biomedical research, attract tourists who bolster Florida's economy, and protect Florida's coastlines and parks from storms and flooding; and

WHEREAS, the Operator's coral reef restoration efforts are intended to protect and restore existing reefs and supply the necessary infrastructure to help build additional reefs to increase coastal protection through the latest science-based reef restoration approaches, providing benefit to the County's coastlines and beaches, some of which are among the inventory of parks managed by the Department; and

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

1. **Definitions:** The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:
 - A. "Agreement" shall mean collectively these terms and conditions, and all associated addenda and attachments, and all other attachments hereto and all amendments issued hereto.
 - B. "Contract Date" shall mean the date on which this Agreement is effective, which shall be immediately following final execution of this Agreement.
 - C. "Contract Manager" or "Park Manager" shall mean Miami-Dade County's Director, Department of Parks, Recreation and Open Spaces, or the duly authorized representative.
 - D. "Coral Production Facility" shall mean the proposed improvements and equipment necessary for the purposes of coral propagation and aquaculture within the Operating Agreement Area.
 - E. "Miami-Dade County Coral Reef Educational Program" shall be the educational outreach program operated by the University of Miami Rosenstiel School of Marine, Atmospheric, and Earth Science (Rosenstiel)
 - F. "Days" to mean Calendar Days.
 - G. "Deliverables" shall mean all documentation and any items of any nature submitted by the Operator to the Department's Contract Manager for review and approval pursuant to the terms of this Agreement.
 - H. "'Hazardous Materials" shall mean the presence of hazardous material or contaminate as defined in Section 24-5 of the Code of Miami-Dade County or contaminant or hazardous substance as defined in Florida Statutes F.S 376.301 or F.S 403.031 or solid waste or debris of any kind.

- I. "Operating Agreement Area" shall mean the area delineated in Exhibit "A".
 - J. "Operator" shall mean University of Miami, on behalf of its Rosenstiel School of Marine, Atmospheric, and Earth Science, having its principal office at 5187 Ponce De Leon Boulevard, Coral Gables, Florida 33146.
 - K. "Program Partnership Scope of Services" shall be the collectively agreed upon terms and conditions for the programming partnership between PROS and the Operator, attached hereto as Exhibit "B".
 - L. 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 Contract Manager; and similarly the words "approved," "acceptable," "satisfactory," "equal," "necessary," or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Contract Manager.
 - M. "Work," "Services," "Program," or "Project" to mean all matters and things required to be done by the Operator in accordance with the provisions of this Agreement.
2. **Park Services:** The Operator shall develop a park service facility for growing and propagating coral (the Coral Production Facility) and conduct marine related activities of the Rosenstiel School of Marine, Atmospheric, and Earth Science including related aquaculture activities within the Operating Agreement Area. Operator shall have the right and obligation to operate and use the Coral Production Facility in accordance with the requirements set forth in this Agreement for the benefit of the public and in furtherance of the County's conservation, sustainability, resilience, and educational initiatives and goals. The Operator shall propagate corals for the installation and restoration of coral reefs, of which a significant portion shall be planted within Miami-Dade County, prioritizing County coastal parks.
3. **Programming Partnership:** The Operator shall provide conservation educational programming and related activities in support of coral reef restoration in accordance with the Programming Partnership Scope of Services, hereto attached as Exhibit "B", during the Term, as such term is defined in Paragraph 11 herein. The County shall have the right, without limitation, to monitor the quality of the work of the Operator. Except as otherwise set forth herein, Operator shall not provide any non-educational programming without the prior written approval of the Department and such approval shall be granted or denied in the sole and absolute discretion of the Department, provided however that the foregoing shall not prohibit Operator to provide tours of the facility to selected groups and individuals. Any provisions of programs not specifically authorized by this Agreement shall constitute grounds for the Department to deliver written notice to the Operator to immediately discontinue the unapproved programs. Operator shall always conduct its activities in accordance with this Agreement and all applicable laws, including, without limitation, Article 7 of the Home Rule Charter.
4. **County Access:** The County reserves the right to access the Operating Agreement Area at any time for safety, security, or emergency reasons, but not to unreasonably impact the operations of the Operating Agreement Area. At no time should the operation of the Operating

Agreement Area impede the use and enjoyment of the rest of the Historic Virginia Key Beach by the public.

5. **Operations:** Except when and to the extent untenable by reason of damage by fire or other casualty, Operator shall provide programming and services within the Operating Agreement Area in accordance with the Program Partnership Scope of Services in Exhibit B and will have within the Operating Agreement Area adequately trained personnel for efficient service. Operator shall not discriminate against any person in the participation of the community in its activities. Operator shall conduct its activities by being as inclusive as possible of the community.
6. **Limitations on Services and Use:** Subject to Operator's obligations and rights to use the Operating Agreement Area for the purposes specified in Paragraph 2, Operator shall not suffer or permit the Operating Agreement Area 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) constitute a public or private nuisance; (iii) impair the appearance of the Operating Agreement Area; (iv) impair or interfere with the public use and enjoyment of the park areas outside of the Operating Agreement Area; or (v) impair any of the Operator's other obligations under this Agreement; or (vi) violate Article 7 of the Charter.
7. **Governmental Approvals:** If any governmental license or permit shall be required for the proper and lawful conduct of Operator's activity within the Operating Agreement Area or any part thereof, and if failure to secure such license or permit would in any way materially and adversely affect the County, then the Operator, at its expense, shall procure and thereafter maintain such license or permit and submit a copy of the same to the County. Operator shall at all times comply with the terms and conditions of each license and permit.
8. **Nature of the Agreement**
 - A. The Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representation or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.
 - B. The parties agree and understand that this agreement shall not be construed to provide any property rights or interest in the property including but not limited to a leasehold agreement.
 - C. The Operator shall provide the work required of it as set forth in this Agreement and render full and prompt cooperation with the County in all aspects of the work performed hereunder.

- D. The Operator acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all work required of it under this Agreement. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by the Agreement, and the Operator shall perform the same as though they were specifically mentioned, described and delineated.
- E. The Operator shall furnish all labor, materials, tools, supplies, and other items required to perform the work necessary for the completion of this Agreement.
- F. The Operator acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Operator agrees to provide input on policy issues in the form of recommendations. The Operator agrees to implement all changes in providing work hereunder as a result of a policy change implemented by the County, provided however that Operator shall retain complete decision-making authority over the out locations of the corals that are propagated at the Coral Production Facility, in line with the intent of the Agreement that a significant portion of the propagated coral produced by the Operator be utilized in restoration efforts in Miami-Dade County, prioritizing County coastal parks. The Operator agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.
9. **Non-exclusivity:** The services, rights and obligations to be provided by the Operator and the County under this Agreement relating to the Coral Production Facility, Miami-Dade County Coral Reef Educational Program, and Operating Agreement Area are exclusive as to the Parties hereto. The County retains the right to enter into other non-competing agreements with third parties that do not interfere with the Operator's services, rights and obligations.
10. **Exhibits:** The Appendices listed in this Paragraph and attached to this Agreement are hereby incorporated in and made a part of this Agreement:
Exhibit A- "Operating Agreement Area" Survey
Exhibit B- Program Partnership Scope of Services
11. **Term:** This Agreement shall expire on June 30, 2050, unless earlier terminated.
12. **Option to Renew:** Provided that Operator is not in default under this Agreement, Operator shall have the option to renew the term of this Agreement for one (1) additional renewal term of twenty-five (25) years. The Operator shall exercise its option to renew by giving the County written notice not later than six (6) and not earlier than twelve (12) months prior to the expiration of the then-current Term. If the Operator fails to exercise its option in the time period or in the manner provided herein, such option shall be deemed to have lapsed, terminated and shall be of no further force or effect without any further action or notice required on the part of County. All terms and conditions of this Agreement shall remain in full force and effect during any renewal Term. If the Operator exercises its options as set forth herein, the Termination Date shall be the last day of the renewal term then in effect, unless sooner terminated as provided herein. The initial term of this License, as extended by any renewal term, if applicable, shall hereinafter be referred to as the "Term."
13. **Operating Agreement Fee:** During the term of this agreement the Operator shall pay the COUNTY the total annual rental of Ten Dollars and No/100 (\$10), payable in advance annually on the anniversary date to the Board of County Commissioners, c/o Parks, Recreation and

Open Spaces Department, 275 NW 2nd Street, Third Floor, Miami, Florida 33128, or at such other place and to such other person as COUNTY may from time to time designate in writing.

14. Termination for Convenience: The County may terminate this Agreement with or without cause upon one hundred twenty (120) days written notification to the Operator

15. Reporting Requirements: Annual evaluations are to take place in-person between the Operator and PROS Director or his/her designee. At this time, both parties will be able to discuss any issues or concerns that have occurred over the previous year.

- A. Operator shall complete the affidavit confirming compliance with the Shannon Melendi Act, codified in Chapter 26, Article III of the Miami-Dade County Code; and Chapter 2014-8, amending Section 942.0438, Florida Statutes, on a yearly basis.
- B. Operator shall complete the affidavit confirming compliance with the Americans with Disabilities Act of 1990, codified in Chapter 2, Article I, section 2-8.1.5 of the Miami-Dade County Code and Resolution R-182-00 amending R-385-95.
- C. Operator shall provide a list of all Officers, Directors, Managers, Staff, and Volunteers working at the Coral Production Facility and Coral Futures Lab on a yearly basis or earlier, if and when updated by the Operator.
- D. Operator shall provide proof of U.S. Internal Revenue Service tax-exempt status under Sec 501(C)(3) of the I.R.C., proof of incorporation as a not-for-profit organization in the State of Florida.
- E. Operator shall provide on an annual basis to PROS, number of public programs per year, number of participants per program, and total number of attendants per year.
- F. Operator shall provide current Certificates of Insurance (COI) thirty (30) days prior to expiration.
- G. Operator shall provide annually: review of completed background checks against staff list.

Upon review of documents obtained, the Department shall notify Operator in writing of non-compliant elements. The Operator shall resolve all non-compliant issues within thirty (30) days of notification.

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

17. Condition of Coral Production Facility: Following installation of furnishings, fixtures, and equipment necessary for the operation of the Coral Production Facility by the Operator described in Paragraph 25, Operator hereby agrees to maintain the Coral Production Facility in a commercially reasonable and appropriate manner, with at least the same level of care as it maintains its other real property locations and in a same or better condition as the

Department maintains its park service facilities (on average) at other park locations, excepting only reasonable wear and tear arising from the use thereof under this Agreement.

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

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

- A. Material changes from originally approved activities.
- B. Any use of the County's or the Park's name.
- C. The Operator shall install signage visible to the public acknowledging the County, including the County logo and PROS department name. The nature, size, shape and installation of Operator's signs within the Operating Agreement Area or on or adjacent to the Coral Production Facility must be approved in writing by PROS and such approval shall be granted or denied in the sole and absolute discretion of the Department. Signage must include Miami-Dade County logo and Department name. Said signage must also be approved by all governmental authorities having jurisdiction and must conform to Article 7 of the Charter. Any requests for changes must be made in writing to the Department and approved prior to installation. All signs shall be removed by the Operator at termination of this Agreement and any damage or unsightly condition caused to the Coral Production Facility because of or due to said signs shall be satisfactorily corrected or repaired by Operator. Material changes from signage and graphics must be approved by PROS.

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

20. County's Rights and Responsibilities: The County shall have the right but not the obligation to conduct an annual performance review at the end of each Agreement year to ensure adherence to contractual requirements as deemed applicable by the County.

21. Operator's Manager/Designee: Throughout the term of this Agreement, the Operator shall employ a qualified full-time Manager or Managers having experience in the management of this type of operation, who shall be available during normal business hours and reasonably on-call at all times, and be delegated sufficient authority to ensure the competent performance and fulfillment of the responsibility of the Operator under this Agreement and to accept service of all notices provided for herein. The Operator's Manager shall coordinate with PROS Operations staff regarding programming, events and on-going operational matters pertaining to the Coral Production Facility and Miami-Dade County Coral Reef Educational Program.

22. Equipment and Utilities: The Operator, at its sole cost shall provide all equipment and utilities required for the Operator to fulfill its obligations as set forth in this Agreement. The

expenses of all utilities and maintenance within the Operating Agreement Area and the Coral Production Facility are the sole responsibility of the Operator:

- A. Operator shall keep the Operating Agreement Area and Coral Production Facility, and related operating equipment clean at all times.
- B. Operator shall ensure maintenance and necessary repairs are done for all Coral Production Facility and equipment exclusively serving the Facility, which includes the proposed improvements within the Operating Agreement,
- C. Janitorial services and pest control services within the Operating Agreement Area.
- D. Landscape maintenance services within the Operating Agreement Area.
- E. Removal and disposal of all types of waste generated by the Operator within the Operating Agreement Area.
- F. Opening/closing of the Operating Agreement Area and Coral Production Facility.
- G. All utilities including, but not limited to, telecommunications services; electrical service utilities, water and sewer, and any other utilities serving the Operating Agreement Area.
- H. Installation, maintenance, and repair of water and sewer systems to serve Operating Agreement Area; Installation, maintenance, repair and upkeep of the proposed Coral Production Facility, which may include but not be limited to, hade houses, grow out tanks, and other equipment related to coral production.

- 23. Site Considerations:** As the Operating Agreement Area is adjacent to known Sea Turtle nesting beaches, the Operator shall install and only utilize sea-turtle friendly lighting within the Operating Agreement Area. The Operator shall notify the County of any sea turtle nests within the Operating Agreement Area and take the appropriate steps to protect the nest until the hatch is complete. If the Operator removes any vegetation existing at the time of the execution of this agreement, within the Operating Agreement Area and area immediately adjacent to the Operating Agreement Area within the City of Miami Park boundary, the Operator shall fully restore and maintain the vegetation using plant material appropriate for coastal habitat, and in coordination with Historic Virginia Key Beach Park Trust, and TREEmendous. The Operator shall maintain a landscape buffer between the public beach area and the fenced Operating Agreement Area. The Operator shall be responsible to obtain all required permits, including but not limited to, State and County permits and coordination with Miami-Dade County Department of Environmental Resource Management (DERM). Any permit applications initiated by the Operator must be signed off on by PROS. The Operator shall maintain all existing pedestrian access points to the beach for park users.

The Operator shall secure at the times required by issuing authorities all applicable permits or approvals that are required by any governmental authority having lawful jurisdiction to enable Operator to conduct its obligations under this Agreement. Upon written request, Operator shall provide to County copies of all permits, licenses, certificates of occupancy, approvals, consent orders, or other authorizations issued to Operator under applicable Environmental Requirements, as they pertain to the Tenant's operations on or use of the Operating Agreement Area.

- 24. Hazardous Materials:** The Operator agrees that it retains complete responsibility for all clean-up, monitoring, containment, remediation, and costs associated with any hazardous materials and or adverse environmental conditions within the Operating Agreement Area, including but not limited to the cost of all environmental testing, monitoring, and remediation work and closure conditions that are required by Applicable Law ("Environmental Requirements").

The Operator shall be completely and solely responsible for all costs of the development and construction of any improvements within the Operating Agreement Area arising as a result of hazardous materials and/or adverse environmental, which costs include but are not limited to, the costs of additional fill required, capping expenses, and design and construction of the storm water management system.

The Operator, on its own behalf and behalf of any of its affiliates, its successors, its assigns, hereby waives, releases, and agrees not to make any claim or bring any cost recovery action or claim for contribution or other action or claim against the County or its agencies, officers, employees, agents, attorneys, assigns from any costs, liabilities, expenses, or third party claims or suits filed against the County, or its agencies, officers, employees, agents, attorneys, or assigns arising from hazardous materials or an environmental condition in the Operating Area.

In the event of: (i) the happening of any material event involving the spill, release, leak, seepage, discharge or cleanup of any Hazardous Material on the Operating Agreement Area or other County-owned property in connection with the Operator's operation thereon, or (ii) any written Environmental Claim affecting the Tenant from any person or entity resulting from the Operator's use of the Operating Agreement Area, then Operator shall immediately notify County orally within twenty-four (24) hours and in writing within three (3) Business Days of said notice. If County is reasonably satisfied that Operator is not promptly commencing the response to either of such events, County shall have the right but not the obligation to enter into the Operating Agreement Area or to take such other actions as it shall deem reasonably necessary or advisable to clean up, remove, resolve or minimize the impact of or otherwise deal with any such Hazardous Material or Environmental Claim following receipt of any notice from any person or any entity having jurisdiction asserting the existence of any Hazardous Material or an Environmental Claim pertaining to the Operating Agreement Area, which if true, could result in an order, suit or other action against the County. If Operator is unable to promptly resolve such action in a manner which results in no liability on the part of the County, all reasonable costs and expense incurred by County shall be deemed additional fees due to the County under this Agreement and shall be payable by Operator upon demand.

With regard to any reporting obligation arising out of the Operator's operations or during the Agreement, the Operator shall timely notify the State of Florida Department of Environmental Protection, all Miami-Dade County pertinent regulatory agencies, and the United States Environmental Protection Agency, as appropriate, with regard to any and all applicable reporting obligations while simultaneously providing written notice to the County.

Within sixty (60) calendar days of the Effective Date, the Operator shall submit to the County an emergency action plan/contingency plan setting forth in detail Tenant's procedures for responding to spills, releases, or discharges of Hazardous Materials. The emergency action plan/ contingency plan shall identify Tenant's emergency response coordinator and Operator's emergency response contractor.

For any year during the Operating Term in which any Hazardous Materials have been used, generated, treated, stored, transported or otherwise been present on or in the Operating Agreement Area, (or on or in other County-owned property for purposes related to the Operator's operations on or in the Operating Agreement Area), the Operator shall provide the County with a written report listing: the Hazardous Materials which were present within the Operating Agreement Area or other County-owned property, all releases of Hazardous Materials that occurred or were discovered within the Operating Agreement Area or other

County-owned property and which were reported to regulatory authorities under applicable Environmental Laws, all enforcement actions related to such Hazardous Materials, including all, consent agreements or other non-privileged documents relating to such enforcement actions during that time period. In addition, the Operator shall provide the County with copies of any reports filed in accordance with the Emergency Planning and Community Right to Know Act (EPCRA) and shall make available for review upon request by County copies of all manifests for hazardous wastes generated from operations within the Operating Agreement Area. The Operator shall provide the report required under this Paragraph 26 by the annual date of the Agreement of each of the preceding calendar year.

If Operator or Operator's agents, employees, customers, contractors (of any tier), invitees or trespassers cause any Hazard Materials to be released, discharged, or otherwise located on or within the Operating Agreement Area during the Term of this Agreement ("Hazardous Material Release"), the Operator shall promptly take all actions, at its sole expense and without abatement of operating fees, as are reasonable and necessary to return the affected portion of the Operating Agreement Area or Coral Production Facility or Natural Area and any other affected soil or groundwater to their condition existing prior to the Hazardous Material Release in a manner not inconsistent with applicable Environmental Law. County shall have the right to approve all such remedial work, including, without limitation: (i) the selection of any contractor or consultant Operator proposes to retain to investigate the nature or extent of such Hazardous Material Release or to perform any such remedial work; (ii) any reports or disclosure statements to be submitted to any governmental authorities prior to the submission of such materials; and (iii) any proposed remediation plan or any material revision thereto prior to submission to any governmental authorities. The County's approvals shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, County's prior consent shall not be necessary if a Hazardous Material Release poses an immediate threat to the health, safety, or welfare of any persons and, despite Operator's best efforts, it is not practicable to obtain County's consent before taking remedial action to abate such immediate threat, provided that: (a) Operator shall notify County as soon as possible and shall thereafter obtain County's consent as otherwise provided in this paragraph; and (b) Operator shall take only such action as may be necessary or appropriate to abate such immediate threat and shall otherwise comply with the provisions of this paragraph. In addition to any rights reserved by County in this Agreement, County shall have the right, but not the obligation, to participate with Operator, Operator's consultants and Operator's contractors in any meetings with representatives of the governmental authorities and Operator shall provide County reasonable notice of any such meetings. All remedial work shall be performed in compliance with all applicable Environmental Laws. The County's consent to any remedial activities undertaken by Operator shall not be withheld so long as County reasonably determines that such activities will not cause any material adverse long-term or short-term effect on the Operating Agreement Area, or other adjoining property owned by County.

25. Equipment Installed by Operator: Operator shall furnish and install all temporary structures, furnishings, fixtures, and equipment necessary for the operation of the Coral Production Facility.

Other than the proposed improvements described herein, Operator shall not materially and adversely alter or modify any portion of the Operating Agreement Area or construct any additional improvements; without first obtaining written approval from the County. Furthermore, nothing contained herein shall grant Operator any rights with respect to County Property, other than the Operating Agreement Area.

No permanent construction shall occur within the Operating Agreement Area.

- 26. Security and Protection:** Operator acknowledges and accepts full responsibility for the security and protection of its equipment, other personal property, personnel and resources used in connection therewith twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year. The County makes no warranties as to any obligation to provide security for the Operating Agreement Area. The County will not accept any responsibility for the Operator's equipment, supplies, other personal property, money, etc.
- 27. Damages or Destruction of Property:** Operator shall, subject to other provisions of this Section, repair all damages to the Operating Agreement Area, caused by the Operator, its employees, agents, contractors; a storm or other naturally occurring event. If the Operating Agreement Area is partially damaged, or inoperable for the purposes of this Agreement the same shall with due diligence be repaired by the Operator from proceeds of the insurance coverage and/or at its own cost and expense.
- 28. Repairs, Alterations, and Additions by the County:** The County has no obligation to make repairs, structural and otherwise in order to keep in good order and repair any area of the Operating Agreement Area, including but not limited to, any improvements, including the Coral Production Facility.
- 29. Diminution for County's Repair:** There shall be no allowance to Operator for a diminution of rental value, loss or business, damages or any nature whatsoever and no liability to the County, its employees, agents, or contractors, whatsoever: (A) by reason of inconvenience, annoyance, or interference with Operator's business arising from the County or its agents making any repairs, replacements, alterations, additions or improvements in or to any portion of the Operating Agreement Area, including the Coral Production Facility, or in or to fixtures, appurtenances or equipment thereof, provided the County takes such reasonable measures (except in case of emergency and to the extent practical) to minimize interference with Operator's use of the Coral Production Facility and Operating Agreement Area, and (B) during the making of such repairs, alterations, and additions, except for such damage caused by the sole negligence of the County, subject to the limitations of Section 768.28, Florida Statutes.
- 30. Time Is of the Essence:** Operator covenants at all times to perform promptly all the obligations of Operator set forth in this Agreement.
- 31. Ingress and Egress:** Subject to the terms of this Agreement governing the use of the Operating Agreement Area, Operator, its employees, agents and servants, patrons, and invitees, and its suppliers of service and furnishers of materials shall have right of ingress and egress to and from the Operating Agreement Area at all times during the Term, and any renewal of this Agreement. The Operator, its employees, agents and contractors shall access the Operating Agreement Area via Virginia Beach Drive. At no time shall the Operator, its employees or contractors access the Operating Agreement Area from the coastline side or the beach park side of the subject property except to the extent necessary to directly support the mission of the Coral Production Facility such as the receipt of corals from small research vessels bringing corals to the Coral Production Facility.
- 32. Assignment, Sub-Contracting, and Successors In Interest:**
- A. Operator shall not assign, mortgage, pledge, nor otherwise encumber this Agreement or any portion thereof, nor any property associated with this Agreement. Unapproved

assignment, mortgaging, pledging, or encumbering shall be grounds for termination of this Agreement

- B. Operator shall not enter into any sub-contracting Agreement for services required to be provided under this Agreement.

33. Proprietary Information: As a political subdivision of the State of Florida, the County is subject to the stipulations of Florida's Public Records Law

- A. The Operator shall comply, and shall require its architect and contractors, consultants, sub-contractor, sub-consultants, materialmen and suppliers to comply with Public Records Laws, specifically to:

- i. Keep and maintain all records required by the public agency to perform the service.
- ii. Upon request from the County Representative, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Public Records Law or as otherwise provided by Applicable Law.
- iii. Ensure that Public Records that are exempt or confidential and exempt from Public Records' disclosure requirements are not disclosed except as authorized by law for the Term, and following expiration of the Term or the earlier termination thereof, if the Operator does not transfer the records to the County.
- iv. Upon expiration of the Term, or the earlier termination thereof, transfer, at no cost, to the County all Public Records in possession of the Operator or keep and maintain for inspection and copying all Public Records in its possession. If the Operator, upon expiration of the Term, or the earlier termination thereof: (i) transfers all Public Records to the County, the Developer shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements; and (ii) keeps and maintains Public Records, the Operator shall meet all Applicable Law and requirements for retaining Public Records. All records stored electronically must be provided to the County, upon request from the County's custodian of Public Records, in a format that is compatible with the information technology systems of the County.

IF THE OPERATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OPERATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 755-7800, MDPROSCOM@MIAMIDADE.GOV, 275 NW 2nd STREET, MIAMI, FLORIDA 33128.

- 34. Ownership of License and Development:** The Operator agrees to provide to the County an accurate list of all officers at Rosenstiel and the Miami-Dade County Coral Reef Educational Program, and, any change of name or ownership.

- 35. County's Property Insurance:** Any insurance the County may maintain shall not cover Operator's improvements and betterments, contents, or other property of Operator. Operator shall not (after receipt of true and correct copies of any and all such policies) violate, or permit the violation of, any condition imposed by any of the County's Insurance policies, and shall not do, or permit anything to be done, or keep or permit anything to be kept in the Operating Agreement Area which would increase the fire or other property or casualty insurance rate on

the other building or buildings in which the Operating Agreement Area is located or property therein over the rate which would otherwise then be in effect.

- 36. Operator's Insurance:** Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. Contractor 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. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor 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 Contractor shall furnish to Miami-Dade County, Internal Services Department Risk Management Division, 111 NW 1st Street, Suite 2340, Miami, FL 33128, as well as Miami-Dade Parks, Recreation and Open Spaces Department, 275 NW 2nd Street, 4th Floor, Miami, FL 33128, attention: Property Management, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees as required by Florida Statute 440 to include coverage required under the U.S. Longshoremen and Harbor Workers' Act (USL&H) and/or Jones Act, as applicable, for any activities on or about navigable water.
- B. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, not to exclude coverage for Products and Completed Operations. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability Insurance in an amount not less than \$1,000,000 per claim.
- E. Protection and Indemnity Insurance for any vessels used in connection with the work, in the name of the vessel owner, in an amount not less than \$1,000,000 per occurrence. **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 "A-" as to management, and no less than "Class VII" as to financial strength, by Best's Insurance Guide, published by A.M.

Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

Or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services. Miami Dade County reserves the right, upon reasonable notice, to request and examine the policies of insurance (including but not limited to policies, binders, amendments, exclusions, or riders, etc.).

**CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1ST STREET
SUITE 2340
MIAMI, FL 33128**

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

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

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

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

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

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

37. Release and Indemnification: The Operator shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by Proposer or its employees, agents, servants, principals or subcontractors. The Operator 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 Operator expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Operator shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

38. Liability for Damage or Injury: The County shall not be liable for damage or injury to the person which may be sustained by any party or persons within the Operating Agreement Area, Coral Production Facility, or Miami-Dade County Coral Reef Educational Program other than the damage or injury to the person if and to the extent caused by the negligence of the County, its contractors, agents, or employees while in the course of County business, and as limited by Section 768.28, Florida Statutes. Nothing herein stated shall eliminate or alter the obligation of the County set forth in other provisions of this Agreement.

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

40. Patent and Copyright Indemnification:

- A. The Operator warrants that all services provided hereunder 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 Scope of Services.
- B. The Operator shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third-party proprietary rights in the course of performance or completion of, or in any way connected with, the Work. Accordingly, the Operator at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any such claim, demand, cause of action, debt, or liability herein described.
- C. In the event any Work or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Operator shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Operator's expense, the rights provided under this Agreement to use the item(s).

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

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

42. Termination by County: The County shall have the right to terminate this Agreement if the Operator, materially and manifestly fails to keep, observe or perform any material covenant, agreement term or provision of this Agreement to be kept, observed, or performed by the Operator and such default continues for a period thirty (30) days after written notice thereof by County of the Operator; unless default cannot be cured within such thirty (30) day period, but in no event shall such default continue for a period greater than one hundred eighty (180) days. Notwithstanding, the foregoing, the County shall be entitled to automatically terminate this Agreement, upon fifteen (15) days prior written notice and opportunity to cure from the County, following (1) the institution of proceedings in voluntary bankruptcy or reorganization by the Operator; (2) the institution of proceedings in involuntary bankruptcy against the Operator, if such proceedings continue for a period of ninety (90) days; (3) the assignment by the Operator for the benefit of creditors without prior County notification and written approval; (4) the abandonment or discontinuation of operations without the County's written consent for a period exceeding thirty (30) days (provided that this shall not apply to force majeure events); (5) the discovery of any material misstatement by the Operator inducing the County to enter into this Agreement; (6) the Operator's use of the Park for other than public park purposes in accordance with Article 7 of the Charter; (7) failure of the Operator to maintain federally, tax-exempt not-for-profit status; and (8) any final judicial determination that litigation instituted by the Operator against the County was groundless. If the County terminates this Agreement for cause and in accordance with the applicable dispute resolution provisions of Paragraph 62 of the Agreement it is later determined that the County's termination was wrongful, then the Operator shall be entitled to continue to utilize the Park in the manner and for the remainder of the Term of this Agreement. Any dispute between the parties as to whether cause for termination exists shall be resolved by the dispute resolution provisions set forth in Paragraph 62 of this Agreement.

43. Termination by Operator: Operator shall have the right upon thirty (30) calendar days from receipt of written notice to the County by certified or registered mail to the address set forth in this Agreement to terminate this Agreement without penalty due to a business decision made by the Operator that the Program is not financially feasible or operationally practicable, and in that instance the Coral Production Facility and all infrastructure, but not the coral and equipment, becomes property of the County. Operator shall have the right upon thirty (30) calendar days from receipt of written notice to the County by certified or registered mail to the address set forth in this Agreement to terminate this Agreement at any time after the occurrence of one or more of the following events:

A. A breach by the County of any of the terms, covenants or conditions contained in this Agreement and the failure of the County to remedy such breach for a period of ninety

(90) calendar days after receipt of written notice sent by registered or certified mail, return receipt requested, from the Operator, of the existence of such breach. In the event of a termination by the Operator resulting from a breach by the County, the Operator shall retain all of its rights against the County in law or in equity.

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

44. Surrender of the Coral Production Facility and Operating Agreement Area: At the expiration or earlier termination of the term of this Agreement, Operator shall peaceably remove equipment and restore the Operating Agreement Area in as good a condition as the Operating Agreement Area was on the Effective Date of this Agreement, including native vegetation. Operator's obligation to observe and perform the covenants set forth in this paragraph shall survive the expiration or earlier termination of the Term of this Agreement.

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

46. Lien: The County shall have a lien upon all personal property of the Operator within the Operating Agreement Area, excluding the coral, to secure the payment to the County of any unpaid money accruing to the County under the terms of this Agreement.

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

48. Property Disposition upon Termination of Agreement: Following the termination of this Agreement the Operator, within thirty (30) calendar days, shall forthwith remove all its personal property, and equipment. Any personal property, equipment and/or coral of Operator not removed in accordance with this paragraph may be removed by the County for storage at the cost of the Operator or shall constitute a gratuitous transfer of title thereof to the County for whatever disposition is deemed to be in the best interests of the County. The County shall not be liable to Operator for the safekeeping of Operator's personal property or coral during or after termination of this Agreement. The County shall have the senior interest in the Operator's personal property. Operator shall not remove any fixtures within the Operating Agreement Area at any time without pre-approval in writing from the County unless and except for the distribution of and equipment or the disposition of inventory or merchandise in the performance of Operator's services (including in connection with the disposal of property

that is no longer needed in the operation of Operator's services at the Coral Production Facility or in connection with the replacement of property with comparable or better quality and utility.) Except as permitted in the foregoing sentence, Operator 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. Operator shall also be liable for any expenses incurred by the County in prosecuting any action against Operator following unapproved item removal described above. Operator shall also be liable to the County for any expenses incurred by the County in replacing any items wrongfully removed by Operator. It is the intention of the parties to this Agreement that all furnishings and equipment purchased or leased by the Operator, except those permanently affixed to buildings, as defined under the laws of the state of Florida, shall be the personal property of the Operator. Upon termination of this Agreement and the removal of all property and crops and equipment by Operator, the Operator shall deliver the Nursery to the County in the condition set forth in this paragraph. The Operating Agreement Area is and shall remain owned by the County. This agreement does not transfer ownership interest of the Operating Agreement Area to the Operator.

49. Non-Discrimination: During the performance of this Agreement, the Operator agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. By entering into the Agreement, the Operator attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Operator or any owner, subsidiary or other firm affiliated with or related to the Operator is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Agreement void. This Agreement shall be void if the Operator submits a false affidavit pursuant to this Resolution or the Operator violates the Act or the Resolution during the term of this Agreement, even if the Operator was not in violation at the time it submitted its affidavit.

50. Press Release or Other Public Information: Under no circumstances shall the Operator without the express written consent of the County:

- A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the work being performed hereunder, unless the Operator first obtains the written approval of the County. Such approval may be withheld only if the County reasonably believes that the publication of such information would be harmful to the public interest or is in anyway undesirable; and
- B. Except as may be required by law, the Operator and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Operator or such parties has been approved or endorsed by the County.

51. 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.

- 52. Rules and Regulations:** The Operator will observe, obey, and comply with all rules and regulations adopted by the County and all laws, ordinances and/or rules and regulations of the Parks, Recreation and Open Spaces Department or other governmental units and agencies having lawful jurisdiction, which may be applicable to Operator's operations under this Agreement. Failure to do so will constitute a breach of the Agreement.
- 53. Emergency Preparedness:** The Operator shall prepare plan(s) for emergencies, including, but not limited to, fire, acts of nature, child injury, etc., and ensure that such plans are consistent with the County's emergency plan for the Operating Agreement Area and implement the approved plan(s) if reasonably instructed to do so by the County.
- 54. Inspection by County:** The County shall have the authority to make periodic reasonable inspections of all the Operator's equipment and operations during the normal operating hours thereof. The Operator shall be required to make any improvements in cleaning or maintenance methods reasonably required by the County. Such periodic inspections may also be made at the County's discretion to determine whether the Operator is operating in compliance with the terms and provisions of this Agreement.
- 55. Right of Entry:** During the one hundred and eighty (180) days prior to the expiration of the term of this Agreement the County may show the Operating Agreement Area to other prospective Operators. If during the last ninety (90) days of the term of this Agreement Operator shall have removed all or substantially all of Operator's property, crops and equipment therefrom, the County may immediately enter, alter, renovate, and redecorate the Operating Agreement Area without elimination or abatement of fee or other compensation and such action shall have no effect upon this Agreement.
- 56. Equipment and Amplifiers:** No voice or sound amplification or Public Address equipment will be used unless approved in writing by the Department.
- 57. Notices:** Any notices submitted or required by this Agreement shall be sent by registered or certified mail, return receipt requested or delivery by hand, addressed to the parties as follows or to such other address as either party may designate in writing, and where receipt of same is acknowledged by the receiving party:

To the County:

Miami-Dade County Attorney's Office
111 NW 1st Street, 28th Floor
Miami, Florida 33128

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

To the Operator:

University of Miami, Rosenstiel School of Marine,
Atmospheric, and Earth Science (Rosenstiel)
5187 Ponce De Leon Boulevard
Coral Gables, Florida 33146

With a copy to:

University of Miami, Office of General Counsel

1535 Levante Avenue, Suite 221A
Coral Gables, FL 33146

If attempted delivery of such notice by mail is thwarted by any avoidance of receipt or unavailability for receipt by the intended recipient that notice will have the effect of being constructively received by the recipient.

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

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

60. Dispute Resolution:

- A. In any event of any dispute related to this Agreement, or the performance of the Operator or the County thereunder, including without limitation a dispute between the County and Operator as to the operations of the Operating Agreement Area or a dispute as to whether this Agreement may be terminated pursuant to terms of Paragraph 43, the Operator and the Director of the Parks, Recreation and Open Spaces department (the "Director") or his designee, who shall not be the Contract Manager or anyone associated with matters related to or on account of this Agreement, shall discuss the dispute and attempt to amicably resolve it.
- B. If the dispute cannot be settled through negotiation between parties within fifteen (15) days after the first meeting between the Operator and the Director or his designee, the parties agree first to act in good faith to settle the dispute under the Expedited Procedures of its Commercial Arbitration and Mediation Rules before resorting to some other dispute resolution procedure. All parties to the mediation shall share equally in its cost. The parties recognize that mediation is a non-binding process to assist them to resolve their disputes by making their own free and informed choices, and that the mediator will have no authority to impose a settlement on any party but only to discuss and suggest options for resolution. If the parties do not reach a mutually agreeable settlement within 15 days after initiation of mediation, they may pursue the actions as described in subsection (c), or they may mutually agree to extend the time for mediation. The mediation process will take place at a reasonably convenient location to be agreed upon by the parties or determined by the mediator.
- C. Anything to the contrary, notwithstanding, the County and the Operator agree that if after mediation as described in subsection (b), they cannot resolve their dispute, all claims, disputes, and other matters among them regarding this Agreement, such dispute, claim

or matter shall be determined by Alternative Dispute Resolution provision set forth in Paragraph 61.

- D. In the event that under the foregoing procedures It is finally resolved that the Operator is liable, the Operator shall none the less not be liable if the Operator cures the matter within thirty (30) days after such final resolution, unless such matter cannot be cured within such thirty (30) day period, and the Operator has initiated efforts to cure within such thirty (30) day period, but in no event shall such matter continue for a period greater than one hundred eighty (180) days.

61. Alternative Dispute Resolution:

- A. Voluntary Trial Resolution: Any dispute or claim between Operator and the County (the "Parties") under this Agreement shall be submitted to voluntary trial resolution by a retired Miami-Dade County judge and otherwise in accordance with Fla. Stat. § 44.104 ("ADR"). Either Party may initiate ADR by written notice to the other Party, identifying the claim or dispute and the specific sections of this Agreement under which it arises ("an ADR Election Notice").
- B. ADR Procedure: The Parties agree that: (i) the speedy resolution of any disputes or claims between them pursuant to this Paragraph 63 is a mutual and material inducement to enter into this Agreement (ii) the Party initiating and filing for voluntary trial resolution shall pay all filing fees associated therewith; and (iii) after the Parties have exhausted the procedures set forth in Paragraph 62 (a) and (b) of the Agreement, voluntary trial resolution pursuant to this Paragraph 62 is Intended to be the sole and exclusive dispute resolution mechanism of the Parties with respect to disputes or claims between them under this Agreement. The Parties' sole avenue for equitable or monetary relief shall be through the ADR process described in this Paragraph 63. Without limiting the foregoing, the Trial Procedures set forth in subsection (c) shall apply.
- C. Trial Procedures:
- i. With respect to any voluntary trial resolution hereunder and regardless of any contrary provision of law, (A) such trial shall be conducted by a retired Miami-Dade County judge having no less than 5 years' Civil Division experience in such judge's final 10 years of his/her tenure; (B) the Parties hereby expressly retain all appeal rights afforded by law, provided, however, factual findings determined in the voluntary trial are not subject to appeal; and (C) if the Parties are unable to agree upon and appoint a retired judge within 30 days from the effective date of ADR Election Notice, then either Party may submit a request to the court for the appointment of the voluntary trial resolution judge pursuant to Fla. Stat § 44.104(4). Pending the appointment of voluntary trial judge under ADR, either Party, where warranted under the circumstances, may petition the appropriate court sitting in Miami-Dade County Florida for injunctive relief until the matter can be resolved pursuant to the ADR procedures described above.
 - ii. The voluntary trial judge shall be bound by the provisions of this Agreement and shall not have the power to add to, subtract from or otherwise modify such provisions, and shall consider only the specific issues submitted to him/her for resolution.
 - iii. Within ten (10) calendar days of the selection of a trial resolution judge, the trial resolution judge shall be required to consult with the Parties and issue a trial schedule setting forth deadlines for discovery, dispositive motions, and the final hearing, which final hearing shall occur no later than 180 days after the

selection of the trial resolution judge. Unless otherwise agreed to by both Parties in advance and in writing, the final hearing shall not exceed two days in length, with one day allotted to each Party to present its case, including any opening and closing arguments.

- iv. The trial resolution judge shall issue written findings and conclusions of law and render a decision within thirty (30) calendar days after the trial resolution hearing. Any party may enforce a final decision rendered in the voluntary trial by filing a petition for final judgment in the circuit court in the circuit in which the voluntary trial took place. Upon entry of final judgment by the circuit court, any party may appeal to the appropriate appellate court. Factual findings determined in the voluntary trial are not subject to appeal. The trial resolution judge shall, in the written findings, allocate all or part of the costs and the trial, including the fees of the trial resolution judge and court reporter and the reasonable attorneys' fees of the prevailing Party; provided, however, the maximum amount that a prevailing Party may be allocated is \$40,000.00.

- D. **Venue; Waiver of Jury Trial:** If any claim or dispute between the Parties under this Agreement is found not to be subject to ADR, then each Party submits to the exclusive jurisdiction of any court of competent jurisdiction sitting in Miami-Dade County. Each Party hereby irrevocably waives, to the fullest extent permitted by law, any objection to venue in Miami-Dade County, including objections based on lack of personal jurisdiction or the doctrine of forum non convenient. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY DISPUTE OR CLAIM SUBJECT TO ADR UNDER AGREEMENT.

62. Mutual Obligations: Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party.

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

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

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

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

66. Conflict of Interest: The Operator represents that:

- A. No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received from Operator or been promised by Operator any form of benefit, payment, or compensation, whether tangible or intangible, in connection with the award of this Agreement
- B. There are no undisclosed persons or entities interested with the Operator in this Agreement. This Agreement is entered into by the Operator without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. The Operator agrees to abide by the County's Conflict of Interest and Code of Ethics set forth in Section 2-1 1.1 of the County Code, as applicable to Operator vis a vis its relationship with the County, its elected officials, the County Mayor and Mayor's designees, and other County employees.
- C. Neither the Operator nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Operator shall have an Interest which is in conflict with the Operator's faithful performance of its obligation under this Agreement provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Operator provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- D. The provisions of this Paragraph are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- E. In the event Operator has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Operator shall promptly bring such information to the attention of the Contract Manager. Operator shall thereafter cooperate with the County's review and investigation of such information and comply with the instructions Operator receives from the Contract Manager regarding remedying the situation.

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

- A. Prohibition against Liens. The Operator is prohibited from placing a lien on the County's property. This prohibition shall be placed in all Subcontractor contracts.
- B. Operator shall conduct background checks on all owners, staff, and volunteers pursuant to Miami-Dade County Ordinance No. 08-07 and ensure the safety of the patrons of the Park by meeting the requirements of Chapter 26 "Miami-Dade County Park and Recreation Department Rules and Regulations, Article 111, The Shannon Melendi Act.
- C. Miami-Dade County Commission Ordinance No. 16-58, regarding a ban on use of polystyrene (also known as Styrofoam) in Parks.
- D. Miami-Dade County Resolution Number R-1030-24, regarding a ban on use of single-use plastics
- E. Section 787.06, Florida Statutes ("F.S."), regarding human trafficking and related offenses

Notwithstanding any other provision of this Agreement, Operator shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such

action or abstention would, in the good faith determination of the Operator, constitute a violation of any law or regulation to which Operator is subject including but not limited to laws and regulations requiring that Operator conduct its operations in a safe and sound manner.

68. Inspector General Reviews:

Independent Private Sector Inspector General Reviews

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

Miami-Dade County Inspector General Review

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

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

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans,

specifications, and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General shall have the power to audit investigate, monitor, oversee, inspect, and review operations, activities, performance, and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Operator, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

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

- 69. E-Verify:** Operator acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of (a) all persons employed by the Operator to perform employment duties within Florida during the term of the Agreement; and (b) all persons (including subcontractors/subconsultants/sub vendors) assigned by the Operator to perform Work pursuant to the Agreement with the County. The Operator acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Agreement is a condition of the Agreement with the County.
- 70. Survival:** The parties acknowledge that any of the obligations under this Agreement will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Operator and the County under this Agreement, which by nature would continue beyond the termination, cancellation, or expiration thereof, shall survive termination, cancellation, or expiration hereof.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS.**

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

Operator

University of Miami

By: _____

Name: Jessica Brumley

Title: Vice President,
Facilities Operations & Planning

Date: _____

Attest: _____

Veronica Whitley

Corporate Seal/Notary Seal



VERONICA WHITLEY
Commission # HH 356007
Expires January 30, 2027

Miami-Dade County

By: _____

Name: Roy Coley

Title: Chief Utilities and Regulatory
Services Officer

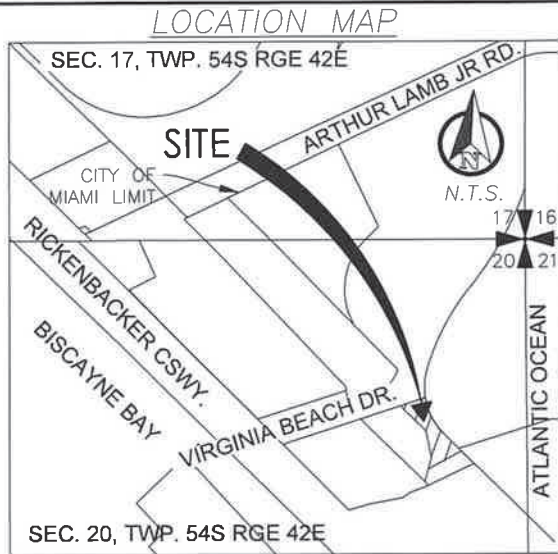
Date: _____

Attest: _____

Approved by County Attorney as to
form and legal sufficiency

Exhibit A- Operating Agreement Area Survey and Legal Description

EXHIBIT "A"



SURVEYOR'S NOTES

ARTICLE I - DEFINITIONS, GENERALLY:

1. **CLIENT:** UNIVERSITY OF MIAMI
2. **SKETCH:** SHALL MEAN THE GRAPHIC DEPICTION OF THE MAP MADE A PART HEREOF AND INCORPORATED HEREIN, REFERENCE TO WHICH IS MADE FOR A MORE FULL AND COMPLETE DESCRIPTION THEREOF.
3. **SUBJECT PROPERTY:** SHALL MEAN ALL THOSE STRIPS, LOTS, PIECES OR PARCEL OF LAND INDICATED IN THE LEGAL DESCRIPTION PORTION OF THIS DOCUMENT, REFERENCE TO WHICH IS MADE FOR A MORE FULL AND COMPLETE DESCRIPTION THEREOF.
4. **COUNTY:** SHALL MEAN MIAMI-DADE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, THE NAME OF WHICH WAS CHANGED FROM "DADE COUNTY" BY ITS ELECTORS ON NOVEMBER 13, 1997 AND CODIFIED BY ITS BOARD OF COUNTY COMMISSIONERS PURSUANT TO COUNTY ORDINANCE NUMBER 97-212. ALL REFERENCES TO INSTRUMENT RECORDED PRIOR TO THAT DATE SHALL REFER TO THE PREVIOUS COUNTY NAME AND CONVERSELY, ALL REFERENCES TO INSTRUMENTS RECORDED SUBSEQUENT TO THAT DATE (OR MENTIONED BY COMMON REPORT, AS THE CASE MAY BE) SHALL REFER TO THE PRESENT COUNTY NAME.

ARTICLE II - SOURCES OF DATA:

THE LEGAL DESCRIPTION AS CITED UNDER ARTICLE III WAS CREATED BASED ON THE FOLLOWING DATA:

1. PROPERTY OWNERSHIP DATA AND TAX FOLIO 30-4220-000-0010 INFORMATION AS DERIVED FROM THE 2024 MIAMI-DADE COUNTY TAX

ROLLS AS PUBLISHED BY THE MIAMI-DADE COUNTY PROPERTY APPRAISER'S OFFICE. THIS INFORMATION IS SUBJECT TO PERIODIC CHANGES SUBSEQUENT TO ANNUAL PUBLICATION AND SHOULD ALWAYS BE VERIFIED BEFORE USE.

2. "UNIVERSITY OF MIAMI R.S.M.A.S. EAST CAMPUS" RECORDED APRIL 9, 1980 IN PLAT BOOK 114 AT PAGE 83.
3. BOUNDARY SURVEY PERFORMED BY WGI, INC. FOR TRACT B DATED MARCH 29, 2023.
4. THE APPROXIMATE MEAN HIGH-WATER ELEVATION DEPICTED ON THIS SKETCH WAS PROVIDED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) ON JANUARY 17, 2025, VIA LETTER SENT BY KEVIN MEARS, PSM MHW ELEV.=0.15' (NAVD88).
5. THIS SKETCH DOES NOT PURPORT TO LOCATE THE "MEAN HIGH WATER LINE" AS DEFINED UNDER CHAPTER 177-PART II OF THE FLORIDA STATUTES.
6. BEARINGS SHOWN HEREON ARE BASED UPON NORTH 72°49'15" EAST BEING THE WESTERLY LINE OF TRACT "B", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 114, PAGE 83, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. THIS IS A WELL-IDENTIFIED AND MONUMENTED LINE. SAID BEARING IS BASED ON VALUES CALCULATED FROM THE STATE PLANE COORDINATES FOR THE EAST ZONE OF FLORIDA, NORTH AMERICAN DATUM OF 1983/2011 ADJUSTMENT (NAD83/11).

THIS IS NOT A SURVEY

PROJECT: UNIVERSITY OF MIAMI - RSMAS - EXHIBIT A

OWNER: MIAMI-DADE COUNTY PARKS AND RECREATION

PREPARED BY:



11410 NW 20th Street, Suite 101 Miami, FL 33172
Phone No. 866.909.2220 www.wginc.com
Cert No. 33574 - LB No. 7055

CAD EXHIBIT A.DWG

DRAWN/DESIGNED PD

CHECKED/QC RM

JOB NO. 1162.01

DATE 8/1/2025

SHEET:

1 OF 3

LEGAL DESCRIPTION TO ACCOMPANY SKETCH

ARTICLE III - LEGAL DESCRIPTION:

ALL THAT LOT, PIECE OR PARCEL OF LAND SITUATED, LYING AND BEING IN SECTION 20, TOWNSHIP 54 SOUTH, RANGE 42 EAST, ON VIRGINIA KEY, MIAMI-DADE COUNTY, FLORIDA, THE SAME BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, VIZ.:

BEGIN AT THE NORTHWEST CORNER OF TRACT "B", "UNIVERSITY OF MIAMI R.S.M.A.S. EAST CAMPUS", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 114, PAGE 83 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, THENCE NORTHEASTERLY ALONG THE NORTHWEST LINE EXTENDED OF SAID TRACT "B" NORTH 72°49'15" EAST A DISTANCE OF 111.73 FEET TO A POINT OF INTERSECTION WITH THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST HAVING A RADIAL BEARING OF NORTH 81°58'35" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 350.00 FEET AND A CENTRAL ANGLE OF 37°43'23" FOR A DISTANCE OF 230.44 FEET TO THE POINT OF TANGENCY, SAID POINT OF TANGENCY BEING THE POINT OF INTERSECTION WITH A LINE 25 FEET NORTH OF AND PARALLEL WITH THE NORTHERLY LINE EXTENDED OF SAID TRACT B. THENCE SOUTH 45°44'48" EAST A DISTANCE OF 77.56 FEET; THENCE SOUTH 50°08'50" WEST A DISTANCE OF 157.53 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY LINE OF SAID TRACT "B"; THENCE NORTHERLY ALONG SAID EASTERLY LINE OF TRACT "B" NORTH 05°35'23" EAST A DISTANCE OF 47.13 FEET; THENCE CONTINUED ALONG THE EASTERLY LINE OF SAID TRACT B NORTH 04°29'48" WEST A DISTANCE OF 144.00 FEET; THENCE NORTHWESTERLY ALONG SAID NORTH LINE OF TRACT "B" NORTH 45°44'48" WEST A DISTANCE OF 191.25 FEET TO THE POINT OF BEGINNING. (P.O.B.). SAID LANDS CONTAIN 24,222 SQUARE FEET OR 0.556 ACRES, MORE OR LESS. BY CALCULATION.

ARTICLE IV - LIMITATIONS/EXPRESS PURPOSE:

1. THE CLIENT IS HEREBY ADVISED THAT THERE MAY BE LEGAL RESTRICTIONS ON THE SUBJECT PROPERTY THAT ARE NOT SHOWN ON THE SKETCH OR CONTAINED WITHIN THIS REPORT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, THE CITY OF MIAMI, OR THE RECORDS OF ANY OTHER PUBLIC AND PRIVATE ENTITIES AS THEIR JURISDICTIONS MAY APPEAR.
2. THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" DOES NOT REPRESENT A FIELD BOUNDARY SURVEY OF THE PROPERTY DESCRIBED IN ARTICLE II OR THE UNDERLYING TRACT OF LAND THEREOF.
3. THIS DOCUMENT WAS PREPARED FOR THE EXPRESS PURPOSE OF DIVIDING THE LAND DESCRIBED HEREON FOR A PERMIT APPLICATION.

ARTICLE V - CLIENT INFORMATION:

THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" WAS PREPARED AT THE REQUEST OF THE UNIVERSITY OF MIAMI

ARTICLE VI - SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: THAT THIS "SKETCH AND DESCRIPTION" WAS PERFORMED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND FURTHER, THAT SAID "SKETCH AND DESCRIPTION" MEETS THE INTENT OF THE "STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA", PURSUANT TO RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE AND ITS IMPLEMENTING RULE, CHAPTER 472.027 OF THE FLORIDA STATUTES.

WGI, INC.

FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB7055

THIS "SKETCH AND DESCRIPTION" CONSISTING OF 3 SHEETS WHERE EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS AND HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY ROBERTO MANTECON, PROFESSIONAL LAND SURVEYOR NO. 4431, STATE OF FLORIDA USING A DIGITAL SIGNATURE AND DATE, ON SHEETS 1 THROUGH 3, PURSUANT TO CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, UNDER SECTION 5J-17.062. THE "DIGITAL DATE" MAY NOT REFLECT THE DATE OF PREPARATION OR THE LATEST REVISION DATE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

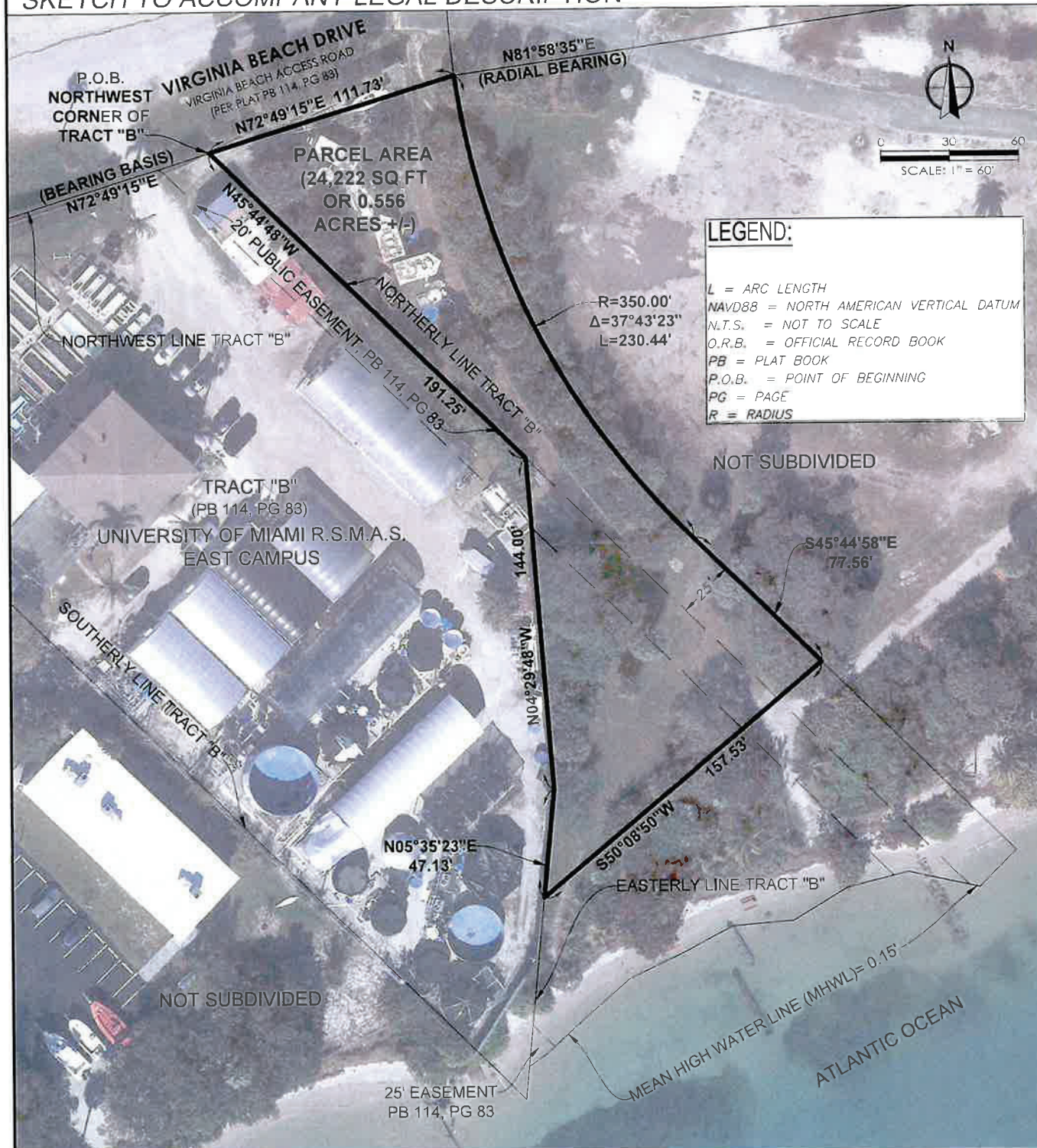
COPYRIGHT © 2025 BY WGI, INC

BY: _____
ROBERTO MANTECON, PLS
PROFESSIONAL LAND SURVEYOR NO. 4431
STATE OF FLORIDA
DATE: AUGUST 01, 2025

THIS IS NOT A SURVEY

PROJECT: UNIVERSITY OF MIAMI - RSMAS - EXHIBIT A	OWNER: MIAMI-DADE COUNTY PARKS AND RECREATION	
PREPARED BY:  11410 NW 20th Street, Suite 101 Miami, FL 33172 Phone No. 866.909.2220 www.wginc.com Cert No. 33574 - LB No. 7055	CAD EXHIBIT A.DWG	SHEET: 2 OF 3
	DRAWN/DESIGNED PD	
	CHECKED/QC RM	
	JOB NO. 1162.01	
	DATE 8/1/2025	

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



PROJECT: UNIVERSITY OF MIAMI - RSMAS - EXHIBIT A

OWNER: MIAMI-DADE COUNTY PARKS AND RECREATION

PREPARED BY:



11410 NW 20th Street, Suite 101 Miami, FL 33172
 Phone No. 866.909.2220 www.wginc.com
 Cert No. 33574 - LB No. 7055

CAD EXHIBIT A.DWG

DRAWN/DESIGNED PD

CHECKED/QC RM

JOB NO. 1162,01

DATE 8/1/2025

SHEET:

3 OF 3

Exhibit B- Programming Partnership Scope of Services

In support of the use of the Operating Agreement Area, the University of Miami Rosenstiel School of Marine, Atmospheric, and Earth Science (Rosenstiel) agrees to collaborate with Miami-Dade County Parks, Recreation, and Open Spaces (PROS) to create a Coral Reef Educational Program, for Miami-Dade County Public Schools (MDCPS) in support of conservation education and provide the following contributions:

1. Development of Educational Curriculum

Within six months of the effective date of this agreement, the Miami-Dade County Coral Reef Educational Program will develop a lesson plan (the Curriculum) focused on coral reef ecosystems and the ongoing research conducted at the University of Miami Rosenstiel. This Curriculum will be designed to support environmental education for K–12 students and will be structured to integrate seamlessly into existing Miami-Dade County PROS programming, which serves approximately 45,000 Miami-Dade County Public School (MDCPS) students annually through field trips, mobile education units, camps, and afterschool programs. The curriculum will be provided by University of Miami at no cost to PROS and will be identified as being sponsored by the University of Miami Rosenstiel and Miami-Dade County Parks, Recreation, and Open Spaces Department.

- 2. Provision of Educational Materials:** The Miami-Dade County Coral Reef Educational Program will supply appropriate instructional materials and resources to support hands-on learning activities aligned with the developed Curriculum. These materials will be used by PROS Naturalists staff in a variety of program opportunities such as field trips at PROS park sites, mobile education programs, camps, and after-school programs to actively engage students in understanding the significance and ecological role of coral reefs.
- 3. Staff Training and Mentorship:** Upon completion of the Curriculum, the Miami-Dade County Coral Reef Educational Program will facilitate a one-day professional development training for Miami-Dade County PROS Naturalists staff. This training will be conducted by subject matter experts to ensure accurate and effective delivery of the content. This professional development training will be a yearly occurrence.
- 4. Internship Program Collaboration:** The Miami-Dade County Coral Reef Educational Program will partner with Miami-Dade County PROS Fit-to-Lead Internship Program for MDCPS students. Interns participating in the PROS Fit-to-Lead program will have the opportunity to shadow and engage with researchers at the Miami-Dade County Coral Reef Educational Program, gaining valuable insight into marine science and conservation efforts. The number of interns will be at a minimum of two per year.
- 5. Future Programmatic Hosting Opportunities:** As the partnership progresses and the facilities continue to expand, the facilities established within the Miami-Dade County Coral Reef Educational Program will explore opportunities to host Miami-Dade County PROS camps, field trips, and/or homeschool programs at its facilities. This will allow students to

experience and learn firsthand about corals and coral reefs and the cutting-edge research and conservation work being carried out at Rosenstiel through coral propagation and restoration.



MEMORANDUM

(Revised)

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

DATE: October 6, 2026

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No.

Please note any items checked.

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No.

RESOLUTION NO. _____

RESOLUTION WAIVING COMPETITIVE BIDDING PROCEDURES BY A TWO-THIRDS VOTE OF THE BOARD MEMBERS PRESENT IN ACCORDANCE WITH SECTION 5.03(D) OF THE HOME RULE CHARTER TO APPROVE A NON-COMPETITIVE PROGRAMMING PARTNERSHIP OPERATING AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE UNIVERSITY OF MIAMI FOR THE OPERATION OF A CORAL PRODUCTION FACILITY AND EDUCATIONAL PROGRAMMING LOCATED WITHIN A PORTION OF COUNTY-OWNED PARK LAND ON VIRGINIA KEY; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ALL RIGHTS AND PROVISIONS CONTAINED THEREIN INCLUDING TERMINATION

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

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

Section 1. This Board incorporates and approves the foregoing recitals and finds that it is in the best interest of Miami-Dade County to waive competitive bidding by a two-thirds vote of the Board members present in accordance with the provisions of section 5.03(D) of the Home Rule Charter to award the University of Miami, a Florida not-for-profit corporation, on behalf of its Rosentiel School of Marine, Atmospheric, and Earth Science, an agreement to operate a coral production facility and coral reef conservation educational program located on a portion of County-owned park land within Virginia Key for the provision of coral reef restoration efforts

within the County, prioritizing County parks, and to provide program partnership for public conservation, in accordance with the agreement attached to the accompanying memorandum as Attachment A.

Section 2. This Board authorizes the County Mayor or County Mayor's designee to execute the Program Partnership Operating Agreement between Miami-Dade County and the University of Miami and exercise all rights therein, including termination.

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

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

The Chairperson thereupon declared this resolution duly passed and adopted this 6th day of October, 2026. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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

JUAN FERNANDEZ-BARQUIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Brianna E. Donet