

MEMORANDUM

Agenda Item No. 8(H)(2)

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

DATE: June 26, 2025

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution waiving competitive bidding by a two-thirds vote of the Board members present in accordance with section 5.03(d) of the Home Rule Charter and section 2-8.1 of the Code to select the Boys and Girls Clubs of Miami-Dade, Inc. (Club) as the entity responsible for the management, maintenance, and operation at Boys and Girls Club of Miami-Kendall Unit Park; approving the Management Agreement in substantially the form attached to the accompanying memorandum; authorizing the County Mayor to execute the Management Agreement for and on behalf of Miami-Dade County and to exercise all rights and provisions contained therein

Resolution No. R-603-25

The accompanying resolution was prepared by the Parks, Recreation and Open Spaces Department and placed on the agenda at the request of Prime Sponsor Chairman Anthony Rodriguez.


Geri Bonzon-Keenan
County Attorney

GBK/uw

Memorandum



Date: June 26, 2025

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

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: Waiver of Competitive Bidding and Recommending Approval of a Management Agreement Between Miami-Dade County and the Boys and Girls Clubs of Miami-Dade, Inc. for the Management, Maintenance, and Operation at the Miami-Dade County Park known as Boys & Girls Club of Miami-Kendall Unit Park

Executive Summary

This item presents for Board of County Commissioners (Board) approval a Management Agreement (Agreement) between Miami-Dade County (County) and Boys and Girls Clubs of Miami-Dade, Inc. (Club) to manage, operate, and maintain a Miami-Dade County park known as Boys & Girls Club of Miami-Kendall Unit (Park), and authorizes the County Mayor or County Mayor's Designee to execute the Agreement on behalf of the County and exercise all rights and provisions of the Agreement.

Recommendation

It is recommended that the Board waive competitive bidding requirements pursuant to Section 2-8.1 of the Miami-Dade County Code and Section 5.03(D) of the Home Rule Charter, approve the Agreement attached hereto, and authorize the County Mayor or the Mayor's designee to execute the Agreement on behalf of the County.

Scope

The park is located at 9475 N. Kendall Drive, Miami, within Commission District 10, which is represented by Chairman Anthony Rodriguez. This recreational facility will be open to all residents of Miami-Dade County; therefore, the scope is countywide.

Fiscal Impact/Funding Source

The County will incur no operating expenses for the facility. This cost will be borne by the Boys and Girls Club of Miami-Dade, Inc. The annual management and administrative oversight fee included in the agreement of \$2,100 will be paid to the County at a rate of \$100 per fiscal year over the 20-year term with an additional \$1,000 in administrative oversight fees to be paid to the County at the same rate should the 10-year option-to-renew provision be exercised. The Club has also committed to \$2,000,000 in improvements to the park within the first five (5) years of management and then an additional \$1,000,000 commitment upon contract renewal.

Track Record/Monitor

The Agreement will be managed by the Parks, Recreation and Open Spaces Department (PROS) and the Assistant Director of Performance Excellence will oversee the terms and conditions of the Agreement.

Delegation of Authority

This item authorizes the County Mayor or County Mayor's designee to execute the attached Park Management Agreement for the operation and maintenance the Park and exercise all provisions therein including any termination provisions.

Background

On February 20, 1990, the Miami-Dade County Board of County Commissioners passed Resolution No. R-149-90 executing and approving a 30-year lease agreement Miami-Dade County ensuring that the County owned land will be used for park and recreational use. For 35 years, the Boys and Girls Club of Miami-Dade, Inc. have been operating and maintaining the Boys & Girls Club of Miami-Kendall Unit Park at no cost to the County. PROS currently has one other community recreation center built, maintained, and operated on County park land by the Club, known as Miami Shores Optimist Park at 10915 NW 14 Avenue.

The Club agrees to upgrade existing field lights, drainage and ground improvements on the field, provide new outdoor pavilion, refurbish an indoor basketball gym, refurbish an outdoor basketball court, and build a walking course around the Park, and other improvements in accordance with the Agreement (Attachment A).

It is in the best interest of the County to partner with community organizations, expanding a strategic approach that will maximize resident's access to quality recreational facilities located close to their neighborhoods. PROS continuously seeks to use public-private agreements that mobilize additional resources for park and recreation centers and programs countywide, promote greater effectiveness of those facilities and programs to provide more recreation opportunities to all County residents. The Management Agreement (Attachment A) authorizes the Club to manage, operate, and maintain the park.

A waiver of competitive bidding for the selection of the Club is in the County's best interest and is recommended due the Club's proven track record in running a successful program for children and teens on a year-round basis in a healthy, safe, productive, and enjoyable environment. Selecting a different entity to manage, operate, and maintain the park facility may result in an interruption of services to the community.



Roy Coley
Chief Utilities and Regulatory Services Officer

ATTACHMENT A

**BOYS AND GIRLS CLUBS OF MIAMI-DADE, INC.
PARK MANAGEMENT AGREEMENT**

This **MANAGEMENT AGREEMENT** (the "Management Agreement") made and entered into as of this ____ day of _____, 2025, by and between the **BOYS AND GIRLS CLUBS OF MIAMI-DADE, INC.**, a non-profit corporation organized and existing under the laws of the State of Florida, having its principal office at 2805 Southwest 32 Avenue, Miami, Florida 33133 (hereinafter referred to as the "Manager"), and **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida having its principal office at 111 Northwest 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County") (together, the "Parties" and individually, a "Party").

RECITALS

WHEREAS, the County owns and, through its Parks, Recreation and Open Spaces Department (the "Department"), operates the park property located at 9475 N. Kendall Drive, Miami, Florida 33176 known as Boys & Girls Club of Miami-Kendall Unit (the "Property" or the "Park") for the recreation and educational enjoyment of youth; and

WHEREAS, the Manager is a non-profit Florida corporation that has been serving youth in the community since 1940 in furtherance of its mission to enable all young people, especially those most in need, to reach their full potential as productive, caring, and responsible citizens; and

WHEREAS, the Manager maintains five locations throughout Miami-Dade County, serving 10,000 boys and girls throughout the year through its programming in the areas of character and leadership development, educational enhancement, career preparation, health and life skills, cultural arts and sports, and fitness and recreation; and

WHEREAS, one of the Manager's five facilities in Miami-Dade County (its Kendall Club) is adjacent to the Park and offers activities including baseball, basketball, dance, cheerleading, tennis, and football; and

WHEREAS, the Manager will substantially invest in the improvement of the Park and its adjacent facilities so as to ensure that the children of the community it services continue to receive the highest level of recreational and developmental opportunities; and

WHEREAS, Manager has been operating, managing and funding the facilities at the Park pursuant to a prior agreement, and the Parties desire to continue that relationship under the terms and conditions provided herein;

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

**ARTICLE 1
PARK MANAGER**

1.01 Park Manager. The County and Manager agree that the Manager shall

undertake the exclusive management of the Park in accordance with the terms and conditions of this Management Agreement. The Manager agrees to manage and operate the Park for and on behalf of the County throughout the term as a public park and recreation facility. All expenses that the Manager incurs under this Management Agreement shall be paid by the Manager and, for its services, the Manager shall be entitled to no other compensation from the County.

1.02 County's Right to Reclaim Park Management Responsibilities Upon Termination for Cause or Convenience. Upon a termination of this Management Agreement by the County for cause or convenience under the provisions of Article 7.01 or Article 7.02, as applicable, which is not determined to be wrongful pursuant to the provisions of Article 7.01, the County may reclaim all rights and responsibilities associated with the management of the Park as a public park facility. The County may not reclaim any such management responsibilities unless and until there is a termination of this Management Agreement pursuant to the provisions of Article 7.01 or Article 7.02, as applicable, of this Management Agreement that is not determined to be wrongful under the provisions of Article 7.01 of this Management Agreement.

ARTICLE 2 **TERM**

2.01 Term. Subject to the termination provisions of Articles 7.01 and 7.02 of this Management Agreement, the term of this Management Agreement shall be twenty (20) years from the Effective Date ("Effective Date"), which shall be the date on which all Parties have executed this Management Agreement or, in the County's case, the earlier of the date on which the County Mayor executes this Management Agreement or the date on which the County Mayor's veto period expires with respect to any legislation authorizing the County to enter into this Management Agreement.

2.02 Mutual Option to Renew. If this Management Agreement is not previously terminated and neither Party is not then in default, the Parties shall, by mutual consent, have the option to renew this Management Agreement upon the same terms and conditions herein for one (1) period of ten (10) years (the "Renewal Period"). The Renewal Period will commence on the day following the date the original Term expires. A Party must notify the other Party, in writing, of its intent to renew this Management Agreement at least ninety (90) days prior to the expiration of the original Term, at which time the receiving Party shall provide or withdraw its consent for such renewal within fifteen (15) days of its receipt of the notice to renew from the other Party. In the event this Management Agreement is renewed, the Manager shall provide an additional One Million Dollars (\$1,000,000.00) in improvements to the Park prior to the expiration of the Renewal Period.

2.03 Surrender of Park. At the expiration or earlier termination of the term of this Management Agreement, the Manager shall peaceably surrender the Park in as good a condition as the Park was on the Effective Date of this Management Agreement, ordinary wear and tear, depreciation and damage by condemnation, fire, theft or other casualty excepted. The Manager shall deliver all keys for the Park to the County and shall notify the County in writing of all combinations of locks, safes, and vaults, if any, in the Park. The Manager's obligation

to observe and perform the covenants set forth in this Article shall survive the expiration or earlier termination of the term of this Management Agreement.

ARTICLE 3 **COUNTY OVERSIGHT**

3.01 County's Manager. The County shall have the right to designate a County Manager who shall be an individual designated by the Director of the County's Parks, Recreation and Open Spaces Department to oversee the Manager's compliance with this Management Agreement and the County's rules and regulations relating to the day to day operations of public parks within the County. If the County does not designate a County Manager, the rights and responsibilities of the County Manager, as described in this Management Agreement, shall be discharged by the Department's Region Manager for the region encompassing the Park.

3.02 Quarterly Meetings with the County's Manager. The Manager shall meet with the County Manager at least quarterly to discuss any matters relating to this Management Agreement and/or the Park. At each of these meetings, but not more than quarterly, the Manager shall deliver to the County Manager a written report summarizing all matters pertaining to the management, maintenance, revenue, expenses, and operation of the Park.

3.03 County Manager's Removal of Manager's Employees. Pursuant to and as set forth in Article 4.02(c), the County Manager may request the Manager to remove an employee, contractor, subcontractor, volunteer and/or any other person performing services under this Management Agreement that the County Manager reasonably deems careless, incompetent, insubordinate, or otherwise reasonably objectionable. The Manager shall act promptly on the County Manager's request, provided that the County and Manager agree that such removal does not require the Manager to terminate or demote the removed employee, contractor, subcontractor, volunteer, or other person in other matters not related to the Park.

3.04 County Manager's Authority. Except as otherwise set forth in this Management Agreement (e.g., Article 3.03), the County Manager's authority shall be to review Manager's compliance with the County's rules and regulations relating today-to-day operations of public parks within the County. Excluding the County's right to terminate this agreement for convenience under Article 7.02, the County Manager shall not be the conclusive arbiter of whether Manager has breached any of the provisions of this Management Agreement, the acceptability and fitness of the Manager's services under this Management Agreement, or whether this Management Agreement was properly terminated under the provisions of Article 7.01 or otherwise. The foregoing sentence shall not be construed to limit the County or the County Manager's authority as set forth within the applicable dispute resolution provisions of Article 10.16 of this Management Agreement.

3.05 Inspection by County. The County shall have the authority to make periodic reasonable inspections of all the Park, equipment, and operations during the normal operating hours thereof to determine among other things, if such are being maintained in a safe, neat, and orderly condition. The Manager shall be required to make any improvements in cleaning

or maintenance methods as reasonably required by the County. Such periodic inspections may also be made at the County's sole discretion to determine whether the Manager is substantially operating in compliance with the terms and provisions of this Management Agreement.

ARTICLE 4

MANAGEMENT OF THE PARK

4.01 Standards of Operation. The Manager agrees to continuously and uninterruptedly manage, operate and maintain the Park open to the public as a public park and recreation facility. The Manager's management and operation of the Park shall be in accordance with the provisions of all applicable laws, including but not limited to Chapter 26 of the County Code and Article 7 of the Home Rule Charter.

(a) **Operating Plan.** The Parties acknowledge and agree that the Park shall be operated pursuant to the Operating Plan attached as Attachment 1, unless and until the Parties amend the Operating Plan by mutual consent in writing. In no event shall the Operating Plan permit the wholesale exclusion of the public from Park access or use (i.e., users not participating in park uses due to the Manager's programs, although the Manager shall have priority in using portions of the Park's facilities, e.g., the fields, in relation to its programs). To the extent that Operating Plan is inconsistent with this Management Agreement, this Management Agreement shall control.

(b) **Program Plan.** The Parties acknowledge and agree that the programs offered by the Manager in the Operating Plan shall be pursuant to the Program Plan attached as Attachment 2, unless and until the Parties amend the Program Plan by mutual consent in writing. The Manager and the County agree that the Program Plan attached as Attachment 2 aligns with the Department's Programming Goals for Youth Sports as set forth in subsection (b)(i) below. The Manager and County Manager shall meet every three (3) years upon sixty (60) days prior written notice from the County Manager requesting such a meeting, to review that the Program Plan aligns with the Department's Programming Goals, with any modifications to the Program Plan to be made only upon the mutual written consent of the Manager and the County. The Parties acknowledge and agree that while they will attempt to cause the Manager's Program Plan to achieve the Department's Programming Goals, whether or not or to what extent such goals have or have not been achieved, whether the Parties meet or fail to meet to review the Program Plan, whether or not the Parties agree to modify any of the Program Plan or any other reason with regard to the Manager's programs shall not be a basis to terminate this Management Agreement or declare a default hereunder.

(i) **Department Programming Goals.** The Department Program Goals are:

- (1) provide opportunities for kids regardless of physical or performance appearance;
- (2) focus on development of playing skills and not on the outcome of games;
- (3) provide a fun and relaxed environment that-results in success and continued play;

- (4) all kids play should play equally;
- (5) provide opportunities and should grow involvement of girls in sports;
- (6) provide a fair and unbiased team selection process;
- (7) age appropriate play philosophy and focus on skill development
 - (a) reducing field size will increase opportunities to succeed.
 - (b) success builds a sustainable model that will help to ensure continued play;
- (8) limit the length of seasons (promotes sport diversity); and
- (9) limit the number of and length of practices (promotes time at home).

(c) **Minimum Hours of Operation.** The Park shall be kept open to the public from sunrise to sunset unless games or events are scheduled for after sunset. The County may require a change in the hours of operation at the Park if, in the sole discretion of the County, such a change is desirable in providing the best service to the public; provided, however, no such change may prohibit or in any way curtail the Manager's use of the Park for the conduct of its club activities, games and events within the Park.

(d) **Pricing.** Without limiting the Manager's right to charge fees for participation in leagues, camps, afterschool, and other programming offered through the Boys & Girls Clubs of Miami-Dade County, Inc., the Manager shall not charge any member of the public a fee for the use of the Park or any of its facilities unless approved by the Board of County Commissioners. The Manager shall also provide scholarships to the community at no cost to the recipients of same.

(e) **No Discrimination Permitted.** The Manager shall not discriminate among County residents with respect to user fees, access, or availability based upon where a County resident resides or in a manner contrary to applicable law.

(f) **Manager's Emergency Contact.** The Manager shall be required to identify one or more employees who shall be on call, at all times, for emergencies or other matters relating to the operations of the Park. On a monthly basis, the Manager shall provide the County Manager with the name, address; mobile phone number, and e-mail address of the Manager's on-call employee.

(g) **Establishment of Rules and Regulations for Public Use.** The Manager shall observe, obey, and comply with all rules and regulations of general application adopted by the County and all laws, ordinances and/or rules and regulations of general application of other governmental units and agencies having lawful jurisdiction, which may be applicable to Manager's operations under this Management Agreement. Failure to do so will constitute a breach of this Management Agreement. With the prior written approval from the County's Manager, the Manager may establish additional reasonable rules and regulations for the use of the Park for recreation by the general public, but the rules and regulations adopted by the Manager, if any, shall be consistent with, and comparable to, the general-rules and regulations applicable to all County parks and recreation facilities.

(h) **Equipment and Amplifiers.** Except for the customary address systems used in sporting events and during the customary hours in which such events are held, no voice or sound amplification or public-address equipment will be used unless approved in writing by the Department. Motorized or mechanical equipment may be used in connection with this Management Agreement as approved in writing by the Department.

(i) **Hurricane Preparedness.** In the event of a hurricane, the Manager will follow the County Emergency Operations Center's plan of action. The Manager shall follow the County's emergency evacuation and hurricane plan as set forth for the Park or Manager.

(j) **Public Park Signage.** The Manager shall be required to install and maintain signage along the perimeter of the Park informing the public that the Park is a County park, open to the public.

4.02 Employment of Personnel.

(a) **Sufficient Personnel Required.** The Manager shall employ a sufficient number of staff to ensure that the Park is open and operating during the timeframes specified in Article 4.01(c) of this Management Agreement. The Manager shall be required to provide staffing for the Park seven (7) days a week to ensure that the Park is opened and closed as required in Article 4.01(c) of this Management Agreement. The Manager shall supervise the performance of all personnel employed in fulfillment of its obligations under this Management Agreement.

(b) **Minimum Standards for Personnel.** During those timeframes set forth in Article 4.01(c) of this Management Agreement, the Manager shall ensure that its personnel are adequately serving and attending to the public's needs at a level of service that is equal to or better than that currently offered by the County as set forth in Attachment 4. All personnel providing services under this Management Agreement shall be courteous and cooperative and present a neat, clean, and professional appearance at all times. All personnel having contact with the public shall be able to understand and communicate in spoken English.

(c) **Personnel as Responsibility of Manager.** All of the Manager's personnel shall be considered to be, at all times, employees of the Manager under its sole direction and not employees or agents of the County. The Manager shall supply competent personnel. The County Manager may require the Manager to remove an employee, contractor, subcontractor, volunteer and/or any other person performing services under this Management Agreement that the County Manager reasonably deems careless, incompetent, insubordinate, or otherwise reasonably objectionable and whose continued employment on County property is not in the best interest of the County. All personnel shall have and wear proper identification. The Manager shall control the conduct, demeanor, and appearance of its officers, employees, agents, representatives, and upon any complaints by the County or the public as to the conduct of any such officer, employee, agent and/or representative, the Manager shall take immediate steps to rectify and rectify the situation.

(d) **Salaries and Compensation of Personnel.** The Manager shall pay all wages, salaries and/or commissions of all employees, service personnel and maintenance

personnel who are employed by the Manager or engaged by the Manager as independent contractors with respect to the Park. The Manager shall pay all amounts due for workmen's compensation insurance, social security taxes, unemployment insurance, and all other taxes or levies now in force or hereafter imposed with respect to any such employee or personnel keep and maintain all necessary payroll and employment records and make all necessary withholding deductions from the salaries and wages of such employees and personnel as required by federal, state and local laws. The Manager shall promptly, upon the County's request, provide a list of the employees employed and contractors engaged in the management, operations, maintenance or repairs of the Park. This list will include the number of employees, their positions, salaries and benefits, and, in the case of independent contractors, their compensation.

(e) **Background Screening of All Employees and Contractors.** In accordance with the Shannon Melendi Act, Miami-Dade County Ordinance No. 08-07 (as it may be amended from time to time), all of the Manager's employees, personnel, volunteers, contractors consultants and any other entity or persons that will provide any services or perform any work on the Park must comply with the Shannon Melendi Act before the scheduled start of such employment, volunteerism, or work (see Attachment 4). The Manager shall further be required to comply with all elements of Fla. Stat. Section 943.0438, pertaining to athletic coaches for independent sanctioning authorities.

(f) **Certification of Athletic Staff.** The Manager shall ensure that all coaches, managers, volunteers, and team leaders are registered with a national youth sports organization (e.g., the National Alliance for Youth Sports or Optimist International, Inc.). Should the Manager desire to provide an alternate certification program, the certificate curriculum must be provided to the Department for approval.

4.03 Special Event Contracts. Subject to prior written approval by the County within thirty (30) days of request from Manager for Class "A" and Class "B" Special Events Permits (as defined in Miami-Dade County Implementing Order 8-3 effective 7/26/2024), the Manager may enter into contracts for the use of the Park by groups conducting picnics, parties, amateur play, camps, clinics, conferences and other events and such contracts shall be issued on a first-come, first-serve basis and to all persons and entities meeting the pre-established requirements for issuance of an event contract. Prior written approval by the County shall not be required for Class "C" Special Events Permits as defined hereinabove.

4.04 Sports League Contracts. Subject to prior written approval by the County, the Manager shall have the right to contract for a fee with other organizations to use the Park for football, baseball, basketball, soccer, or other sport, programs, or leagues. Such contracts and uses are permitted and shall constitute a public use of the Park.

4.05 No Other Contracts or Leases Permitted. Other than an event contract permitted by Articles 4.03 and 4.04, the Manager shall not enter into any contract or agreement relating to the Park, without the prior written consent of the County.

4.06 Restrictions on Park Management. In performing management services

hereunder, the Manager shall not, without the prior written consent of the County: (1) defend, compromise, settle or adjust any claim against the County for condemnation of the Park nor make a claim for said proceeds; (2) commence or discontinue any actions in the nature of legal proceedings in any court, before any governmental authority, or in arbitration; (3) terminate tenant leases, permit agreements or license agreements, if any; (4) sell, lease, lien, allow a lien to be placed, grant easements or otherwise encumber the Park; (5) enter into any agreements on behalf of the County with any third party other than as permitted in Articles 4.03 and 4.04; and/or (6) execute, assign, or consent/approve an amendment to any third-party contracts relating to the Park.

ARTICLE 5

REPAIR, MAINTENANCE, AND REPLACEMENT

5.01 Maintenance and Repairs of Park. The Manager shall undertake, make or cause to be made, and pay for, all upkeep, maintenance and repairs (including preventive maintenance and maintenance required to ensure that the Park and its facilities operate within Code requirements, as they may change from time to time) of the entire Park. The Manager shall be obligated, promptly and at its own expense, to repair all damage caused to the Park (including its facilities) by the Manager, its employees, agents, and independent contractors.

(a) **Manager's Installation of Equipment.** The Manager shall furnish and install all furnishings, fixtures, and equipment necessary for the operation of the Park. All furnishings, fixtures and equipment acquired for the Park shall be of a high quality as good as or better than that found at other County parks. Following the installation of any additional furnishing, fixtures, and equipment which may vest with the County, the Manager shall provide to the County a statement setting forth the cost of such equipment, furnishings, or improvements and the date upon which the installation of such equipment, furnishings, and improvements was completed. The Manager agrees that all new equipment, furnishings, and improvements provided shall meet the requirements of all applicable building, fire, pollution, and other related codes. The Manager shall not alter or modify any portion of the Park or the improvements constructed therein without first obtaining written approval from the County. A list of Manager's proposed improvements totaling Two Million Dollars (\$2,000,000.00) is affixed hereto as Attachment 8, and shall be phased in as follows:

i. The first One Million Dollars (\$1,000,000.00) of improvements shall be completed by the end of Year 2 of this Management Agreement; and

ii. The second One Million Dollars (\$1,000,000.00) of improvements shall be completed by the end of Year 5 of this Management Agreement.

(b) **Janitorial and Cleaning Services.** The Manager shall, at its sole cost and expense, provide for janitorial and cleaning services within the Park, so that the Park, all facilities within the Park, and all furnishings fixtures and equipment at the Park are clean and orderly at all times. If the Park and all therein is not kept reasonably clean and orderly at all times, the County will provide notice to the Manager of corrective action needed. Failure by the Manager to take any corrective action heeded within a reasonable time shall result in the

County causing the same to be cleaned and the Manager shall be responsible for reimbursing the County for its cost thereof, plus five percent (5%) for administrative costs. The Manager's janitorial and cleaning obligations under this Article shall include the provision of pest extermination services.

(c) **Litter and Trash.** The Manager shall provide litter and trash removal service and shall provide and maintain approved covered trash receptacles throughout the Park. The Manager shall provide for the proper handling, disposal, and transfer of garbage, including its transportation to an approved dumpster or garbage truck. The Manager shall maintain the Park free of litter, trash, and debris at all times.

(d) **Landscaping.** The Manager shall provide routine landscape maintenance services, such as trimming; fertilization, and irrigation sufficient to maintain the Park in a first class condition. Replacement, renovation, or redesign of plant material, landscape features or hardscaping, or removal of diseased trees and plants (including hurricane damage) shall be the responsibility of the Manager.

(e) **Hazardous Materials.** The Manager shall promptly notify the County of the presence of any hazardous materials found at the Park which come to the Manager's actual attention and assist the County and/or any of the County's environmental consultants in monitoring the environmental condition of the Park and in conducting any environmental testing which the County may desire to conduct. Unless the condition was exacerbated, disturbed, and/or caused by the Manager, any remediation shall be the sole responsibility of the County. To the extent that any hazardous materials or environmental condition was exacerbated, disturbed, and/or caused by the Manager, then the remediation and mitigation and costs associated therewith shall be the sole responsibility of the Manager.

(f) **Utilities.** The County shall not be required to provide any utilities to the Park, except that the County shall leave in an "as is" condition, all electrical, water facilities, and sewage collection as existing on the Effective Date of this Management Agreement. From the Effective Date of this Management Agreement, the Manager shall be required to maintain the existing utilities at its own cost. The Manager shall pay, at its sole cost and expense, all utility charges incurred in the operation of the Park including, without limitation, water, electricity, gas, telephone, waste collection and sewage services, cable, and internet. The Manager shall not place any reasonably unacceptable load or burden on the capacity of the applicable building systems and utility lines, as determined by either the public utility providing service or by the County in its exercise of reasonable judgment.

(g) **Curtailment of Utility Service.** The County reserves the right to interrupt, curtail, or suspend the provision of any utility service to which the Manager may be entitled hereunder when reasonably necessary by reason of accident or emergency or for repairs, alterations, or improvements which, in the reasonable judgment of the 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 performed 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 the Manager or for any limitation of supply resulting from governmental orders or directives. No diminution or abatement of or other charges, nor damages, shall be claimed by the Manager by reason of the County's or other individual's interruption, curtailment or suspension of a utility service, nor shall this Management Agreement or any of the Manager's obligations hereunder be affected or reduced thereby.

(h) **Service Contracts.** To discharge its obligation to provide maintenance and repair for the Park, unless it performs those obligations itself, the Manager shall negotiate and enter into service and supply contracts with subcontractors as it deems necessary and reasonable (the "Service Contracts"). The Manager shall supervise the performance of all independent contractors, subcontractors, suppliers, and servicing agents required for the proper management; maintenance, repair, and operation of the Park. The Manager, with the prior written consent of the County, may negotiate and enter into bona-fide Service Contracts with third parties for electricity, trash or rubbish hauling, vermin extermination, janitorial services, parking area and landscape maintenance, and such other maintenance services for the Park as the Manager shall reasonably determine to be advisable. All Service Contracts shall be in writing, in the name of the Manager, and assignable to the County. All Service Contracts shall be fully subject to and consistent with the term of this Management Agreement and applicable law.

(i) **County Indemnification Required.** All Service Contracts shall require the service contractor, to the maximum extent permitted by law, to indemnify, defend (with counsel reasonably acceptable to the indemnitees), protect and hold harmless the County from and against any and all damages in any manner related to, arising out of and/or resulting from any damage to or injury to, or death of, persons or property caused or occasioned by or in connection with or arising out of any act or omissions of the service contractor or its employees, agents or contractors.

(ii) **Delinquent Firms.** The Manager shall not enter into Service Contracts with entities or allow any entities to provide any services whatsoever at the Park, that to the knowledge of the Manager are delinquent or in arrears in their financial obligations with the County and/or that are debarred from doing work for the County. Before entering into a Service Contract, the Manager shall have the duty to reasonably inquire, using available County resources, into whether the proposed contractor is delinquent, in arrears, or otherwise debarred from doing or ineligible to do business with the County.

(i) **Inspections.** The Manager shall inspect the Park on a regular basis and provide written reports to the County, as required under Article 3.02 of this Management Agreement, regarding the condition of the Park. The Manager shall promptly provide written notice of any material problems with the physical condition of the Park. Annually, on a mutually acceptable date, a representative from the Manager and the County, along with any other individuals deemed necessary by either Party, shall perform a joint, thorough walk-through and inspection of the Park and all components and facilities therein to assess the adequacy of the upkeep, repairs and maintenance being performed by the Manager at the Park. To the extent that any deficiencies exist, the County shall provide a notice to the Manager of all such deficiencies within twenty (20) days of the completion of the inspection and walk-

through and the Manager shall within a reasonable time commence corrective action. If the Manager materially fails to timely and/or adequately undertake corrective action, the County shall do so and the Manager shall reimburse the County for its cost and expense associated with such corrective action.

(j) **Warranties.** On behalf of the County and with the County's prior approval in each instance, the Manager shall enforce warranties in effect from time to time that may relate to any Park improvements, fixtures, and equipment.

(k) **Signs.** The nature, size shape, location, and installation of the Manager's signs within the Park must first be approved in writing by the County. With the exception for those signs that the County requests to retain, all signs shall be removed by the Manager at the termination of this Management Agreement and any damage or unsightly condition caused to the Park because of said signs shall be satisfactorily corrected or repaired by the Manager.

(l) **No Sale of Park Naming Rights.** It is expressly understood and acknowledged by both Parties that this Management Agreement does not constitute a sale of "naming rights" to the Park. The County, through the Board of County Commissioners, retains the right and power to name and rename the Park.

5.02 Capital Improvements. The Manager shall be responsible, at its sole expense, for any capital improvements and/or repair/replacement of capital improvements to the Park. The determination of the necessity of a capital improvement and/or the repair/replacement of a capital improvement shall be made jointly by the County and the Manager, in the exercise of their reasonable discretion and subject to applicable law. Notwithstanding the foregoing, the County shall not in any way be prohibited from making capital improvements to the Park, including entering into third-party agreements for the construction and installation of such capital improvements. The County shall provide written notice to the Manager of such capital improvements and shall work collaboratively with the Manager to avoid disruption of the Manager's programming. The Manager shall be responsible, at its sole cost and expense, for the replacement of damaged or diseased trees, landscape materials and landscaping, whether existing at the time of this Management Agreement or thereafter installed. The construction and/or repair of any capital improvements shall require the County's advance written approval. Any capital improvements placed in the Park shall be of a quality equal to or exceeding the improvements placed in similar County parks and in no event shall capital improvements have the effect of limiting access to the Park or conveying the impression that the Park is a private facility.

5.03 Ownership of Improvements. At all times, the Park shall remain the property of the County, and the Manager shall be responsible for the maintenance and operation of the Park as defined in this Management Agreement. Title to all improvements constructed in the Park, whether or not paid for using County funds, shall immediately vest with the County.

5.04 Existing and New Buildings. The Parties acknowledge and agree that there are currently buildings in the Park, including a club and office and club activities building and

a gym that is used by the Manager for the purposes its described in this Management Agreement. Notwithstanding anything to the contrary in this Management Agreement, the Parties agree that the Manager will have use of such buildings and is not required to allow those not registered with Manager for programming purposes access to or use of such buildings. Any construction or erection of additional buildings or demolition or replacement of existing buildings shall be agreed to by the Manager and the County.

ARTICLE 6

FINANCIAL TERMS

6.01 Annual Management and Administrative Oversight Fee. The Manager shall pay the County an annual fee in accordance with the schedule set forth as Attachment 3 within thirty (30) days of the anniversary of the Effective Date of this Management Agreement.

6.02 Taxes on Manager's Personal Property. The Manager shall be responsible for and shall pay before delinquency all municipal, county, or state taxes assessed against any occupancy interest or personal property of any kind, owned by or placed in, upon or about the Park by the Manager.

6.03 Late Payment Charges. If the Manager fails to make any payments on time, as required to be paid under the provisions of this Management Agreement, a penalty at the rate of 1.5% per month or any portion of a month shall accrue from the due date, against the delinquent payment(s) until same is paid. The County's right to require payment of such late payment charge and the obligation of the Manager to pay same shall be in addition to and not in lieu of the rights of the County to enforce other provisions herein, including termination of this Management Agreement, or pursuing other remedies provided by law.

6.04 Worthless Check or Draft. If the Manager delivers a dishonored check or draft to the County in payment of any obligation arising under this Management Agreement, the Manager shall incur and pay to the County a service charge of the greater of (1) \$10.00; (2) or five percent (5%) of the face amount of the check; (3) or the actual cost incurred by the County as a result of its attempt to cash the dishonored check or draft. For each such dishonored check, such payment and service charge shall be made within five (5) days from written notice of such default. Further, in such event, the County may require that future payments required pursuant to this Management Agreement be made by cashier's check or other means acceptable to the County. A second such occurrence of dishonored check or draft during the Management Agreement term will constitute a default allowing termination of this Management Agreement by the County.

6.05 Payment. Any amounts payable by the Manager to the County under this Management Agreement shall be paid promptly when due, without notice for any reason whatsoever and without abatement, except as hereinafter provided. All fees provided for in this Management Agreement shall be submitted to:

Miami-Dade County Parks, Recreation and Open Spaces Department
Finance Division

275 N.W. 2nd Street, 3rd Floor
Miami, FL 33128

Checks shall be made payable to "Miami-Dade County Parks, Recreation and Open Spaces Department."

6.06 County's Right to Lien Property. In addition to any other remedy available in law or equity, the County may lien personal property of the Manager on the Park to secure the payment to the County of any unpaid money accruing to the County under the terms of this Management Agreement.

6.07 Inspector General and Independent Private Sector Inspector General.

(a) The County's Inspector General and any independent private sector inspector general ("IPSIG") retained, exercising any powers afforded under this Management Agreement or applicable law, shall have the right to examine all documents and records in the Manager's possession, custody or control which, in the their reasonable judgment, pertain to the project design and performance of construction matters under this Management Agreement, including but not limited to, original estimate files; change order estimate files; worksheets; proposals and agreements from and with subcontractors and suppliers; all project related correspondence, memoranda, instructions, financial documents, construction documents, bid and contract documents; back-charge documents; 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. Upon written notice to the Manager from the Inspector General or an IPSIG retained by the Inspector General, the Manager shall make all requested records and documents available to the Inspector General or the IPSIG for inspection and copying. The Inspector General and the IPSIG shall have the right to inspect and copy all documents and records in the Manager's possession, custody or control which, in the Inspector General's or the IPSIG's sole judgment pertain to performance of the contract.

(b) The provisions in this Article 6.07 shall apply to the Manager and its officers, agents and employees. The Manager shall incorporate the provisions in this Article in all subcontracts executed by the Manager in connection with the performance of this Management Agreement.

(c) Nothing in this Article 6.07 shall impair any independent right that the Manager may grant to the County to conduct audit or investigative activities. The provisions in this Article 6.07 are neither intended nor shall they be construed to impose any liability on the County, the Manager or third parties.

ARTICLE 7
TERMINATION

7.01 Termination for Cause by the County. The County shall have the right to terminate this Management Agreement if the Manager fails to pay any amounts due under

Article 6 of this Management Agreement within fifteen (15) days after written notice that the amount has not been so paid or if the Manager materially and manifestly fails to keep, observe or perform any material covenant, agreement, term or provision of this Management Agreement to be kept, observed, or performed by the Manager and such default continues for a period of thirty (30) days after written notice thereof by the County to the Manager; unless default cannot be cured within such thirty (30) day period, and the Manager has initiated efforts to cure 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 Management Agreement, upon (1) the institution of proceedings in voluntary bankruptcy or reorganization by the Manager; (2) the institution of proceedings in involuntary bankruptcy against the Manager if such proceedings continue for a period of ninety (90) days; (3) the assignment by the Manager for the benefit of creditors without prior County notification and written approval; (4) the abandonment or discontinuation of operations at the Park (other than for normal maintenance and refurbishing), without the County's written consent, for a period exceeding ninety (90) days; (5) the discovery of any material misstatement by the Manager inducing the County to enter into this Management Agreement; and (6) the use of the Park for other than public park purposes, upon fifteen (15) days prior written notice and opportunity to cure from the County. If the County terminates this Management Agreement for cause and in accordance with the applicable dispute resolution provisions of Article 10.16 of this Management Agreement it is later determined that the County's termination was wrongful, then the Manager shall be entitled to continue to utilize the Park in the manner and for the remainder of the Term of this Management Agreement. Any dispute between the Parties as to whether cause for termination exists shall be resolved by the dispute resolution provisions set forth in Article 10.16 of this Management Agreement.

7.02 Termination for Convenience by the County. The County may terminate this Management Agreement without cause and at any time upon giving two hundred seventy (270) days' prior written notice to the Manager. Such termination will be effective on the date stated in the notice.

7.03 Effect of Termination by the County. Following the termination of this Management Agreement, the Manager, within fifteen (15) calendar days shall forthwith remove all of its personal property, except as provided in Article 7.05 of this Management Agreement. Any personal property of the Manager not removed in accordance with this Article, at the County's election, may either be removed by the County for storage at the cost of the Manager or shall constitute a gratuitous transfer of title thereof to the County. The County shall not be liable to the Manager for the safekeeping of the Manager's personal property during or after termination of this Management Agreement. The Manager shall be liable to the County for the fair market value of any fixtures removed without the County's pre-approved written permission. The Manager shall be liable to the County for any expenses incurred by the County in replacing any items wrongfully removed by the Manager.

7.04 Termination by Manager. The Manager shall have the right upon thirty (30) calendar days' written notice to the County, given in the manner set forth in Article 10.02 of this Management Agreement, to terminate this Management Agreement at any time after the occurrence of (1) a breach by the County of any of the terms, covenants, or conditions contained in this Management Agreement and the failure of the County to remedy

such breach for a period of sixty (60) calendar days after receipt of written notice of the existence of such breach or (2) the assumption by the U.S. Government or any authorized agency thereof, or any other governmental agency, of the operation, control, or use of the Park, or any substantial part, or parts, thereof in such a manner as substantially to restrict the Manager's operations for a period of ninety (90) calendar days or more.

7.05 Ownership of Improvements Upon Expiration or Termination.

(a) Upon the expiration or earlier termination of this Management Agreement for any reason, all existing and subsequently installed fixtures, equipment, improvements, and appurtenances attached to or built into the Park in such a manner as to become part of the freehold, whether or not by or at the expense of the Manager, shall become and remain a part of and be surrendered with the Park to the County. Any furniture, furnishing, equipment, or other articles of movable personal property owned by the Manager and located in the Park, shall be and shall remain the property of the Manager and may be removed by it at any time during the term of this Management Agreement and the same have not become a part of the freehold, and so long as such does not materially affect the Manager's ability to use the Park and conduct its business as required herein. However, if any of the Manager's property is removed and such removal causes damage to the Park, the Manager shall repair or pay the cost of repairing any damage to the Park resulting from such removal. Any property belonging to the Manager and not removed by the Manager at the end of the Management Agreement shall, at the election of the County, be deemed to be abandoned by the Manager, and the County may keep or dispose of such property and restore the premises to good order within ten (10) days after vacating property therefore. At the end of the Management Agreement, the Manager shall deliver to the County the Park.

(b) Notwithstanding anything to the contrary in this Management Agreement, in the event that the use, occupancy, or operation of the demised premises is abandoned or discontinued for a period of ninety (90) days as set forth in Article 7.01 above or, in the event this Management Agreement is cancelled by the Manager as set forth in Article 7.04 above or by virtue of default on the part of the Manager, and upon the expiration of the term of this Management Agreement, the title to all permanent improvements made or constructed upon the demised premises during the term of this Management Agreement shall become vested in the County, without payment or compensation. However, if the County shall be required to cancel this Management Agreement in the public interest, and acquire the use and occupancy of the demised premises for a County purpose, then the County may cancel this Management Agreement as set forth in Article 7.02 above. Then and in such event, the County shall pay to the Manager the fair and reasonable market value as of the date of such cancellation for all approved permanent improvements constructed upon the demised premises by the Manager during the term of this Management Agreement and the said value shall be determined in the following manner:

The value of the permanent improvements or structures as determined by two competent appraisers, one who shall be selected and paid by the Manager and one who shall be selected and paid by the County and both of whom shall be members of the American Institute of Real Estate Appraisers, shall be paid by the County to the Manager as liquidated damages. If the difference in the valuations of the two appraisers is ten percent (10%) or less, the value of the aforesaid improvements shall be the average of the two valuations. If there is a difference of over ten percent (10%) in the valuations fixed by the appraisers, the two

appraisers shall select a third appraiser, who shall be a member of the American Institute of Real Estate Appraisers, and whose fee shall be paid jointly by the County and Manager as to improvements made by the Manager. It is understood and agreed that the third appraiser's determination as to fair and reasonable market value shall be binding upon all the Parties.

For purpose of this section, all equipment shall be depreciated on a straight line bases at ten percent (10%) a year. Draperies, floor and ceiling coverings and furnishings and the like shall be depreciated on a straight line basis at twenty percent (20%) a year. Building improvements are to be appreciated over the term of this Management Agreement.

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

ARTICLE 8

INSURANCE AND INDEMNIFICATION

8.01 Obligation to Carry and Utilize Insurance in Event of Damage or Destruction. The Manager is required to carry insurance on the Park as specified in Article 8.02 and, if damaged, to use any insurance proceeds to restore and make the Park usable to the extent of such insurance proceeds -in accordance with the terms of this Management Agreement.

8.02 Insurance Requirements. The Manager (or any subcontracted entity working within the Park) shall furnish to the County the Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below for the Park during the term of this Management Agreement:

(a) Worker's Compensation Insurance for all employees of the Manager as required by Florida Statute, Chapter 440.

(b) Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury, product liability and property damage. The 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 Manager's services in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

(d) Property Insurance Coverage on an "All Risk" basis. The County must be shown as a Loss Payee A.T.I.M.A.

(e) Professional Liability or Errors & Omissions: The civil engineer and/or the architect for any capital improvements shall provide such insurance coverage for the Project in an amount not less than \$1,000,000 per claim.

8.03 Insurer's Qualifications. The insurance coverage required under Article

8.02 shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Manager. 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 as to management and financial strength:

(a) The Company must be rated no less than "B" as to management, and no less than Class "V" as to strength, by AM. Best Company, Oldwich, New Jersey, or its equivalent, subject to the approval of the County's Risk Management Division.

OR

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

8.04 Modification of Insurance Policies. Insurance certificates will indicate that no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

8.05 Insurance Not a Waiver of Obligations; Duty to Maintain. Compliance with the foregoing requirements, including the policy limits of any policy procured under Article 8.02, shall not relieve the Manager of my liability and obligation under this section or under any other section of this Management Agreement. This Management Agreement is contingent upon receipt from the Manager of insurance documents within fifteen (15) calendar days after County's notice. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Management Agreement, the Manager shall be notified in writing of such deficiency and shall have an additional five (5) days to submit a corrected certificate to the County. If the Manager fails to submit the required insurance documents in the manner prescribed in this Management Agreement within twenty (20) calendar days after the County's first notice as indicated above, the Manager shall be in material default of the contractual terms and conditions of this Management Agreement, unless such time frame for submission has been extended by the County.

The Manager shall ensure that the insurance certificates required in conjunction with this Article remain in force for the duration of the term of this Management Agreement, including any and all renewals or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the term of this Management Agreement, the Manager shall submit new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates within sixty (60) days of their expiration, the County may, at its sole discretion, terminate this Management Agreement.

8.06 County Retains Right to Amend Insurance Requirements. At any time during the course of this Management Agreement, the County reserves the right to reasonably amend the insurance requirements by the issuance of a notice in writing to the Manager. Modification or waiver of any of the aforementioned requirements is subject to approval of

the County's Risk Management Division.

8.07 Release and Indemnification. The Manager 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 Management Agreement by the Manager or its employees, agents, servants, partners principals or subcontractors, The Manager 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 Manager expressly understands and agrees that any insurance protection required by this Management Agreement or otherwise provided by the Manager 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.

8.08 Securing Property; Damage to Property of Manager. The Manager acknowledges and accepts full responsibility for the security and protection of its personal property (including equipment and money). The County makes no warranties or representations as to any obligation to provide security in the Park or for the Manager. The Manager shall provide its own specialized security for the Park, and the absence of any security obligations shall not create any security obligation on behalf of the County. The County will be responsible for the damage, destruction or loss (whether partial or total) of the real and personal property of the Manager.

ARTICLE 9

LIMITATIONS ON USE

9.01 No Creation of a Property Interest. This Management Agreement is not intended to and shall not be construed to vest the Manager with any title, estate, leasehold, possessory interest, exclusive use or property right in any real properties, personal properties, or equipment of the County, including, without limitation, the Park and any improvements thereon, whether now existing or existing as a result of any future agreements between the County and Manager for improvements to the Park. The County does not by this Management Agreement relinquish, convey, or qualify in any degree its respective possession, title, control, or management of any properties or equipment.

9.02 Assignment, Other Agreements, and Successors in Interest.

(a) The Manager shall not assign, mortgage, pledge, transfer nor otherwise encumber this Management Agreement or any portion thereof, nor any property associated with this Management Agreement without prior written approval of the County. Unapproved assignment, mortgaging, pledging, transferring or encumbering shall be grounds for immediate termination of this Management Agreement by the County. It is agreed that all terms and conditions of this Management Agreement shall extend to and be binding on

assignees and other successors as may be approved by the County.

(b) The Manager shall not enter into any other agreement for services required to be provided under this Management Agreement without prior written approval of the County. The Manager's entry into unapproved agreements shall be grounds for immediate termination of this Management Agreement. Any services rendered pursuant to another agreement must be made available and accounted for through the Manager so as to provide seamless service to the public as if provided directly by the Manager.

9.03 Ownership of the Manager. The ownership of the Manager is very important to the County; therefore, the County reserves the right to request an accurate list of the Manager's board members and, upon reasonable notice, the Manager shall provide that information to the County.

9.04 Other Restrictions on Use. The Manager shall not use and operate the Park and any part thereof in a manner that would (i) violate any legal requirements or insurance requirements; (ii) cause structural injury to the Park or any part thereof; (iii) constitute a public or private nuisance; (iv) impair the appearance of the Park; (v) impair or interfere with the cleaning, heating, ventilating or air-conditioning of the Park or the proper and economic functioning of any other area within the Park, (vi) impair or interfere with any of the other users of the Park; or (vii) impair any of the Manager's obligations under this Management Agreement.

ARTICLE 10 **MISCELLANEOUS TERMS**

10.01 Governmental Approvals. If any governmental license or permit shall be required for the proper and lawful conduct of the Manager's business in the Park, or any part thereof, or if failure to secure such license or permit would in any way adversely affect the County, the Manager, at its expense, shall duly procure and thereafter maintain such license or permit and submit the same to inspection by the County. The Manager shall at all times comply with the terms and conditions of each such license or permit.

10.02 Notices. Notices, requests, and other communications required or permitted to be made hereunder shall be in writing and may be delivered personally, sent via e-mail if acknowledged as received or is otherwise replied to by the receiving Party or sent by overnight courier with signature required and signed by the receiving Party upon delivery:

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

With a copy to: County Attorney's Office
111 N. W. 1st Street, Suite 2810
Miami, Florida 33128
Attn: Melanie Spencer
Assistant County Attorney

Email: Melanie.Spencer@miamidade.gov

To the Manager: President
Boys and Girls Clubs of Miami-Dade, Inc.
2805 Southwest 32nd Avenue
Miami, Florida 33133

or to such other address as either Party may give notice in the manner set forth above.

Attn: _____
Email: _____

10.03 Entirety of Agreement. The Parties agree that this Management Agreement sets forth the entire agreement between the Parties, and there are no promises or understandings other than those stated therein. None of the provisions, terms, and conditions contained in this Management Agreement may be added to, modified, superseded, or otherwise altered, except as may be specifically authorized herein or by written instrument executed by the Parties.

10.04 Headings. The headings of the various paragraphs and sections of this Management Agreement are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Management Agreement or any part or parts of this Management Agreement.

10.05 Severability. The invalidation of any portion of this Management Agreement shall not automatically invalidate the entire Management Agreement.

10.06 Choice of Law; Venue. Florida law shall govern this Management Agreement and any dispute arising therefrom. Any litigation between the County and the Manager relating in any way to this Management Agreement shall be brought in a court of competent jurisdiction located in Miami-Dade County, Florida.

10.07 Rights Reserved to County; Non-Exclusive Remedies. All rights not specifically granted to the Manager by this Management Agreement are reserved to the County. The designation of any particular remedy for the County or Manager is without prejudice to any other relief available in law or equity, and all such relief is reserved to the County or Manager as applicable.

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

10.09 Conflict of Interest. Section 2-11.1(d) of the Miami-Dade County Code, as amended, prohibits any County employee, autonomous personnel, quasi-judicial personnel,

advisory personnel, or departmental personnel, as defined in Section 2-11.1(b), from entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which he or any member of their immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, and any such contract, agreement or business engagement entered in violation of this subsection shall render this Management Agreement voidable. Such person must first request a conflict of interest opinion from the County's Commission on Ethics and Public Trust prior to their or their immediate family members entering into any contract or transacting any activities with Miami-Dade County or any person or agency acting for Miami-Dade County. For additional information, please contact the Commission on Ethics hotline at (305) 579-2593.

10.10 Limiting Legislative or Judicial Action. If any municipal, county (including Miami-Dade County), state, or federal body of competent jurisdiction passes any law, ordinance, or regulation of general application in any way restricting or prohibiting the use of the Manager for the purposes of this Management Agreement, this Management Agreement will be terminated and unenforceable by any Party to this Management Agreement and the County shall have no further liability under this Management Agreement. The Parties acknowledge that any of the obligations in this Management Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Manager and the County under this Management Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof. If a referendum vote of the electorate of the County in any way restricts or prohibits the use of the Park for the purposes of this Management Agreement, this Management Agreement will be terminated and unenforceable by any Party to this Management Agreement and the County shall have no further liability under this Management Agreement. If the County reasonably deems the Management Agreement terminated by function of this paragraph, the County will not be liable to the Manager for damages arising therefrom and the County shall have no further liability under this Management Agreement.

10.11 Non-Discrimination. Manager does hereby for itself, its personal representatives, successors in interest, and assignors, as part of the consideration hereof, covenant and agree that:

(a) Manager shall not discriminate against any individual on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, residency within or outside the County, disability, marital status, familial status, sexual orientation, gender, gender identity or gender expression, or status as victim of domestic violence, dating violence, stalking or be otherwise subjected to discrimination in the use of said Park, except as provided by law.

(b) In the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, religion, national origin, sex, sexual orientation, age, residency within or outside the County, or handicap shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination, except as provided by law.

(c) Manager shall use the premises in compliance with all other requirements imposed by or pursuant to Title 45, Code of Federal Regulations Article 80, Non-discrimination under programs receiving Federal Assistance through the Health, Education and Welfare Act - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(d) In the event of breach of any of the above non-discrimination covenants, the County shall have the right to terminate the Management Agreement and reenter and repossess said Park thereon and hold the same as if said Management Agreement had never been made or issued. This provision shall not be effective, where applicable, until the procedures of Title 45, Code of Federal Regulations, Part 80, are followed and completed including exercise or expiration of appellate rights. Manager shall not discriminate against any employee or applicant for employment in the performance of the Management Agreement with respect to hiring, tenure, terms, conditions, or privileges of employment on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, residency within or outside the County, disability, marital status, familial status, sexual orientation, gender, gender identity or gender expression, or status as victim of domestic violence; dating violence or stalking.

10.12 Compliance with Laws and Regulations. The Manager agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and County orders, statutes, ordinances, rules and regulations which may pertain to the services required under this Management Agreement. The County may require the Manager to execute any affidavits reasonably required by the County to either comply with applicable law or demonstrate or establish compliance with applicable law.

10.13 No Waiver of Right to Enforce. The waiver by County or Manager of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or any subsequent breach of the same or any other term, covenant, or condition herein contained. The County's late acceptance of any payment due under this Management Agreement or the performance of any obligation under this Management Agreement shall not be deemed to be a waiver of any preceding breach by Manager of any term, covenant, or condition of this Management Agreement. No covenant, term, or condition of this Management Agreement shall be deemed to have been waived by the County or Manager, unless such waiver is in writing by County or Manager, nor shall there be any accord and satisfaction unless expressed in writing and signed by both County and Manager.

10.14 County as Sovereign. It is expressly understood that notwithstanding any provision of this Management Agreement and the County's status thereunder, that the County retains all of its sovereign prerogatives and rights as a county under Florida laws and shall in no way be estopped from withholding or refusing to issue any approvals of applications for building, zoning, planning, or development under present or future laws and regulations of whatever nature applicable to the operations of the Manager or be liable for the same. The County shall not, by virtue of this Management Agreement, be obligated to grant

the Manager any approvals of applications for building, zoning, planning, or development under present or future laws and ordinances of whatever nature applicable to the operations of the Manager.

10.15 Public Records. The Manager shall comply with Florida's public records law, including Fla. Stat. Section 119.0701. The Manager shall specifically: (1) keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Manager upon termination of this Management Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If the Manager does not comply with a public records request, the County may pursue and seek a Court order compelling the Manager to comply with the public records request and/or issue notices of default and/or termination under this Management Agreement.

IF THE MANAGER HAS QUESTIONS CONCERNING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

THE MIAMI-DADE COUNTY PARKS, RECREATION AND OPEN SPACES DEPARTMENT, ATTN: MR. DAVID LIVINGSTONE, (305) 755-7824, dcl@miamidade.gov, 275 NW 2ND STREET, 5TH FLOOR, ROOM 555, MIAMI, FL 33128-1719.

10.16 Dispute Resolution.

(a) In the event of any dispute related to this Management Agreement or the performance of the Manager or the County thereunder, including without limitation a dispute between the County Manager and Manager as to the operations of the Park or a dispute as to whether this Management Agreement may be terminated pursuant to terms of Article 7.01, the Manager 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 Management Agreement, shall discuss the dispute and attempt to amicably resolve it.

(b) If the dispute cannot be settled through negotiation between the Parties within fifteen (15) days after the first meeting between the Manager and the Director or his designee, the Parties agree first to try in good faith to settle the dispute by mediation

administered by the American Arbitration Association 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 Manager 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 provisions set forth in Article 10.17.

(d) In the event that under to foregoing procedures it is finally resolved that the Manager is liable. The Manager shall nonetheless not be liable if the Manager 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 Manager 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.

10.17 Alternative Dispute Resolution.

(a) **Voluntary Trial Resolution.** Any dispute or claim between Manager 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 Article 10.17 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 Articles 10.16 (a) and (b) of the Management Agreement, voluntary trial resolution pursuant to this Article 10.17 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 Article 10.17. 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 conveniens. 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.

10.18 Force Majeure. Any delays in or failures of performance by a Party under this Management Agreement shall not be considered a breach of this Management Agreement if and to the extent caused by occurrences beyond the reasonable control of the Party affected, including but not limited to: acts of God; acts or delays by parties not a party to this Management Agreement, changes in regulations or laws of any government; strikes or other concerted acts of workers; hurricanes, fires; floods; explosions; riots; wars; rebellions; and sabotage; and any time for performance hereunder shall be extended by the actual time of delay caused by such occurrence.

10.19 Human Trafficking. By entering into this Management Agreement, Manager is obligated to comply with the provisions of section 787.06, Florida Statutes, "Human Trafficking," as amended, which is deemed as being incorporated by reference in this Agreement. This compliance includes Manager providing an affidavit in the form of Attachment 5 that it does not use coercion for labor or services. This Management Agreement may be void if Manager submits a false affidavit or if Manager violates section 787.06, Florida Statutes, during the term of this Management Agreement, even if Manager was not in violation at the time it submitted its affidavit.

10.20 Eliminating the Distribution of Single-Use Plastics and Polystyrene to Consumers by Manager. By entering into this Management Agreement, Manager affirms it will not distribute single-use plastics and polystyrene items to consumers in such forms including, but not limited to, containers, utensils, beverage bottles, stirrers, and bags, in accordance with Miami-Dade County Ordinance 16-58 and Miami-Dade County Resolution No. R-1030-24. Prepackaged foods such as ready-to-eat meals and snack packs are excepted from this preclusion.

[SIGNATURE PAGE FOLLOWS]

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

Witnesses

Print Name:

Print Name:

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

By: _____
County Mayor

ATTEST:
By: _____
Deputy Clerk



Print Name:
Raavel Fernandez



Print Name:
Dianhelvis Perez

**BOYS AND GIRLS
CLUBS OF MIAMI-
DADE, INC., a non-
profit of the State of
Florida**

By: 

President

ATTACHMENT 1

**BOYS & GIRLS CLUBS OF MIAMI-DADE
KENDALL CLUB
OPERATIONAL PLAN**

[INSERT PROPOSED MONTHLY PROGRAMMING SCHEDULES HERE]

ATTACHMENT 2

BOYS & GIRLS CLUBS OF MIAMI-DADE KENDALL CLUB PROGRAM PLAN

In alignment with the Department's Programming Goals, Boys & Girls Clubs of Miami-Dade will ensure that all programs provide the following by incorporating it into the sport programs rules and regulations and organization's Policy and Procedures. Additionally, they will be reviewed periodically with program staff.

Boys & Girls Clubs of Miami-Dade will 1) provide opportunities for kids regardless of physical or performance appearance; (2) focus on development of playing skills and not on the outcome of games; (3) provide a fun and relaxed environment that results in success and continued play; (4) all kids play and they should play equally; (5) provide opportunities and should grow involvement of girls in sports; (6) provide a fair and unbiased team selection process; (7) age-appropriate play philosophy and focus on skill development (i.e., reducing field size will increase opportunities to succeed and success builds a sustainable model that will help to ensure continued play); (8) limit the length of seasons to promote sport diversity; and (9) limit the number of and length of practices to promote time at home.

ATTACHMENT 3

**BOYS & GIRLS CLUBS OF MIAMI-DADE
KENDALL CLUB
ANNUAL MANAGEMENT AND ADMINISTRATIVE OVERSIGHT FEES**

FY2025	\$100.00
FY2026	\$100.00
FY2027	\$100.00
FY2028	\$100.00
FY2029	\$100.00
FY2030	\$100.00
FY2031	\$100.00
FY2032	\$100.00
FY2033	\$100.00
FY2034	\$100.00
FY2035	\$100.00
FY2036	\$100.00
FY2037	\$100.00
FY2038	\$100.00
FY2039	\$100.00
FY2040	\$100.00
FY2041	\$100.00
FY2042	\$100.00
FY2043	\$100.00
FY2044	\$100.00
FY2045	\$100.00
FY2046	\$100.00
FY2047	\$100.00
FY2048	\$100.00
FY2049	\$100.00
FY2050	\$100.00
FY2051	\$100.00
FY2052	\$100.00
FY2053	\$100.00
FY2054	\$100.00
FY2055	\$100.00

ATTACHMENT 4

Affidavit for Level 2 Background Screenings

Affidavit Affirming Compliance with

Background Screening for Provider Personnel

And/or Volunteers, Subcontracted Personnel, as applicable

In accordance with Chapter 435, 402, 39.001, and 1012.465 Florida Statutes, and pursuant to the requirements of Article 9, Background Screening of this Contract, the undersigned affiant makes the following statement under oath, under penalty of perjury, which is a first degree misdemeanor, punishable by a definite term of imprisonment not to exceed one year and/or a fine not to exceed \$1,000, pursuant to Sections, 837.012 and 775.082, Florida Statutes.

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

Before me, the undersigned authority, personally appeared _____

Authorized Provider Representative

of _____, who being by me first duly sworn, deposes and says:

(Name of Contracted Provider)

I swear and affirm that the above-named contracted Provider is compliant with the requirements for personnel background screening detailed in Article 9 of this Contract, including but not limited to Chapter 435, 402, 39.001, and 1012.465 Florida Statutes, and Section 26-38 of the Code of Miami-Dade County, as applicable, for all personnel having direct contact with vulnerable populations or those that have access to their personal information or records.

(Signature of CEO/Exec. Dir.)

Date: _____

THE SHANNON MELENDI ACT AFFIDAVIT

(To be completed and supplied prior to Management Agreement execution and updated annually. Must also include proof of background checks)

MIAMI-DADE COUNTY PARKS, RECREATION AND OPEN SPACES DEPARTMENT AFFIDAVIT

PURSUANT TO MIAMI-DADE COUNTY CODE CHAPTER 26, ARTICLE III; THE SHANNON MELENDI ACT:

1. This affidavit is submitted to the Miami-Dade County Parks, Recreation, and Open Spaces Department, (the "Department") by:

_____, for

(Print individual's name and title)

(Print name of entity submitting compliance statement)

whose business address is _____

and its Federal Employer Identification Number (FEIN/SSN) _____

2. I am duly authorized to make this affidavit on behalf of:

_____ (Print individual's name and title) _____ (Print name of entity submitting affidavit)

3. I understand that on January 10, 2008, the Miami-Dade County Commission passed and adopted Ordinance No. 08-07, which amended Miami-Dade County Code, Chapter 26, Article III, and the Shannon Melendi Act.
4. I understand that on May 12, 2014, the Governor of Florida approved Chapter 2014-9, which amended Subsection (1) and paragraphs (a), (b), (c), and (d) of subsection (2) of Section 943.0438, Florida Statutes.
5. I understand and can attest to my organization/agency/firm's compliance with the Ordinance and the Florida Statute, and that;
- A. Independent sanctioning authorities, to include Programming Partners and CBOs, shall secure a level 2 and nationwide criminal background screening to include fingerprinting, of all existing employees, volunteers, athletic coaches, and umpires, whose duties require physical presence on park property owned or operated by Miami-Dade County. In addition, prior to employing or allowing a person to volunteer or work for 20 or more hours within a calendar year, whose duties would require physical presence on park property owned or operated by Miami-Dade County, independent sanctioning authorities shall secure a level 2 and nationwide criminal background screening of all such prospective employees, volunteers, athletic coaches, and umpires. My organization/agency/firm has conducted the level 2 and nationwide criminal background screenings through a Professional Background Screener that is in compliance with the federal Fair Credit Reporting Act and has obtained a report as to whether each employee, volunteer, athletic coach, or umpire is listed on the National Sex Offender Public Registry, and a

comprehensive report and analysis, obtained from no less than two independent databases/sources, on the nationwide criminal history of such employee, volunteer, athletic coach, or umpire.

- B. Every one (1) year thereafter, independent sanctioning authorities shall secure level 2 and nationwide criminal background screenings, to include fingerprinting, for existing employees, volunteers, athletic coaches, and umpires, whose duties require physical presence on park property owned or operated by Miami-Dade County.
- C. Any employee, volunteer, athletic coach, or umpire of an independent sanctioning authority who:
 - 1. Has been convicted of a violent felony or conspiracy to commit a violent felony within the past five (5) years; or
 - 2. Has been convicted of a felony involving the trafficking of a controlled substance within the past (5) years; or
 - 3. Has two (2) or more convictions for a violent felony, for conspiracy to commit a violent felony, or involving the trafficking of a controlled substance; or
 - 4. Is a sexual offender or a sexual predator; or
 - 5. Has failed to provide the independent sanctioning authority with proof of United States citizenship or legal immigration status in the United States; or
 - 6. Has been arrested for and is awaiting final disposition of, has been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty, or has been adjudicated delinquent and the record has not been sealed or expunged for any of the offenses listed in Florida Statute, Section 435.04(2),

shall be prohibited from working or volunteering on park property owned or operated by Miami-Dade County. All child employees, volunteers, athletic coaches, and umpires of an independent sanctioning authority shall submit to the independent sanctioning authority an affidavit affirming that no work or volunteer duties will be performed on park property owned or operated by Miami-Dade County in violation of this subsection and that any arrest will be reported to his/her employer within forty-eight (48) hours of such arrest.

- D. Independent sanctioning authorities shall maintain copies of the results of the criminal background checks required by this section for a period of five (5) years from the date they were secured. Independent sanctioning authorities shall maintain the affidavits required by Section 26-38.C. and the copies of the proof of United States citizenship or legal immigration status until the person is no longer an employee, volunteer, athletic coach, or umpire. Independent sanctioning authorities shall, upon request, provide copies of these documents to Miami-Dade County or to any law enforcement personnel with jurisdiction.
- E. Every employee, volunteer, athletic coach, and umpire of independent sanctioning authority shall wear, in a conspicuous and visible manner, an identification badge that contains his/her photograph and full name while working or volunteering on park property owned or operated by Miami-Dade County, except when in costume and during a performance. The identification badge shall be of a size, design, and format approved by the Miami-Dade County Parks, Recreation, and Open Spaces Department.

6. I understand that the following Penalties and Enforcement shall take place for a violation of any provision of the ordinance.

- a. It shall be unlawful for an independent sanctioning authority to knowingly permit or allow any child employee, volunteer, athletic coach, or umpire to work or volunteer on park property owned or operated by Miami-Dade County in violation of Section 26-38.
- b. It shall be unlawful for any child event worker, park vendor, or staff member, volunteer, athletic coach, or umpire of an independent sanctioning authority to work or volunteer on park property owned or operated by Miami-Dade County in violation of Section 26-38.
- c. Any person who shall violate a provision of Section 26-38, or who shall knowingly or willingly provide false or erroneous information to his/her employer, or fail to comply therewith, or with any of the requirements thereof, shall upon conviction thereof in the County Court, be punished by a fine not to exceed five hundred dollars (\$500.00) or by imprisonment in the County Jail for not more than sixty (60) days, or by both such fine and imprisonment.
- d. Any person who violates or fails to comply with Section 26-38 may be subject to civil penalties in accordance with Chapter 8CC of this Code. Each day of violation or noncompliance shall constitute a separate offense.

7. I understand that any costs or fees associated with the required background screening will be borne by my organization/agency/firm.

8. I hereby certify that the foregoing statement is true and correct in relation to the company for which I am submitting this affidavit. I further certify that this statement is being given knowingly and voluntarily by me on behalf of the company.

The organization/agency/firm submitting this affidavit recognizes and acknowledges that it is subject to the provisions of Code of Miami-Dade County, Chapter 26, Article III, the Shannon Melendi Act, and the Florida Statutes, Section 943.0438, and agrees to comply therewith.

(Signature)

(Print Name)

(Date)

(Title)

ATTACHMENT 5

HUMAN TRAFFICKING AFFIDAVIT



HUMAN TRAFFICKING AFFIDAVIT

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

_____ does not use coercion for labor or services as defined in Section [787.06, F.S.](#)

Contractor's Legal Company Name

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

Print Name of Contractor's Authorized Representative:

Title of Contractor's Authorized Representative:

Signature of Contractor's Authorized Representative:

Date:

ATTACHMENT 6

SERVICE STANDARDS

Miami-Dade PROS Staffing Standards

Facility	Classification	Current # of Budgeted Positions	Overview of Tasks
Operations	PROS Community Center Manager (FT)	1	Overall supervision of Community Center
	PROS Stewardship Manager (FT)	1	Overall supervision and support of Community Center
	Office Support Specialist 2 (FT)	1	Customer service, clerical and administrative support of Community Center
	PROS Facility Maintenance Attendant (FT)	1	Performs a variety of park maintenance work for large community center. Duties include minor repair of buildings, tables, and BBQ grills, utility installations, tools and equipment; performs landscaping and gardening work; maintains grounds, roads, trails, restrooms, playgrounds, athletic fields, and other areas; performs custodial work as required.
	Custodial Worker 2 (FT)	1	Employees in this class perform heavy manual work involving a variety of housekeeping tasks to assist in the maintenance of a variety of County buildings. Duties include operating various types of automatic housekeeping equipment, cleaning restrooms and offices, removing trash, washing windows, vacuuming carpets and mopping floors. Incumbents are responsible for the use of proper methods and materials in cleaning and caring for buildings and equipment. Work is distinguished from that of the next lower class by the requirement for greater skill in the performance of work, more independence of action and primary operation of various types of automated housekeeping equipment. At this facility, the Custodial Worker performs these duties at a large community center.
	Park Service Aides (PT)	8	Support clerical, customer service, grounds and custodial maintenance
	TOTAL	13	
Scope of Service; Schedule for Service (Days of the Week)			
Contracted Grounds Maintenance	Vendor is contracted to provide 15 cycles per year, 2 each month during the summer and 1 each month the rest of the year. Scope of work includes cutting of the grounds, trimming of low hanging trees, and removal of fallen palms. Contractor is responsible for the disposal of all debris.		
Contracted Janitorial Service	Vendor services the facility twice per week (Saturdays and Sundays), for approximately 2 hours. Cleans entire facility which includes 2 restrooms, 4 offices, hallways, kitchens/lounges, recreational rooms, banquet room, entrances, etc. Performs detailed janitorial cleaning, cleans exterior windows, deep cleans restrooms and clean high ceilings		
Facility	Classification	Current # of Budgeted Positions	Overview of Tasks
Programming	PROS Recreation Manager	1	Management, development and oversight of staff responsible for the delivery of all AOA programs, youth programs and events.
	Recreation Service Aide	4	Delivery of programs and/or events
	TOTAL	5	
Scope of Service; Schedule for Service (Days of the Week)			

ATTACHMENT 7

MAINTENANCE STANDARDS



Parks, Recreation and Open Spaces

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1060	Picnic Facilities	2
1070	Marinas	3
1071-	Fish Cleaning Stations	3
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1080	Refuse	3
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1082 -	Disposals	3
1090	Floors	3
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1092 -	Ceramic Tile	4
1093 -	Wood	4
1094 -	Concrete or Epoxy Resinous	4
1095 -	Terrazzo	4
1100	Carpets, Curtains, Window and Window Blocks, Upholstery	4
1101-	Carpets	4
1102 -	Curtains and Blinds	4
1103 -	Windows and Window Blocks	4
1104 -	Upholstery	4
1110	Showers, Lockers and Sand Traps	4
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1130	Zoo Facilities	5
1140	Pool Maintenance	5
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1143 -	Pool Filter and Pumps	5
1144 -	Pool Heaters	5
1145 -	Pool Chemical Feeders	5
1146 -	Pool Shell and Deck	5
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2000	Buildings, Fixed Equipment and Appliances	
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2110	Playgrounds/Equipment/Exercise Equipment
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4080	Wrapping of Ball and Transplanting
4090	Painting of Trunks
4100	Potted Plants in County Buildings and for Exhibition
4120	Attaching Signs / Defacing Trees
5000	Roads, Bridges, Parking Lots and Walks
5010	Roads, Walks, Culverts, Parking Lots
5020	Signs
6000	Marinas, Navigational Aids

0
0

- 6010 General
- 6020 Launching Ramps
- 6030 Mooring Lines
- 6040 Fishing Racks
- 6050 Bulkheads
- 6060 Abandoned Fuel Cans
- 6070 Piers
- 6080 Signs
- 6090 Bait Tanks
- 6100 Lights and Navigational Aids

7000

Other Maintenance

- 7010 Hurricane Boxes
- 7020 Storm Shutters

1000 Cleaning and Sanitation

1010 Policing of Grounds

All uses of areas are to be thoroughly policed for litter, glass, bottles, logs and other debris each morning by employees of the facility. Additional cleaning of such areas will be undertaken throughout the day as needed, especially on weekends, holidays and during special events.

1020 Streets and Parking Areas

Complete cleaning of litter, to include recycling of bottles, glass and cans (in compliance with County ordinance) from parking areas is to be undertaken twice a week, preferably on Monday and Friday. Continuous observation to avoid accumulation of debris or hazardous materials will be given by assigned park attendants. Park entrance roads and roads passing through parks will be policed daily. Other thoroughfares will be policed before each mowing.

1030 Food Service Facilities – Equipment and Utensils

Employees will be trained and certified on food handling by the appropriate agency prior to handling food. This training must comply with essential food safety information that complies with Florida Statute 509.049 (The Food handler Training Law). All cleaning and sanitizing efforts are to be consistent with information obtained through the Food handler Certificate Program.

Cleaning is the removal of food residues, dirt and grease. This is the first phase of making surfaces that come in contact with food safe, e.g. utensils, plates, cutting boards, glassware, etc. Sanitizing reduces harmful microorganisms to safe levels. This is done through heat or a chemical solution that sanitizes.

All food handling employees will be clean and neat at all times. Counters are to be kept clean and orderly at all times. Boxes, container, bottles and wrapping paper will be disposed of when no longer needed. Patios and concrete aprons around service facilities are to be policed hourly or more often if necessary to keep the facility neat and clean. Walk-in refrigeration units which are operating properly are to be cleaned once a month.

In addition, such refrigeration units are to be cleaned each week or as needed. Malfunctioning units are to be repaired to permit periodic defrosting. Counter condiment dishes and containers are to be checked hourly to see that they are clean and adequately filled.

Once a daily, preferably on Monday, food serving facilities are to be thoroughly cleaned, walls washed with mild soapy water and sponged down with fresh water; upright refrigerators cleaned with a mild approved and stocked detergent - disinfectant in a water solution and grills cleaned with a grill cleaner. In addition, floors are to be scrubbed with a stiff brush and disinfectant - water solution; overhead fans and protective screens, and glass enclosures cleaned; and windows, screens and refuse receptacles washed.

All cleaning equipment and supplies are to be kept away from food being stored, prepared or served. Such equipment is to be cleaned after each use and stored in well ventilated places in a manner with permits rapid drying. The following procedures are to be performed daily:

1. Clean counters and grills at the beginning and close of each work day / or as needed.
2. Fill food and drink dispensers when facility is open / or as needed.
3. Set out adequate food supplies not subject to purification for anticipated sales the day immediately after opening.
4. Hose down concrete aprons around food service buildings upon opening / or as needed.
5. Empty food and drink dispensers and wash and dry bowls or containers at the close of each day or as needed.
6. Refrigerate food and beverage supplies subject to spoilage before leaving each day.
7. Remove frozen food which is expected to be needed the next day from the freezer and place in refrigeration before closing the facility.
8. Turn *off* gas grills and appliances, check all vending machines to see if they are adequately secured, turn-*off* all appropriate lights.

1040 Duckboards or Rubber Floor Mats

On Monday of each week all duckboards or rubber floor mats are to be *removed* to outside concrete aprons, placed flat on the concrete apron, and scrubbed with an approved and stocked detergent - bleach in water solution. After the solution has remained on the boards for approximately fifteen minutes, hose them down with hot water, allowed to dry thoroughly in the sunlight before using them again.

1050 Restrooms (*For Details Refer to PROS Custodial Manual*)

1051- Public Restrooms

To a considerable extent, cleanliness of restrooms reflects the level of care provided for any public facility; therefore, special attention must be given to this phase of maintenance. Restrooms are to be thoroughly cleaned every day, shortly after the beginning of the work day, with repeated cleansings during the day as traffic may dictate. Whenever possible, female attendants should be employed to inspect and clean female restrooms. Lavatories will be thoroughly cleaned with an approved stocked detergent in water solution. A fine cleaning powder may be used to remove stains when necessary. Bowls and urinals will be cleaned to remove stains when necessary. Bowls and urinals will be cleaned with an approved cleaner, and urine salts will be scrubbed *off*. These are the cause of restroom odor! If kept well cleaned, the use of deodorant blocks will not be necessary to control odors in urinals. Floors are to be swept to remove sand and loose articles before hosing down. Stiff fiber brooms should be used to scrub the floors with detergent-disinfectant solution. Windows and screens are to be cleaned at least weekly.

Windows should be kept open as much of the times as weather permits. Drain gratings are to be kept free of accumulated debris and drains will be flushed with a hose. Exposed plumbing should be cleaned daily. Light fixtures should be cleaned weekly.

All objectionable markings on walls, partitions, etc. are to be removed upon discovery. Paper dispensers will be filled often enough to avoid depletion of supply. Consideration should be given to those high usage restroom facilities converting to electric hand drying system. Soap dispensers, where provided, should be kept filled. Dispensers damaged by vandals are to be repaired or replaced as soon as this can be arranged.

Loose towels or toilet paper are not to be placed in visitor restrooms. Store rooms will be adequately stocked at all times, cleaned and arranged in an orderly manner. Holes knocked or drilled in walls or partitions are to be closed and repaired as soon after discovery as can be scheduled. Restrooms should be policed three times a day during the week and as often as is necessary on weekends and holidays to avoid vandalism, to remove litter, flush toilets, and to control conduct.

1052-Limited Use

Bowls, lavatories, and urinals in limited use restrooms are to be cleaned with an approved and stocked detergent-disinfectant, water solution daily. Use of fine cleaning powder to remove stains when necessary. Floors are to be swept and mopped once a day. Soap, towels, and toilet paper are to be replenished as required. Mirrors and exposed plumbing are to be kept clean at all times.

1060 Picnic Facilities

Wooden picnic tables, benches and counters are to be scrubbed with an approved and stocked detergent and water solution and hosed down.

Plastic table tops will be sponged down with an approved and stocked detergent in water solution to remove foreign matter. After scrubbing or sponging tables, concrete floors should be hosed down and scrubbed with water and a stiff fiber brush when required to remove spots. Grill will be cleaned by removing burned material or food products. When grill gratings become dirty ashes must be removed and the gratings pressure cleaned. Grills should be replaced as necessary by issuing a work order. Trash cans should be conveniently placed in the vicinity of all picnic facilities. Pressure clean designated recycling waste bins.

1070 Marinas

1071 - Fish Cleaning Stations

Boards, tables, or counters used for cleaning fish are to be scrubbed daily with an approved and stocked detergent-disinfectant in water solution and a stiff fiber brush. Scrub and let the solution remain as required by label directions before washing it off with clean water. Hose down the dock area or paved apron on which the fish cleaning facility is located after the counter or table has been cleaned. Frequent checks should be made throughout the day to see that the table or counter is clean and that discarded fish products are removed. Hose down the cleaning facilities as frequently as is necessary to control odor and to keep the facility clean.

1072 - Piers and Docks

Piers and docks will be hosed down and if necessary scrubbed with stiff fiber brush often enough to keep them clean. Repairs will be made as needed by issuance of a work order.

1080 Refuse

1081- Collections

Refuse is to be collected daily from all containers in park facilities. Collections will be made twice a week in wayside parks. Insofar as can be scheduled, collections should be made in the morning before park patrons arrive. If collections must be made when visitors are attending facilities, they should be made in such a way as to inconvenience the visitors as little as possible. Collections should be made on an as need basis.

Waste will be collected and disposed of in such a way as to eliminate feeding for rodents. Waste receptacle having sharp edges, bottoms rusted out, or are otherwise damaged will be removed from use until they are repaired or replaced. Do not use 55 gallon steel drums for waste collection.

Storage of refuse for transporting by a commercial firm will be in water-tight receptacles of impervious material with tightly fitted lids. Such containers will usually be of the bind type for automatic loading into compactor garbage trucks. All containers for any park or facility served by a commercial firm will be located at designated places accessible to the collection trucks.

Hauling of garbage or other refuse will be performed in a manner that will avoid scattering of such waste. If it is necessary to haul refuse in an open truck, the law requires a canvas, cargo net, or other suitable cover be provided to *avoid* scattering of light material. All truck compartment used for transporting garbage will be hosed out and sprayed with disinfectant at the end of *every* day they are used.

1082 – Disposal

As a rule, it is the responsibility of park staff to collect and transport refuse to designated pick - up areas on the park facility. Whenever possible, collection from these designated pickup areas and final disposal will be performed by the approved waste removal vendor according to pre- arranged schedule. In some situations, park employees and equipment will be used for transporting refuse to dumps. Return all dump tickets to the appropriate supervisor.

Handling of refuse will be performed in a manner that will avoid scattering of such waste. If it is necessary to haul refuse for any appreciable distance, a canvas or other suitable cover must be used to avoid scattering of light material.

By arrangement with the county waste division, roving crews may be allowed to dispose of tree clippings and other refuse at certain neighborhood trash transfer stations. To avoid misunderstanding with the security guards at these facilities a copy of the approval must be kept in the vehicle, thus used for disposal. That approval will show the location of the transfer station and the monthly yardage approved for deposit by the crew.

1090 Floors

1091- Vinyl Tile

Staff will be allowed to damp mop floors with an approved detergent in a warm-water solution. Apply a light coat of approved liquid floor wax along traffic lanes and heavy use areas of the floor and buff floor weekly. If traffic on such floors is limited or if floors become slick, cleaning and waxing may be done bi-weekly. Sections of floors receiving limited usage should be lightly waxed, approximately once a month. Floors are to be vacuumed or swept with a hair broom before or after normal office or work hours every work day and more often if excessive dirt accumulates. When a facility has heavy pedestrian traffic it would be advised to damp mop with water every

other day. Once every three or four months an approved and stocked solvent or stripping solution is to be used to remove stained or excessive wax and fresh coat is to be applied.

1092 – Ceramic Tile

Vacuum or sweep with a hair broom daily to remove loose dirt and damp mop with water two or three times a week. Floors should be damp mopped with an approved pine cleaner and water solution and dry mopped with clean water once a week.

1093 – Wood

Sweep daily when usage is at a minimum, preferably before or after regular working hours. Floors should be damp mopped at least twice a week with an approved, mild detergent and water solution and dry mopped to remove excessive moisture after mopping.

Floors are to be thoroughly cleaned and lightly sanded, if necessary, before applying sealer compounds. Sealer compounds should be applied approximately every three to four years, depending upon usage; a work order should be created for professional maintenance.

1094 - Concrete or Epoxy Resinous

Except in warehouse or other enclosures, hose down concrete floors daily at a time when usage is at a minimum. Remove accumulated gum or grease with an approved solvent before hosing down. Warehouse areas are to be swept twice a week or often as is necessary to reflect good housekeeping. Shop floors are to be cleaned once a week with a solvent to remove grease before hosing down. Fuller's earth or an approved absorbent material should be used to cover grease or oil drippings in shops during the day to avoid tracking and for safety purposes. Painted or enameled concrete floors should be vacuum cleaned or swept with hair broom daily and damp mopped two or three times a week or after each performance, depending upon usage. Epoxy resinous floor covering will be maintained in the same manner as concrete floors.

1095 – Terrazzo

Damp mop floors daily with a mild solution of approved stocked terrazzo cleaning fluid and water if and when the facility receives minimum usage. A stronger solution of approved terrazzo cleaner and water should be applied by wet mop every three months to remove all foreign matter before applying terrazzo sealer. Floors should be dry mopped so as to remove excessive water and permitted to dry before applying a moderate application of terrazzo sealer. Vacuum clean or sweep with hair broom daily and before mopping.

1100 Carpets, Curtains, Window and Window Blocks, Upholstery

1101 – Carpets

Clean annually or more often if necessary with an approved and stocked carpet shampoo. Apply shampoo by hand, work in thoroughly with machine, and vacuum until dry. Vacuum after each performance or at least two or three times a week, depending upon usage of the particular facility. Remove spots from carpets when they are discovered.

1102- Curtains and Blinds

Thoroughly vacuum clean curtains and blinds as needed.

1103 - Windows and Window Blocks

Wash with water once a week or as often as the work load of a park forces will permit. Use glass cleaner with water to remove accumulated dirt and polish the glass with a clean paper. Remove cobwebs from corners and jams. (Refer to PROS Custodial Manual)

1110 Showers, Lockers and Sand Traps

Hose down shower walls and floors daily. Scrub shower floors with an approved and stocked detergent- disinfectant in water solution with stiff fiber brush once a month and hose down. Dust all clothing lockers daily which are in use. Wash lockers with mild soap and water and rinse bi-monthly. Paint exposed lockers annually. Floor drains will be flushed daily. Each week, preferably on Monday facility maintenance personnel will check sand traps and remove sand as needed to avoid flushing it into the underground plumbing system.

1120 Drinking Fountains, Marble, Enamel, Vitreous China, Stainless Steel

All drinking fountains whether enamel, concrete or stainless steel should be washed daily with a stiff fiber brush and approved stock detergent water solution and rinsed. When stain occurs, use approved and stocked cleaning powder to remove the stain.

1130 Zoo Facilities

See Zoo Facility Standards

1140 Pool Maintenance

1141 – Regular

A complete cleaning and operating procedure for each swimming pool is contained in the Aquatics Operations Manual and Lifeguard Manual on file and at each pool.

1142 - Pool Water Chemistry

Maintain pool water chemistry in accordance to State of Florida Department of Health and PROS Aquatics Operations Manual requirements. Water Chemistry readings are taken daily for Chlorine and pH, and weekly for Calcium and Alkalinity. Chemical tanks (chlorine, muriatic acid, CO₂) are checked daily and delivery follow-ups are made when tank levels reach 1/3. Pools are shocked (super chlorination) to achieve breakpoint chlorination when combined chlorine levels exceed 0ppm. Calcium Hardness levels are maintained at 300- 400 ppm and Total Alkalinity at 80- 120 ppm.

1143 - Pool Filters and Pumps

Pool filters are backwashed and pump strainers cleaned to maintain State of Florida Department of Health flow rate requirements. Filter sand and filter cartridges are inspected annually and replaced as needed. Seasonal pool pumps and valves are exercised bi-monthly.

1144 - Pool Heaters

Pool heaters are serviced annually prior to seasonal start-up. All heaters are shut off 10 minutes prior to turning off pool pumps or backwashing filters. Once pumps and filters are operational the heater can be turned on. Release air from heater water lines as needed. Check Propane levels daily making sure levels do not fall below 30% to prevent heater damage.

1145 - Pool Chemical Feeders and Probes

Venturi chlorine feeders are cleaned weekly by first flushing the system with water, then flushing the system with muriatic acid, then doing a final flush again with water. Chemical probes are cleaned weekly using a toothbrush and dish soap, followed by a water flush. Chlorine injector points are cleaned weekly using wire and muriatic acid, followed by a water flush. CO₂ diffusers are replaced annually. Chemical feeder lines and tubes are inspected daily for leaks and replaced when needed. Chemical Computer Controllers are calibrated as needed to reflect actual chemical reading. Flow wheels are inspected daily and cleaned as needed.

1146 - Pool Shell and Deck

The pool deck should be swept/hosed daily and pressure cleaned annually. Pool shell should be swept and vacuumed as needed. Seasonal pools should have debris and rain water removed as needed. Pool shells shall be painted, patched, or refinished as needed. Black algae shall be removed using a stainless steel brush and Calcium Hypochlorite.

1147 - Beach and Sand Maintenance

Annually or as needed, all swimming areas should be thoroughly cleaned. This is accomplished by pumping out water (L& P Slide Pool), and removing debris and accumulated silt.

The aeration or pump system shall be serviced and additional beach sand added to combat erosion on an annual basis or as needed. Bi-monthly, beach sand shall be sifted. Daily maintenance shall include raking sand, removing debris, and filling holes.

1148 – Atolls

Annually or as determined by water quality all atolls should be thoroughly cleaned. This is accomplished by pumping out atoll water and removing debris and accumulated silt.

The aeration or pump system shall be serviced and additional beach sand added to combat erosion on an annual basis. Bi-monthly, beach sand shall be sifted. Daily maintenance shall include raking sand removing debris.

1150 Pest Control

1151- Insects

Proper cleaning and sanitation is the most effective insect control method against fly and roach infestation. This eliminates most feeding and breeding of such insects. If these insects migrate from other breeding areas they can be eliminated by spraying with approved insecticide, only by a licensed technician. After elimination of feeding and breeding in and around facilities, frequency of spraying will vary according to the number of insects present.

1152 – Rodents

Rat control consists of rat proofing of buildings, elimination of the food supply, poisoning and fumigations and trapping. Screens should be provided for all ventilators, doors, windows, and lattice work of buildings. Even though screens may be left open during the working hours all screens should be in place at night when the structure is closed. Holes in floors, exterior walls and roofs are to be repaired upon discovery. Clearance around exterior doors should always be less than one quarter of an inch. The food supply can be eliminated to a great extent by the use of impervious waste cans with tightly fitted covers, storage of human and animal food and grain in rat proof buildings or containers, and proper waste collection and disposal operations. If there are rodents, contact the appropriate vendor so a licensed technician can appropriately handle the situation.

2000 Building, Fixed Equipment and Appliances

2010 Plumbing, Septic Tanks and Fields

Park facility maintenance repairmen will unstop plumbing fixtures, replace water faucet washers, shower heads, and remove trap plugs to clean drains. Installations, replacements, or repairs requiring the addition of pipe or disconnection of any pipe will be done by plumbers, maintenance repairmen, or under the general supervision of a qualified plumber. Septic tanks are to be treated bi-monthly with an approved chemical agent to promote bacteria activity. When it becomes necessary to pump out septic tanks, this will be done on a call basis by private firms. Drainage fields will be maintained by issuance of a work order.

Drain gratings are not to be removed to permit trash or sand to be flushed through the underground plumbing system. Grease is never to be poured into sinks, drains or plumbing fixtures. Grease traps are to be checked and cleaned as needed if needed by maintenance personnel. Grease traps will be checked and cleaned by plumbers of the Construction and Maintenance Division (*C/M Division) after issuance of a work order by the responsible park or facility manager. Clogging of grease traps will first be noticeable by a decreased flow of water. Traps in facilities with ceramic rooms are to be cleaned weekly. Mops are not to be cleaned in sinks. They are to be cleaned outside and allowed to air dry.

2020 Water Supply and Distribution, Valves, and Meters

Water mains, and valves are to be maintained by plumbers of the Construction and Maintenance Division. Fire hydrants are to be flushed semi-annually under the supervision of the Fire Department. Fire wells will be pumped out annually to remove accumulated silt or sand. Mechanical repairs to chlorination equipment are the responsibility of the Construction and Maintenance Division.

Such repairs require issuance of work orders by the responsible park managers or supervisors. Major repairs may be performed by outside firms specializing in such repair. All pipes and connecting joints used for transmission of chlorine gas are to be checked (with ammonia) once a week and after connections have been reconnected to discover escaping chlorine.

Water pumps are to be lubricated according to recommendations found in the manufacturer guide for the equipment. Electrical motors are to be lubricated according to the instructions of a master electrician of the Construction and Maintenance Division. All electric motors shall be tagged with a "punch card" showing the lubrication schedule.

Electricians or trained maintenance repairmen are to perform preventative maintenance checks of electrical equipment.

The outside of water tanks are to be painted every two or three years, depending upon the need for such work. The inside of water tanks is to be examined annually to determine the condition of the tanks. Painting will be scheduled when the need for such work is apparent.

Water meters are to be installed and removed when necessary, by the plumbers of the Construction/Maintenance Division. If a water company does not read water meters, assigned employees of the respective facilities will read the meters monthly as near as can be scheduled to the same date. Major repairs are to be performed by water repairman of a designated municipality or company.

2030 Refrigeration

Refrigeration P.M. schedule to be developed by Trade Supervisor and implemented by Park Manager. At least once a month and more often if necessary, refrigeration units shall be checked by an appropriate supervisor to see that the air vents are not obstructed; the drive belt is in good condition and is adequately tight. In addition, electric cords shall be checked. Adequate space should be left around freezer units to permit free movement of air. Refrigeration units are to be kept relatively free of excessive oil, dust, and accumulated dirt. Refrigeration repairs requiring servicing of units will be requested by work order.

2040 Air Conditioning

Air conditioning P.M. will be scheduled by Trades Supervisor and implemented by Park Manager. All air conditioning filters shall be cleaned and replaced monthly.

Air Conditioning units should be inspected once a month. This check will include cleaning or replacing of air filter units when dirty by the Park Manager. Semiannually, Construction and Maintenance HVAC employees will conduct a PM that includes: removal of grease or dust from fan blades, checking electrical cords for defects, and the operation of motors and compressors. Air conditioning units exposed to outside air should have the covering frame often enough to eliminate rusting. The blades of fans should be cleaned monthly by employees of the facility having such appliances as long as they are no higher than eight (8) feet. Electrical connections to power are to be disconnected before cleaning is undertaken. Blowers, fans, electrical cords, and switches should be checked approximately every three months for defects. Thoroughly clean exhaust fans semi-annually and ventilating fans annually. Appliances are to be painted often enough to avoid rusting.

2050 Electrical

All panel boards, controls, transformers, and panel switches are to be checked and thoroughly cleaned annually during off season. Worn or defective parts are to be repaired or replaced when discovered. Floors in instrument rooms will be painted annually with an approved stocked rubber base paint. Non- conducting metal parts of panel boards, transformers, controls, and switches are to be painted often enough to avoid corrosion.

Extra precautions should be taken to avoid accidents when working on or around high voltage units. Electrical current will be cut off when performing this work and apparatus will be tested for zero voltage before work begins. When checking or working on panel boards or panel switches, electricians should determine that proper size fuses are being used.

Outside switches, conduit and receptacles are to be cleaned and painted annually. Overhead power lines and feed lines are to be checked semi-annually and after each power failure. Traffic counters and electric boat hoists will be checked each week preferably on Friday, and before holidays to see that they function properly. Flood lights and night lights should be checked each Friday. Skeet and trap machines are to be checked semi-annually and before special events.

When checking or repairing appliances, electrical cords will be examined to discover frayed, broken wires or deteriorated covering. Defective cords will be replaced. Electricians are to check the grounding of electric motors, appliances and other equipment when on service calls or when performing routine maintenance. Marine navigational lights, batteries, and bay boards are to be checked daily by Marina staff and repaired if defective.

Electrical directional and informational signs and public address systems will be maintained by contract with private establishments. Lines supplying such equipment or fixtures with power are to be maintained by issuance of a work order. Only certified trades' staff is to work on electrical problems. Maintenance repairers will replace bulbs.

Assigned employees in park may replace light bulbs and fluorescent tubes. In addition, cleaning of fan blades, wash or replace filters, removal of dust or trash from fixtures or screens may be performed by such employees after these fixtures have been disconnected from the source of current. Other maintenance and repairs will be conducted by a certified electrician utilizing safe trades standards. All maintenance or repairs conducted by non- Construction and Maintenance employees must not exceed eight (8) feet in height.

2060 Structural

All structural repairs will be made of comparable materials and quality of workmanship as initially went into the construction of the facility unless instructions are issued by responsible administrative supervisors to the contrary. Colors of repair parts or materials when installed shall be in accordance with the existing color scheme of the structure. All repairs are to be according to acceptable standards of the craft trade, and applicable building codes.

On an as needed basis, hinges will be lubricated with SAE-30 oil or proper lubricant semi-annually or more often during rainy season. Cadmium plated hardware should be lubricated and protected from corrosion with an approved and stocked wax-type preservative. Locks are to be lubricated with graphite. DO NOT LUBRICATE LOCKS WITH OIL.

The maintenance set forth in the above paragraph will be performed by Construction and Maintenance staff or an assigned maintenance technician.

Metal thresholds are to be checked semi-annually to see that they are properly weather- proofed. If necessary the threshold is to be removed and re-caulked. Caulking of windows and doors should be checked semi-annually to discover and replace defective caulking. This work can be accomplished through issuing a work order, and to be done only by trades or qualified maintenance repairer.

Broken windows, loose latches and hinges, damaged screens having holes are to be repaired or replaced as required as soon as can be scheduled after discovery.

Repairs to roof, removal and /or replacement of structural timbers and related work will be performed by a qualified tradesperson via a work order.

2070 Painting

Before painting any surface, all foreign matter should be removed. Grease will be removed from mechanical equipment with an approved and stocked solvent. Rust and loose paint will be removed by sanding and/or wire brushing. The selection of types of paint is to be in accordance with the manufacturer's recommendations. Use rust preventative paints on corrosive metals where applicable.

All wood exposed to weather should be sanded, clear sealed or painted with an approved exterior product. Check for cracks and nail holes which should be caulked before final coat of seal or paint is applied. Allow each coat of paint to thoroughly dry before applying the next coat. Fresh paint should be adequately marked or roped off to keep people from rubbing against it.

Painting of building interior or exterior will only to be done qualified trade staff.

2080 Picnic Tables and Benches

Replacement of bolts, nuts, and painting of metallic parts of picnic tables and benches will be done by park personnel of the respective park facilities where picnic tables and benches are located. Other maintenance of such park equipment may be performed by issuing a work order.

Roadside benches and picnic equipment located on unattended park sites will be checked by the responsible supervisor and repaired or replaced as needed.

2090 Fences, Guard Rails and Gates

Wooden hand rails are to be checked frequently to see that they are secure and sealed against rot. Wood should be refinished by sanding until smooth, and free from splinters. Refinishing will be performed by the painters after receiving an approved work order. Gates and rails will be refinished with a paint or resin accordingly, as needed to maintain seal and color. Routine painting of such structure will be performed by trades paint shop. Fiberglass resin will applied by trained personnel of the Construction and Maintenance Division.

Generally, metal fences should be painted annually or as often as use and deterioration requires. Approved non-toxic paints are to be used on animal cages and paddocks.

Hinges of gates are to be cleaned and lubricated semi-annually with approved heavy grease. At the time of lubrication gates will be checked, and if necessary, adjusted to permit opening and closing easily. Metal fences should be painted with rust inhibitor paints at the first sign of rusting. The rust should be removed by sanding of wire brushing before paint is applied. Only use a herbicide if it is aesthetically pleasing and only by a licensed applicator to control growth around rock fences at approximately 90 day intervals or in accordance with instructions from the responsible administrative supervisor.

2100 Gasoline Pumps and Tanks

All fuel storage is to comply with D.E.R.M. regulations. Continuous preventative maintenance checks are to be performed on gasoline pumping and storage facilities by operators of the equipment and their immediate supervisor. The hose should be checked to see that it has not been crushed or leaks. Nozzles and fittings should be observed to see that they function properly and do not leak. New nozzle, fittings, or hose, as required, will be installed by contracted supplier. All nozzles will have automatic shut-off device. Exposed and portable fuel tanks are to be plainly marked with additional word "IN- FLAMMABLE" with approximately one inch red lettering for drums and portable tanks. Two inch red lettering should be used in marking other tanks containing inflammables.

All limited use fuel storage drums and tanks are to be locked when unattended. Exposed and portable fuel tanks are to be painted annually or as often as is necessary to control corrosion. Mechanical maintenance of nozzles, gauges, and pumping equipment will be performed by fuel companies supplying such pumps or by private firm specializing in maintenance of this type equipment.

2110 Playgrounds/Equipment /Exercise Equipment

Daily inspections will be performed on playground equipment located at staffed areas to detect broken or splintered wood, burred metal and loose parts, and secure foundations. Inspections of playground equipment at no staffed areas will be done semi-annually by the assigned supervisor. Equipment having splinters or jagged edges will be repaired immediately after discovery or taken out of service until repaired to avoid accidents. All points of wear should be cleaned monthly. Wooden and corrosive type metal should be painted annually or more frequently if necessary to avoid deterioration and control splintering. Repair work will be performed by qualified maintenance personnel of Construction and Maintenance Division.

Dirt or debris, which accumulates on the turf as a result of use, should be removed regularly by brush and/or sweeper in order to avoid excessive accumulation. Sunflower seeds, chewing gum, tobacco products or other foreign substances should NOT be used on, or dropped on the grass. If such products get on the grass surface, they should be removed immediately. Fireworks, sparklers and other flammable items can damage the grass. These should not be used or set off on the grass surface.

Spills of foreign substances should be removed as quickly as possible, using a mild household cleaning solution. Use of harsh or damaging cleaning chemicals, solutions, or solvents may limit the liability claim.

Pets are allowed on grass only on Dog Friendly Parks.

Use of approved equipment (other than a broom, plastic rake, leaf blower or water hose) should only be used for maintenance.

2111 Sand and Engineered Wood Fiber (EWF)

Weekly raking and maintenance is to be performed by Park staff to remove glass, leaves, and other debris. Playgrounds are inspected once a year by the Construction and Maintenance Division staff to determine if sand or EWF replenishment is needed for the safekeeping of constituents using the playgrounds.

2120 Barbecue Grills

Parks having access to maintenance repairmen will set and reset barbecue grills. The Construction and Maintenance Division will perform welding and related repairs on this equipment after receiving work orders from facility managers. Frequent checks should be made by respective park personnel to see that the grill foundations are secure, replaced, removed or repaired as needed.

2130 Electronic Megaphones

Park managers are responsible for seeing that electronic megaphones are inspected periodically and batteries are replaced to avoid corrosion and damage. Most of the electronic megaphones used by the department use standard flashlight cells, and an installation diagram is attached inside each megaphone's back plate, accessible by removing two screws.

All other repairs and adjustments on electronic megaphones will be handled by the department approved vendor.

2140 Maintenance Activities Performed by Operation's Staff

2141 Coastal Park and Marina Facilities

PROS Maintenance Technicians under the supervision of Marinas are to perform minor repairs within the Marina Facilities. Repairs are assigned through a work order in EAMS/INFOR Type "Coastal Park and Marina Enterprise". Minor repairs include but are not limited to electrical, plumbing, carpentry, painting, etc. Their role is to handle maintenance items that are smaller in nature and report on any major repair needs for creation of work order to a qualified staff in the Construction and Maintenance Division. The goal is to reduce the number of work order requests to the Construction and Maintenance Division.

2142 Regional, Destination, and Heritage Parks

PROS Facility Maintenance Attendants are under the supervision of their respective Park Manager. Repairs are assigned by the Park Manager through a work order in EAMS/INFOR. Material requests are submitted to the Construction and Maintenance Division through the work order system. Minor repairs include but are not limited to electrical, plumbing, carpentry, painting, etc. For a complete list of activities see Appendix A. Their role is to handle maintenance items that are smaller in nature and report on any major needs for creation of work order to a qualified staff in the Construction and Maintenance Division. The goal is to reduce the number of work order requests to the Construction and Maintenance Division.

2143 General Parks

Park Managers are to perform minor miscellaneous maintenance repairs. See Appendix B for a list of maintenance activities. Tools have been provided to Park Managers. Material requests are submitted to the Construction and Maintenance Division through a work order in EAMS/INFOR. For a complete list of activities see Appendix B. Their role is to handle maintenance items that are smaller in nature and report on any major needs for creation of work order to a qualified staff in the Construction and Maintenance Division. The goal is to reduce the number of work order requests to the Construction and Maintenance Division.

3000 Lawns and Right of Ways

3010 General

Supervisors of all facilities are instructed to inspect all turf, shrubbery, and trees frequently to determine the condition of such vegetation. If insect or disease infestation is discovered, this condition should be treated immediately by a prescribed treatment.

3020 Mowing

Before mowing, the entire area will be carefully policed to remove rocks, glass, paper, etc., which may damage the mower, create an unsightly condition, or create a possible safety hazard. Mowing of all turf and rights-of-way should be scheduled so that the grass can be maintained at approximately the same heights, insofar as personnel and available equipment will permit. Frequency of mowing will depend upon the rapidity of growth of grass. General guidelines on mowing frequency can be used; however, frequency is best determined by the amount of growth since the last clipping rather than the number of days that have elapsed.

3021- St. Augustine

The following "Rule of Thumb" is a practical guide for mowing frequency: Mow often enough so that not more than 1/3 of the total turf leaf surface is removed at a given mowing. An example may help clarify this guideline. If it is desirable to maintain St. Augustine lawn at a height of 2 inches, it should be mowed at least by the time it reaches a height of 3 inches. Mowing at this time will remove 1 inch of foliage or about 1/3 of the leaf surface. Another way to think of this rule of thumb is to LEAVE TWICE AS MUCH LEAF SURFACE AS YOU REMOVE AT

ANY SINGLE MOWING. Removal of larger amounts of foliage would result in severe damage to the plants and greatly reduce the food-making capability.

3022 - Bermuda

Bermuda grasses will require mowing 3-7 days during the growing season. If a putting green is being maintained, mowing will be necessary every day or every other day. Maintain a height a 3/16 -1/4 inches for a lawn putting green and a maximum height of 1/2 inch for a high quality lawn.

3023 - Bahia

Correct mowing; both height and frequency-of cut, are necessary to keep the lawn in an attractive appearance. Bahia grass fertilized once or twice per year should be mowed every 7- 10 days depending upon seed head production. Height of cut should be approximately 3 inches. If the optimum fertilization program is followed it may be necessary to mow Bahia every week at a height of 2 1/2 -3 inches. A sharp, heavy duty rotary mower is necessary to cut Bahia grass. Bahia is so tough that the mower will have to be sharpened frequently, otherwise the cut will be ragged and the lawn will take on a dull, gray color and have a very poor appearance. Grass areas adjacent to roads, walks or other paved areas are to be edged often enough to avoid encroachment by the grass and to provide a neat appearance. All grassed areas within the Park and Recreation Department are to be maintained by employees of roving crews assigned to such facilities.

3030 Spraying

3031- Weed Control

All applications of restricted weed control chemicals will be made by department employees or contractual persons who are certified pesticide operators, under the supervision of a qualified certified landscape supervisor. All weed control operations, and handling and storage of pesticide materials will be handled in accordance with the State of Florida Safe Practice Standards for Pesticide.

3032 Insect and Disease Control

All applications of insect and disease control chemicals will be made by departmental employees or contracted persons who are certified pesticide operators. All insect and disease control operations and handling of storage of chemical will be handled in accordance with the State of Florida Restricted Use Rules and Laws.

3040 Fertilizers

The frequency, type, and amount of fertilizing of all plants and managed turf on property supervised by The Park and Recreation Department, will be generally accomplished in accordance with an established annual fertilizing schedule for each area. A change in color of turf from rich green to a brownish green generally indicates a deficiency in water or plant food. A simple check with an auger will indicate whether the deficiency results from water. A soil test by The Dade County Agriculture Extension Office or an approved vendor can determine specific fertilizer requirements. Commercial fertilizer should be stored in weather-tight, dry buildings. If stored in buildings with concrete floors, lay thing timers with boards before storing the fertilizer. Fertilizer should be purchased in not more than 50 pound water proof bags. Be sure to store fertilizers away from metal products subject to rapid oxidation or corrosion.

3041 Rates and Frequency of Fertilizer Application

Most fertilizers are applied at a rate determined by the type and amount of nitrogen present in the material. Nitrogen is the nutrient most used by the grass and often is the material that burns the lawn if applied at excessive rates.

An almost universal recommendation for turf grass is to apply one pound of actual nitrogen per 1000 square feet of lawn, if the nitrogen is a chemical, water soluble source. If most (greater than 50%) of the nitrogen in the fertilizer is water soluble (organic nitrogen), then the rate may be 2 or more pounds of actual nitrogen per 1,000 square feet. The pounds of actual nitrogen in every fertilizer can be determined by dividing the percent nitrogen listed on the label into 100.

For example, in applying soluble nitrogen from ammonium sulfate, divide by 29% (the N content of ammonium sulfate) into 100 to find out the number of pounds of fertilizer that will supply 1 pound of N.

Since 100 divided by 20 equals 5, apply 5 pound of ammonium sulfate per 1,000 square feet of lawn. If applying nitrogen in a 1-64-8 fertilizer and the nitrogen in the product is all slow release organic nitrogen. One could apply

2 pound of actual 6 (16 is the percent N in the fertilizer). The answer is about 6, so 12 pounds of the 16-4-8 would supply 2 pounds of nitrogen.

3050 Watering

"When and "How Much" to water depends upon the type of grass and soil, frequency of rain, or moisture content of soil. Water should be applied early enough in the morning, preferably on days when park visitation is at a minimum, to keep the soil moist for a depth of six inches. Periodic checks should be made to determine moisture content of the soil in turf areas. Do not give grass frequent light watering. This will develop a shallow root system that will easily be killed during drought. Lay sown at least one (1) inch of water measured by setting out a pie tin or coffee can under the sprinkler pattern.

When adjustable sprinklers are used in parkways or planting areas adjacent to streets, keep them adjusted, taking wind into account so they will not splash into the street, as this creates a traffic hazard. Even using caution, it will at times be impossible to keep the water out of the streets. When such is the case, an approved portable sign should be placed sufficiently ahead of the area to warn approaching vehicles of the wet pavement.

4000 Trees and Shrubbery

4010 Pruning, Topping, Removal of Nuts and Stumps

All pruning and topping of trees and shrubs will be done by trained employees. Any nuts, limbs or trees which can be removed by hand saw or pole saw are to be handled by employees at the facility where such trees or shrubbery are located. Tree work requiring the use of special equipment will be performed by a district tree crew.

After pruning or removing diseased plants or trees, disinfect saws and pruning tools with approved disinfectant chemicals before working on other trees or plants. Limbs which obstruct pedestrian, animal or vehicular traffic along established walks, paths trails or roadways must be trimmed to remove obstructions. Likewise, dead or dying trees, limbs or shrubbery should be cut as soon after discovery as can be scheduled.

Palm fronds which have turned brown and coconuts (before they mature) are to be removed from all palms in use areas on a regular schedule. Dead or dying trees or limbs in use areas are to be trimmed or cut to maintain an attractive appearance and to eliminate hazardous conditions. Pruning or topping of trees or shrubbery will be done so that, insofar as can be accomplished, the characteristic shape and appearance of the species will be maintained. Limbs too heavy to hold in place until severed from the tree should first be cut on the underside of the limb approximately one foot away from the tree or limb from which the limb is to be removed. When the saw begins to bind, remove the saw and make a second cut on the top side of the limb one inch further away from the tree than the bottom cut. After the limb has been severed, the stump should be cut off flush with the trunk or limb. Trunks that are extremely heavy or extremely long should be reduced in length before these final cuts are made.

Except when pedestrian or vehicular traffic requires trimming or where there is potential hazard to private property which is likely to result in damage claims against The County, trees on street right of ways which overhang private property will not be trimmed or removed by park employees, unless approval is granted by the district supervisor. Trees in the public right of way cannot be removed without a permit from Dade County D.E.R.M or Public Works unless they are dead or diseased.

Pruning of trees or shrubbery within park facilities by utility companies may be undertaken only after a permit has been issued by the department. Park managers are responsible for performing inspections of such pruning to avoid excessive or improper cutting.

4020 Poisonous Vines and Plants

Poisonous vines and trees or shrubbery which has poisonous berries are to be removed from use areas upon discovery.

4030 Spraying

Park Managers, park maintenance supervisors and park attendants are responsible for performing frequent inspections of trees and shrubbery to detect insect or disease infestation. All applications of pesticides and usage of spray equipment for shrubs and tree spraying will be made by certified pesticide operators under the supervision of a certified landscape supervisor.

Fruit trees require more frequent spraying than ornamental trees to avoid infestations. During the growing season, more attention should be given to inspection of trees, especially fruit trees and shrubs to detect infestations.

Special attention should be given to trees and shrubbery during the flowering season to determine the correct time to spray.

4040 Fertilizing

Trees and shrubbery should be fertilized often enough to maintain a healthy appearance, which is particularly noticeable in the color of foliage. A fertilizing schedule for all designated ornamental trees should be established for all areas.

4050 Watering

Soil should be thoroughly watered when backfilling around transplanted trees or shrubbery to avoid air pockets and to firm the soil around the root structure. Trees and shrubbery should be watered every day for two weeks after setting unless rain provides adequate water to keep the soil thoroughly moist. After the tree or shrub has been set for two weeks, it should be thoroughly watered every third or fourth day, depending upon the type tree and moisture content of soil. This should be continued for three months after trees have been transplanted. Newly transplanted trees should be thoroughly watered once a week during dry weather. Shrubby in use areas should be watered once a week except in rainy season.

4060 Removal of Trees

Trees on County property are to be pruned or removed to eliminate hazards or potential hazards and diseased specimens. Also trimming or cutting of trees or shrubs on park property may be performed for expansion of service facilities, beautification, replacement by younger stock, or to permit sunlight for vegetation or use areas. Pruning or removal for either of the purpose mentioned in preceding sentence may be supervised by trained landscape supervisor. When removing large trees, they are to be topped before cutting the trunk, unless the whole tree can be felled without damage to other trees or shrubs. Diseased trees which are removed will be buried in the sanitary landfill. Young Australian Pines are to be removed from the median strip and shoulders of causeways semi-annually. No live tree should be removed without first checking with Dade County D.E.R.M to see if a tree removal permit is necessary.

4070 Root Pruning

Whenever possible the roots of trees and shrubs which are to be transplanted should be pruned not less than two or three months before the tree is removed. The distance from the trunk to the trench varies according to size and type of tree.

The trenches should be dug deep enough to cut through most of the larger horizontal or semi horizontal roots. Make clean cuts back to solid root wood before filling the trench with good topsoil or peat. Water the tree or shrub thoroughly after refilling the trench and keep the trench moist and fertilized to encourage root growth until the tree is transplanted if water is available from a hose. The diameter of the trench circle should be increased or decreased from the above mentioned figures according to the size of the tree.

Root pruning is often required to control the root system, especially for trees of the ficus variety. The circular trench should be somewhat larger for pruning to control root growth than when the tree is to be transplanted. In some cases, the canopy of the trees may need to be reduced or opened up to keep the tree from falling over in high winds.

4080 Wrapping of Ball and Transplanting

Trees which are to be transplanted should have the ball wrapped with burlap when the soil around the roots is loose, when the tree is to be kept out of the ground for a period of time, when special care is required for transplanting, or when the new site requires transporting the tree some distance. Large balls should be wrapped with a double thickness before transporting trees. If the tree is to be kept out of the ground for more than two hours, water the burlap with a fine sprinkle and keep it moist until the tree is reset. Avoid exposure of the roots to sunshine for more than a short time. Holes for transplanting trees and shrubbery should be wide enough to permit placing the roots in their natural position and to permit easy compaction of soil around the roots. Holes should be

dug somewhat deeper than is required for setting the tree or shrub. This will permit placing of fertile top soil, mulch, or peat in the bottom and removal of rocks which may obstruct root development. In addition, it permits better compaction of soil around the roots. Most trees should be set at the same depth as they were originally. Backfill the hole around the roots with fertile topsoil. Remove larger rocks from the backfill soil. Compact the soil with water as the hole is being filled. Be sure that no air pockets are left in the fill. Use a three (3) or four (4) foot length of Y2 or 1/2 inch pipe on the base and work it in and out under and round the ball. If adequate water is applied, all air pockets will be filled with soil. Use one of the soluble types of fertilizer at the time of planting trees and shrubbery. Apply soluble type fertilizer twice after planting at two week intervals. After the plant has been in the ground for approximately six weeks, commercial fertilizer with an organic base should be used. Three or four 2x4's or 2x6 timbers should be used to brace trees of heights of more than eight feet. These supports should be set at approximately 30 degree angles from the tree and should be left for approximately four months or longer if the tree is large. Braces should be nailed directly into the trunk of the tree. Three or four short lengths of 2x4 should be fastened to the tree with metal bands and the braces should be nailed into the short length of 2x4. Certain species of trees which have grown large should have the top pruned before or shortly after transplanting. Top pruning for transplanting will be done under the supervision of a trained landscape supervisor. Many trees, particularly large mangoes, require special treatment when transplanting. Either the trunk or the entire tree, including foliage, may be sprayed with a special wax to retard evaporation.

4090 Painting of Trunks

THE PAINTING OF TREE TRUNKS IS PROHIBITED.

4100 Attaching Signs / Defacing Trees

Nailing or otherwise attaching signs to trees, shrubs or utility poles on park property is prohibited. The use of climbing spikes on trees, especially coconut trees, is prohibited. Carving or other defacing of trees is prohibited.

5000 Roads, Bridges, Parking Lots and Walks

5010 Roads, Walks, Culverts, Parking Lots

Park Managers and Landscape Supervisors of the various facilities will check all roadways and parking lots as routine procedure to discover potholes and eroded shoulders. Particular attention should be given to paved surfaces and parking lots after storms and during rainy seasons. Upon discovery of holes in pavement or eroded shoulders, work orders will be prepared and forwarded to the Construction/Maintenance section. Area personnel will keep holes filled with temporary gravel patches until permanent repairs are made. Hazardous holes that cannot be filled will be barricaded.

Sidewalks are to be checked frequently by Park Manager and Landscape Supervisors of the various facilities, to discover cracks and irregular surfaces which may cause tripping and ultimate injury to persons. Work orders should be initiated immediately after discovery of defects which may cause injuries.

5020 Signs

There are two general types of signs that are used throughout the Park and Recreation areas. Most signs are manufactured, installed and maintained by the Park and Recreation Department. Other signs, such as standard traffic signs are manufactured and purchased from the approved vendor. It is necessary to edit all wording of sign request in order that the script might fit on the appropriate stock sizes.

To a great degree, the appearance of signs in the Park and Recreation areas reflects on the overall appearance of these areas.

Any new sign that is to be located in a Park and Recreation area must be approved by the Assistant Director of Park Stewardship Operations. Submit a work order with full information as to where the sign will be located, its purpose, and suggested text. Large or unique signs, such as Park Entrance signs, should be designed by the Planning and Design Excellence staff by work order request.

Signs that have been approved for installation, and are in place will be maintained by the responsible Park & Recreation area supervisor. This maintenance will include regular inspection and cleaning of the sign face as well

as keeping the sign from being obscured by overhanging branches or obstructions. Sign base must be kept free of weed or high grass.

Painted signs should be refinished before weather penetrates the paint seal. A work order should be submitted to the Construction and Maintenance Division.

Signs that become unsightly, such as those that may be vandalized, should be immediately removed and refinished as soon as possible.

Traffic signs and other regulatory signs may be obtained through a work order.

6000 Marinas, Navigational Aids

6010 General

Dock masters are to check daily all docks, piers, bulkheads, launching ramps, boat hoists and lifts, stored or moored boats, and safety equipment. If loose or damaged boards or striplings are discovered, the maintenance crew of the respective facilities is to tighten or replace such timbers, provided proper tools are available to these employees to meet repairs. Repairs will be of comparable materials and workmanship as went into the original construction. Protruding nails or spikes on docks or piles which may endanger the safety of visitors or damage vessels are to be removed or driven in to eliminate the hazardous situation. Wooden pilings, piles, cross beams; stringers which are broken or must be replaced are to be replaced by work order.

6020 Launching Ramps

Launching Ramps should be inspected for debris and seaweed daily. In addition, such ramps should be checked once a week by area personnel, preferably on Monday, at low tide to a water depth of thirty to thirty-six inches to discover holes which may exist. Holes in ramps below the low tide water level are to be filled with crushed stones and leveled.

6030 Mooring Lines

The Dock master should recommend to the boat owner that (s)he replace such lines when the strength has been substantially reduced because of deterioration, wear, or damage.

6040 Fishing Racks

Fish racks will be painted often enough to provide an attractive display for photographing of fish. These racks will be kept in a clean and orderly condition at all times.

6050 Bulkheads

An immediate work order will be issued if there is a caving in of earth or cracking of pavement indicating soil is being washed from behind any bulkheads. Such areas are to be fenced or roped-off when discovered and visitors will not be permitted in the area until restoration has been completed.

6060 Abandoned Fuel Cans

When on inspection and at other times during the day, the Dock master will be aware of dangers involved in and detraction effect of abandoned oily rags, refuse, and empty or partly filled fuel or oil cans which are left on piers, parking areas, and boat service areas. Such items are to be collected and stored or disposed of upon discovery.

6070 Piers

All electrical cords and water hoses of boat owners that cross the pier deck are hazardous and are to be disconnected and removed from pedestrian traffic areas. "All electric usage shall be limited to reasonable consumption and should be reduced to minimum levels when the vessel is occupied. Water supply hoses of unattended vessels shall be disconnected at the dock and store aboard." Private, charter fishing, or sightseeing boats mooring, docking, anchoring, or otherwise occupying space at County owned marinas will comply with established rules and regulations which are incorporated in appropriate Pier Dockage Permit Agreement.

6080 Signs

The only commercial signs which may be posted in Marinas by private persons or firms are "For Sale" signs which may be attached to boats docked at County Marinas. "FOR SALE" signs not to exceed one foot (1) square may be displayed.

6090 Bait Tanks

Frequent daily checks of bait tanks should be made to see that water control and proper circulation of water is being maintained. Repairs to the live bait tanks will be made by issuance of a work order.

6100 Lights and Navigational Aids

Dock masters and watchmen will observe navigation lights, flood lights and night lights daily and report any which do not burn. Replacement of light bulbs will be made by the maintenance repairman.

Repairs will be made by issuance of a work order. If a report is received that channel markers have been damaged, are out of place, or have disappeared, the Park Manager is to be notified. (S) he will investigate the report and take remedial action, and will notify the Coast Guard immediately.

Waste oil disposal drums will be emptied once a month or more often as necessary, disposal shall be in an approved dump, minimizing fire hazard and hazard to vegetation. Waste oil disposal containers will be inspected daily and removed as necessary. Waste oil filters should be disposed of according to D.E.R.M. Marina Facility Best Management Practices.

WASTE OIL: This includes waste engine oil, transmission fluid, hydraulic oil, gear oil. Waste oil must be stored in a non-leaking container clearly marked "waste oil" on an impermeable surface, and covered in a manner that will prevent rain water from entering the container. Oil spills must be prevented from leaving the area by means of a berm pertaining structure. Waste oil must be removed from the site by a permitted waste oil transporter and receipts retained for inspection.

OIL FILTERS: These must be drained before disposal by placing the filter in a funnel over the waste oil collection container so as to allow the excess petroleum product to drain into the container. The drained filters must be stored, whole or crushed, in a D.O.T. approved container and held for pick-up.

A permitted waste oil filter transporter and receipts must be retained for inspection. Gasoline and diesel filters must also be drained (they can be drained into the waste oil container) and can then be disposed of in the same waste filter container. Facilities have the option to crush filter s after draining in order to reduce waste volume, and to dispose of them as solid waste if a profile testing establishes that the residue remaining in the filters is non-hazardous.

7000 Other Maintenance

7010 Hurricane Boxes

Hurricane boxes will be equipped with tools and equipment which are listed in the Department Hurricane Manual.

Hurricane boxes are to be painted red and conspicuously marked "HURRICANE BOXES". The box will be locked and stored in secure buildings at locations designated in the Department Hurricane Manual. Equipment of hurricane boxes will be used only in case of emergency.

All metal items are to be coated with oil or other rust inhibiting material annually. Only stored rope should be replaced with new material, and the old rope replaced issued to work crews.

7020 Storm Shutters

During the month of May all storm shutters are to be removed from storage, checked for defects, and installed on the respective facilities for which they are made. All bolts and nuts are to be lubricated and tightened to discover stripped threads or defects. Missing bolts, nuts shutters, or supporting units are to be replaced at the earliest feasible time after discovery. After checking and installing the shutters, they are to be removed and stored in an orderly manner as close to the buildings or facilities on which they are to be used.

The respective Park Managers are responsible for checking and maintaining hurricane boxes and issuance of work orders for repairing storm shutters.

ATTACHMENT 8

PROPOSED IMPROVEMENTS BY MANAGER AS OF 5/27/2025

<u>Improvements:</u>	<u>Estimated Cost:</u>
• Upgrade existing field lights	\$1,000,000
• Drainage and ground improvements on the field	\$200,000
• New outdoor pavilion	\$200,000
• Refurbishing the outdoor basketball court	\$50,000
• Refurbish indoor basketball gym	\$150,000
• A walking course around the Park	\$150,000
• Parking lot improvements	\$100,000
• Upgrade lights inside main building to LED	\$30,000
• Upgrading New Playground	\$40,000
• Redo Computer lab for youth	\$25,000
• Additional improvements to Teen Center	\$25,000
• Additional improvements to rooms inside of main building	\$30,000

Memorandum



Date:

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

From:  Christina White, Director
Parks, Recreation and Open Spaces Department

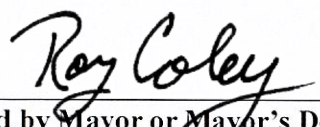
Subject: Request to Process Late Departmental Agenda Item

I am requesting that the following item be processed for agenda placement on the June Committee Cycle:

RESOLUTION WAIVING COMPETITIVE BIDDING BY A TWO-THIRDS VOTE OF THE BOARD MEMBERS PRESENT IN ACCORDANCE WITH SECTION 5.03(D) OF THE HOME RULE CHARTER AND SECTION 2-8.1 OF THE CODE OF MIAMI-DADE COUNTY TO SELECT THE BOYS AND GIRLS CLUBS OF MIAMI-DADE, INC. (CLUB) AS THE ENTITY RESPONSIBLE FOR THEIR MANAGEMENT, MAINTENANCE, AND OPERATION AT BOYS AND GIRLS CLUB OF MIAMI-KENDALL UNIT PARK; APPROVING THE MANAGEMENT AGREEMENT IN SUBSTANTIALLY THE FORM ATTACHED TO THE ACCOMPANYING MEMORANDUM; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE MANAGEMENT AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ALL RIGHTS AND PROVISIONS CONTAINED THEREIN

Although this item was submitted after the noticed deadline and provided late to the Agenda Coordination Office, it is time-sensitive and critical to the Parks, Recreation and Open Spaces Department (PROS). The item seeks approval of a Park Management Agreement with the Boys and Girls Clubs of Miami-Dade, LLC (the "Club"), under which the Club will manage, operate, and maintain the Boys and Girls Club of Miami-Kendall Unit Park at no cost to the County. This item is also directly tied to a Project Cooperation Agreement with O.B. Kendall Park, LLC for the development of legacy gift projects valued at \$1,150,000, contingent upon matching funds from the County. These improvements will include, at a minimum, the installation of new artificial turf and a scoreboard, as outlined in Resolution No. R-158-24. Additionally, the Resolution directs the County to negotiate an amendment to the lease agreement with the Club to allow the County, or a third party authorized by the County, to access the park for the purpose of completing the capital improvements.

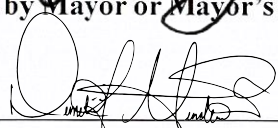
Therefore, please process the item notwithstanding that the 3-day rule may be applicable to it. I am aware that this item is subject to approval for placement on the agenda by the appropriate committee chairperson as well as the BCC Chairman, and review by the Office of the County Attorney.



Approved by Mayor or Mayor's Designee

Roy Coley

Print Name



Approved by Legislative Director or Designee

Demetria Henderson

Print Name

c: Geri Bonzon-Keenan, County Attorney
CAOagenda@miamidade.gov
Eugene Love, Agenda Coordinator

MDC063



MEMORANDUM

(Revised)

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

DATE: June 26, 2025

FROM: 
Glen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(H)(2)

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
- ☒ Applicable legislation requires more than a majority vote (i.e., 2/3's present ☒, 2/3 membership ☐, 3/5's ☐, unanimous ☐, majority plus one ☐, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ☐, CDMP 2/3 vote requirement per 2-116.1(3) (h) or (4)(c) ☐, CDMP 9 vote requirement per 2-116.1(4)(c) (2) ☐) 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. 8(H)(2)
6-26-25

RESOLUTION NO. R-603-25

RESOLUTION WAIVING COMPETITIVE BIDDING BY A TWO-THIRDS VOTE OF THE BOARD MEMBERS PRESENT IN ACCORDANCE WITH SECTION 5.03(D) OF THE HOME RULE CHARTER AND SECTION 2-8.1 OF THE CODE OF MIAMI-DADE COUNTY TO SELECT THE BOYS AND GIRLS CLUBS OF MIAMI-DADE, INC. (CLUB) AS THE ENTITY RESPONSIBLE FOR THE MANAGEMENT, MAINTENANCE, AND OPERATION AT BOYS AND GIRLS CLUB OF MIAMI-KENDALL UNIT PARK; APPROVING THE MANAGEMENT AGREEMENT IN SUBSTANTIALLY THE FORM ATTACHED TO THE ACCOMPANYING MEMORANDUM; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE MANAGEMENT AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ALL RIGHTS AND PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purpose 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 incorporated the forgoing recital and finds that it is in the best interest of Miami-Dade County to waive formal bid procedures by a two-thirds vote of the Board Members present in accordance with the provisions of section 5.03(D) of the Home Rule Charter and section 2-8.1 of the Code of Miami-Dade County to select Boys and Girls Clubs of Miami-Dade, Inc. (Club) as the manager of Boys and Girls Clubs of Miami-Kendall Unit Park, located at 9475 N. Kendall Drive, Miami, in accordance with the Management Agreement attached to the accompanying memorandum as Attachment A.

Section 2. This Board approves the Management Agreement in substantially the form attached to the accompanying memorandum as Attachment A with an estimated fiscal impact to the County of \$2,100.00 in administrative oversight fees to be paid to the County by the Club over the 20-year term. The Club has also committed to \$2,000,000.00 in improvements to the park within the first five years of management and then an additional \$1,000,000.00 commitment upon contract renewal.

Section 3. The County Mayor or County Mayor's designee is authorized to execute the Management Agreement for and on behalf of the County and to exercise all rights and provisions contained therein.

The foregoing resolution was offered by Commissioner **Oliver G. Gilbert, III** , who moved its adoption. The motion was seconded by Commissioner **Danielle Cohen Higgins** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared this resolution duly passed and adopted this 26th day of June, 2025. 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: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

mjs

Melanie J. Spencer