

MEMORANDUM

Agenda Item No. 11(A)(16)

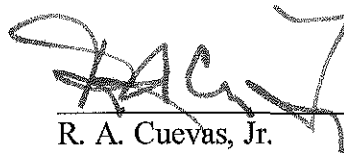
TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: December 16, 2014

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Resolution approving a Permit and Improvements Agreement in the amount of \$22,200.00 with Andretti Sports Marketing Florida, LLC for the 2015 Miami ePrix FIA Formula E Championship auto race; accepting a \$5,000.00 donation from Andretti Sports Marketing Florida, LLC; and authorizing the County Mayor to execute said agreement and to exercise any and all rights conferred therein

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Audrey M. Edmonson.



R. A. Cuevas, Jr.
County Attorney

RAC/jls



MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: December 16, 2014

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 11(A)(16)

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
- 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 ____, 3/5's ____, unanimous ____) 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. 11(A)(16)
12-16-14

RESOLUTION NO. _____

RESOLUTION APPROVING A PERMIT AND IMPROVEMENTS AGREEMENT IN THE AMOUNT OF \$22,200.00 WITH ANDRETTI SPORTS MARKETING FLORIDA, LLC FOR THE 2015 MIAMI EPRIX FIA FORMULA E CHAMPIONSHIP AUTO RACE; ACCEPTING A \$5,000.00 DONATION FROM ANDRETTI SPORTS MARKETING FLORIDA, LLC; AND AUTHORIZING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXECUTE SAID AGREEMENT AND TO EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN

WHEREAS, Formula E is a new Fédération Internationale de l'Automobile ("FIA") racing championship featuring single-seater cars powered exclusively by electricity that will begin racing in some of the world's leading cities beginning in September 2014; and

WHEREAS, one of the goals of the races with the electric-powered cars is to drive the change towards the greater use of sustainable mobility, act as a catalyst between companies, leaders, experts, cities and policy-makers, and be a leading force in spreading the idea of the feasibility of an alternative electric future and to accelerate the market penetration of electric vehicles; and

WHEREAS, fortunately, Miami was selected as one of those cities and the Miami ePrix FIA Formula E Championship auto race is scheduled to be held on March 14, 2015; and

WHEREAS, the FIA Formula E series is a worldwide race that will include stops in nine other iconic cities around the world; and

WHEREAS, the race to be held in Miami will follow a circuit that goes around the American Airlines Arena and along Biscayne Boulevard, all as depicted in the Exhibit attached as Exhibit A; and

WHEREAS, the event organizers desire to utilize Parcel B, behind the America Airlines Arena, as the paddock and pit lane for the race and have applied to Miami-Dade County for a permit to do so; and

WHEREAS, in order to use Parcel B as a pit and paddock for the race, it is necessary for certain improvements such as electric upgrades, paving and landscaping be undertaken on Parcel B, which improvements are estimated to total approximately \$195,000; and

WHEREAS, the event organizers have also requested that the County allow such minor improvements on Parcel B, to be paid for by Andretti Sports Marketing Florida, LLC, and to be undertaken before the event while Parcel B remains largely open and available to be used; and

WHEREAS, in exchange for the use of Parcel B, Andretti Sports Marketing Florida, LLC has agreed to pay the County \$22,200, which amount represents \$1,100 per each day of the exclusive for the use two-day set-up and \$20,000 for the day of the race on March 14, 2015; and

WHEREAS, Andretti Sports Marketing Florida, LLC will leave Parcel B in as good as or better condition as it existed prior to the race and has also offered to make a \$5,000 donation to the County in order to allow the County to purchase and install benches or other public amenities on or in the vicinity of Parcel B for the use of the public; and

WHEREAS, it is in the best interest of the County, and this Board therefore desires, to approve the Permit and Improvements Agreement with Andretti Sports Marketing Florida, LLC, in substantially the form attached hereto as Exhibit B, for the use of Parcel B for the March 14, 2015 Miami ePrix FIA Formula E Championship auto race,

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

Section 1. The foregoing recital clauses are incorporated herein by this reference and are adopted by this Board.

Section 2. This Board hereby approves the Permit and Improvements Agreement in the amount of \$22,200 with Andretti Sports Marketing Florida, LLC, in substantially the form attached hereto as Exhibit B, for the use of Parcel B for the March 14, 2015 Miami ePrix FIA Formula E Championship auto race, accepts a \$5,000 donation from Andretti Sports Marketing Florida, LLC for the purposes set forth in the attached agreement, and authorizes the County Mayor or Mayor's designee to execute said agreement and to exercise any and all rights conferred therein.

The Prime Sponsor of the foregoing resolution is Commissioner Audrey M. Edmonson. It was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Rebeca Sosa, Chairwoman	
Bruno A. Barreiro	Esteban L. Bovo, Jr.
Daniella Levine Cava	Jose "Pepe" Diaz
Audrey M. Edmonson	Sally A. Heyman
Barbara J. Jordan	Jean Monestime
Dennis C. Moss	Sen. Javier D. Souto
Xavier L. Suarez	Juan C. Zapata

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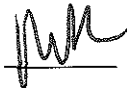
The Chairperson thereupon declared the resolution duly passed and adopted this 16th day of December, 2014. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override 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

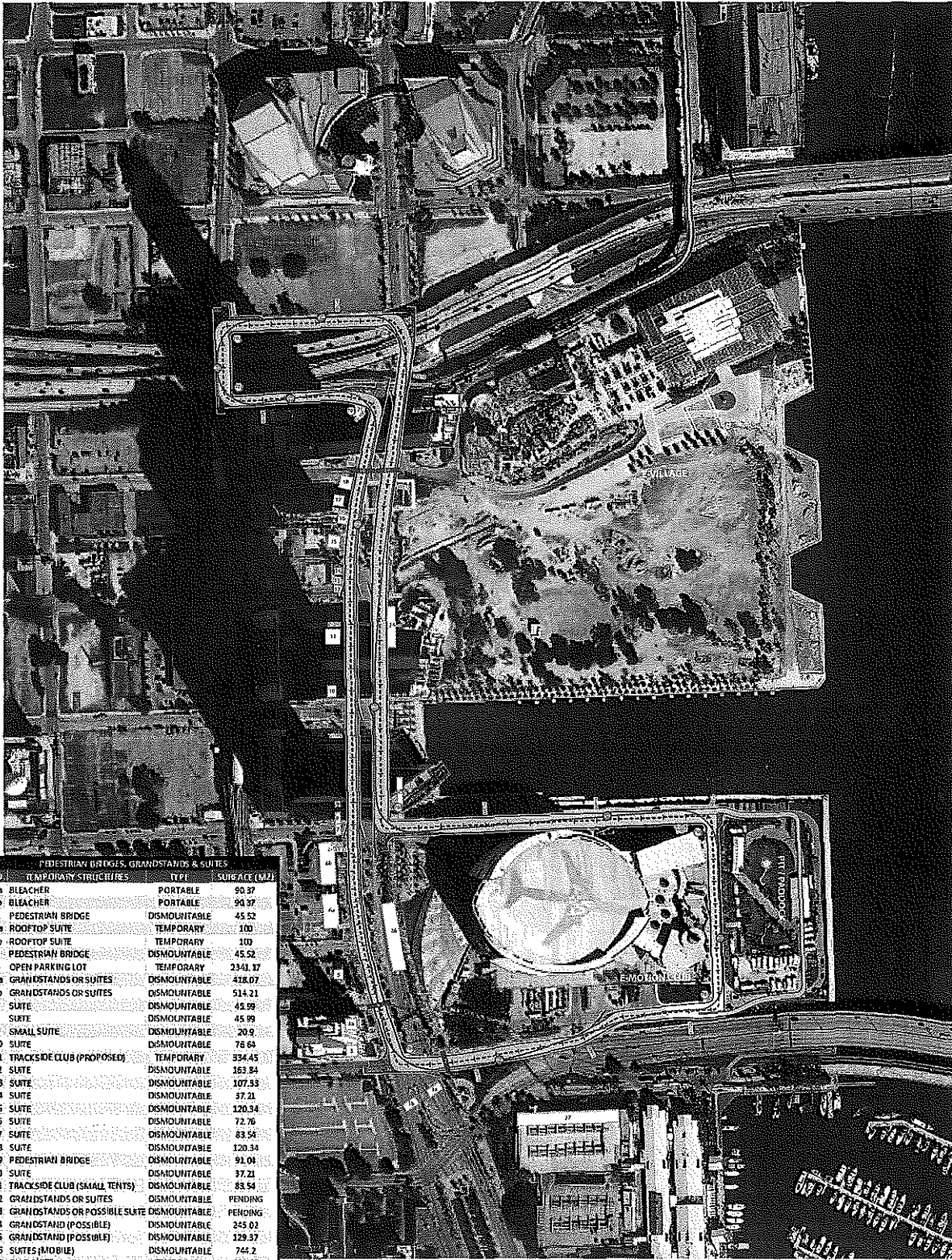
HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Monica Rizo



PERMIT AND IMPROVEMENTS AGREEMENT

THIS PERMIT AND IMPROVEMENTS AGREEMENT ("Agreement") made on the _____ day of _____ 2014, by and between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, herein sometimes designated or referred to as the "COUNTY," and **ANDRETTI SPORTS MARKETING FLORIDA, LLC**, a State of Indiana Limited Liability Corporation, hereinafter referred to as the "PERMITTEE".

WITNESSETH:

NOW THEREFORE, for and in consideration of the restrictions and agreements herein contained, the COUNTY hereby issues this Permit to PERMITTEE for the exclusive use of the County-owned property located behind the AmericanAirlines Arena and commonly referred to as "Parcel B" and more specifically described as follows:

<u>Property Folio</u>	<u>Street Address</u> (Located within the City of Miami, Florida)	<u>Legal Description</u> (Recorded in the Public Records of Miami-Dade County, Florida)
01-3231-055-0020	400 NE 8 th Street	A Tract of Land, In Section 37, Township 53 and 54 South, Range 42 East and Section 31, Township 53 South, Range 42 East and Section 6, Township 54 South, Range 42 East, Said Tract of Land Lying, Situated and Being in the City of Miami, Miami Dade County, Florida, Maritime Arena, PB 154-37, Tract B, T-20152

TO HAVE AND TO HOLD unto said PERMITTEE commencing at 12:00 am, on March 12, 2015, and terminating at 11:59 pm, on March 14, 2015, for a total payment of Twenty-two Thousand Two Hundred Dollars (\$22,200.00), payable at least thirty days in advance of March 12, 2014 to Miami-Dade County/Internal Services Department ("Department"), 111 NW 1 Street, Suite 2460, Miami, Florida 33128-1907. PERMITTEE shall submit a security deposit in the amount of Five Thousand Dollars (\$5,000.00), at the time of execution of this Agreement. Said security deposit shall be returned to PERMITTEE, without interest, at the termination of this Agreement, provided, however, that the PERMITTEE is not in default of this Agreement and the Premises are surrendered to COUNTY as specified in Article XI of this Agreement. Further, the PERMITTEE acknowledges and agrees that the COUNTY can comingle the security deposit with any of its funds, in any account(s).

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED BY THE RESPECTIVE PARTIES HERETO:

ARTICLE I
USE AND CONDITION OF PERMITTED PREMISES

The area of the permitted premises shall be used by the PERMITTEE exclusively for staging and race-day events related to the FIA Formula E Championship auto race for the race to be held on March 14, 2015. Specifically, PERMITTEE is authorized to utilize the permitted premises; (a) on an exclusive basis on March 12-13, 2015, for set up and staging; (b) on an exclusive basis on March 14, 2015 for the race-day events; and (c) on a non-exclusive basis on March 4-11, 2015 for set-up and staging provided that non-exclusive use does not conflict with any events at the AmericanAirlines Arena (the "Arena") and is coordinated with the Department and the Arena management. PERMITTEE is also authorized, in accordance with the provisions set forth in this Agreement, to undertake certain improvements to the permitted premises in advance of the FIA Formula E Championship auto race.

PERMITTEE hereby accepts the premises in the "as-is" condition that it is in at the beginning of this Agreement, with any and all faults, and understands and acknowledges that the County makes no warranties or representations as to the fitness or condition of the permitted premises for PERMITTEE's proposed use of such premises.

ARTICLE II
UTILITIES AND MAINTENANCE

The PERMITTEE, during the term hereof, shall be responsible for the connection and payment of all charges for water, electricity and other utilities used by the PERMITTEE. The PERMITTEE agrees to maintain and keep in good repair, condition, and appearance, during the term of this Agreement or any extension or renewal thereof, the entire permitted premises, including, but not limited to, all landscaping and plantings, except for such plantings that the COUNTY may specifically allow PERMITTEE to replant elsewhere on the permitted premises.

PERMITTEE shall be responsible for and shall repair any damage caused to the premises for any reason, except any damage caused solely by the gross negligence of the COUNTY, or its employees,

agents or contractors. PERMITTEE shall have an affirmative responsibility to notify the COUNTY after discovering any damage which PERMITTEE is responsible for repairing, and PERMITTEE shall make the necessary repairs promptly after said notice.

ARTICLE III
IMPROVEMENTS TO THE PERMITTED PREMISES

A. Scope of Work: PERMITTEE shall be permitted to make certain permanent capital improvements to the permitted premises to consist of the work set forth in Exhibit A to this Agreement (the "Work"). The scope of Work permitted and covered by this Agreement consists only of the Work to be undertaken on permitted premises. To the extent that PERMITTEE seeks to undertake any improvements, either included in Exhibit A, or otherwise, that is not specifically on the permitted premises, then this Agreement grants no rights with respect to such improvements.

With respect to PERMITTEE's plans to remove and replant certain landscaping and trees on the permitted premises, PERMITTEE shall provide the Department with a plan showing: (i) the exact trees and/or landscaping that it seeks to remove; (ii) the location where the trees and/or landscaping will be replanted or, if such tree or landscaping is to be replaced with new landscaping/tree(s), then the location where the new tree(s) and/or landscaping is to be replanted; and (iii) if a new tree and/or landscaping is to be planted, then information on the exact specimen and size of the new tree and/or landscaping to be planted. Any replanted or new tree and/or landscaping shall be equal to or better than what previously was on the permitted premises. PERMITTEE's specific plans with respect to trees and landscaping and plantings shall be subject to the approval of the Department, which approval shall be granted or denied at the reasonable discretion of the Department.

With respect to PERMITTEE's plans for the balance of the Work, prior to commencing the Work, PERMITTEE shall provide the Department with specific plans for the Work that includes, but is not limited to, specifying the materials to be used for every part of the Work, the techniques to be used for undertaking the Work, and the precise locations of the Work. PERMITTEE's specific plans with

respect to the Work shall be subject to the approval of the Department, which approval shall be granted or denied at the reasonable discretion of the Department.

B. Sequencing of Work: The timing and sequence of the Work shall be properly scheduled, coordinated with the COUNTY, through the Department, and also coordinated with the Arena management, and all such Work shall be performed so as to not adversely or materially impact the operations of the Arena and the Miami Heat, and so that visitor access to the Arena and the adjacent deep-water slip is not unnecessarily impeded. Further, PERMITTEE shall work closely with the Department in scheduling and engaging in the Work so as not to disrupt events at the Arena, including but not limited to Miami Heat basketball games. Where conflict may occur, the Department shall solely make the determination as to PERMITTEE's right to continue the Work and the necessity of temporarily halting activity by PERMITTEE.

C. Construction: PERMITTEE shall select and use experienced and appropriately licensed and insured contractors, and utilize its own funds to undertake and complete the Work. The completion of the Work shall be in accordance with the scope of Work, and shall be undertaken in accordance with any and all Applicable Laws, as described below, and shall be completed in accordance with the schedule and timeframes approved by the Department. For purposes of this Agreement, Applicable Laws shall include, but not be limited to, any law, statute, code, ordinance, administrative order, charter, resolution, order, rule, regulation, or judgment of any governmental authority now existing or hereafter enacted or issued, including Chapter 119 of the Florida Statutes regarding public records laws and the COUNTY's Inspector General requirements. PERMITTEE shall obtain permits, whether building or otherwise, from all agencies having jurisdiction over the Work and shall ensure that all permits have been approved and closed by all regulatory agencies having jurisdiction.

Prior to commencing the Work, and prior to purchasing any supplies or materials for the Work, PERMITTEE shall obtain a payment and performance bond in accordance with all of the provisions and requirements of Section 255.05, Florida Statutes, in the full amount of the cost of the Work. The

payment and performance bond shall name the COUNTY as an additional insured and beneficiary and shall be recorded by the PERMITTEE in the public records of the COUNTY.

ARTICLE IV
DESTRUCTION OR DAMAGE OF PREMISES

In the event the permitted premises should be destroyed or so damaged by fire, windstorm, or other casualty/act of God to the extent that the permitted premises is rendered unfit for the purpose of PERMITTEE, either party may cancel this Agreement immediately with written notice to the other. PERMITTEE shall be responsible for any damage, loss, action, and/or costs caused by PERMITTEE's Work and/or use of the permitted premises.

ARTICLE V
ASSIGNMENT

PERMITTEE shall not assign, transfer, mortgage, pledge, or dispose of this Agreement or the term hereof without first obtaining the written consent of COUNTY.

ARTICLE VI
NO LIABILITY FOR PERSONAL PROPERTY

All personal property placed or moved in the permitted premises shall be at the sole risk of PERMITTEE or the owner thereof. COUNTY shall not be liable to PERMITTEE and/or to any third party for any damage to said personal property unless caused by or due solely to the negligence of the COUNTY, or its agents or employees, subject to all limitations of Florida Statutes, Section 768.28. PERMITTEE acknowledges and agrees to be solely responsible for any and all security on or about the permitted premises during the term of this Agreement and that any "off-duty" services provided to the permitted premises must be provided by City of Miami police and/or fire personnel. PERMITTEE may, however, utilize private security services in lieu of "off-duty" City personnel. Should PERMITTEE believe that any security, or additional security is necessary, or otherwise warranted, then PERMITTEE shall hire, direct, and pay for such security.

ARTICLE VII
SIGNS

All signs erected by PERMITTEE shall be removed by PERMITTEE at the expiration or earlier termination of this Agreement and any damage or unsightly condition caused to permitted premises

because of or due to said signs shall be corrected or repaired by PERMITTEE, to the satisfaction of the COUNTY.

ARTICLE VIII
COUNTY'S RIGHT OF ENTRY

COUNTY or any of its agents shall have the right to enter said permitted premises during all reasonable working hours, in which case no notice shall be required, to examine the same for conditions deemed necessary for the safety, comfort, or preservation thereof. Said right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions which do not conform to this Agreement.

ARTICLE IX
SURRENDER OF PREMISES

PERMITTEE agrees to surrender to COUNTY, at the expiration or earlier termination of this Agreement or any extension thereof, said permitted premises in as good condition as said premises were when first occupied by PERMITTEE.

ARTICLE X
INDEMNIFICATION AND HOLD HARMLESS

PERMITTEE shall indemnify and hold harmless the COUNTY and its officers, employees, agents and instrumentalities from any and all liability, losses, or damages, including attorneys' fees and costs of defense, which the COUNTY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the PERMITTEE or its employees, agents, servants, partners, principals or subcontractors. PERMITTEE 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 attorneys' fees which may issue thereon. PERMITTEE expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by PERMITTEE 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.

ARTICLE XI
LIABILITY FOR DAMAGE OR INJURY

COUNTY shall not be liable for any damage or injury which may be sustained by any party or person on the permitted premises other than the damage or injury caused solely by the negligence of COUNTY, its officers, employees, agents, or instrumentalities, subject to all limitations of Florida Statutes, Section 768.28.

ARTICLE XII
SUCCESSORS IN INTEREST

It is hereby agreed between the parties that all conditions, agreements, and undertakings contained in this Agreement shall extend to and be binding on the respective successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed.

ARTICLE XIII
TERMINATION BY COUNTY

The County, through the County Mayor, or Mayor's designee, shall have the right to terminate this Agreement, at any time, after giving sixty (60) days written notice sent by registered or certified mail to the PERMITTEE.

ARTICLE XIV
NOTICES

It is understood and agreed between the parties hereto that written notice addressed to COUNTY and mailed or delivered to the Director, Internal Services Department, 111 N.W. 1st Street, Suite 2460, Miami, Florida 33128-1907, shall constitute sufficient notice to COUNTY, and written notice addressed to PERMITTEE, and mailed or delivered to the address of PERMITTEE at Andretti Sports Marketing Florida, LLC, 201 South Biscayne Boulevard, Suite 2865, Miami, Florida 33131, shall constitute sufficient notice to PERMITTEE to comply with the terms of this Agreement.

Notices provided herein in this Article shall include all notices required in this Agreement or required by law.

ARTICLE XV
INSURANCE

Prior to occupancy, PERMITTEE shall furnish to the Internal Services Department, c/o, Real Estate Development Division of Miami-Dade County, 111 N.W. First Street, Suite 2460, Miami, Florida 33128-1907, certificate(s) of insurance which indicate(s) that insurance coverage has been obtained which meets the requirements as outlined below:

A. Worker's Compensation Insurance for all employees of the PERMITTEE as required by Florida Statute 440.

B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

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

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

Or

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

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

Compliance with the foregoing requirements shall not relieve PERMITTEE of its liability and obligations under the Indemnification and Hold Harmless Article or any other portion of this Agreement.

PERMITTEE shall be responsible for ensuring that the insurance certificates required in

conjunction with this section remain in full force for the duration of this Agreement. If insurance certificates are scheduled to expire during the term of the Agreement, PERMITTEE shall be responsible for submitting new or renewed insurance certificates to the COUNTY prior to expiration.

ARTICLE XVI
PERMITS, REGULATIONS & SPECIAL ASSESSMENTS

PERMITTEE agrees that during the term of this Agreement PERMITTEE will obtain any and all necessary permits and approvals and that all uses of the permitted premises will be in conformance with all applicable laws, including all applicable zoning and environmental regulations.

Any and all charges, taxes, or assessments levied against the permitted premises shall be paid by PERMITTEE and failure to do so will constitute a breach of this Agreement.

ARTICLE XVII
ADDITIONAL PROVISIONS

1. Mechanic's, Materialmen's and Other Liens

PERMITTEE agrees that it will not permit any mechanic's, materialmen's or other liens to stand against the permitted premises for work or materials furnished to PERMITTEE; it being provided, however, that PERMITTEE shall have the right to contest the validity thereof. PERMITTEE shall immediately pay any judgment or decree rendered against PERMITTEE, with all proper costs and charges, and shall cause any such lien to be released off record without cost to COUNTY.

2. Non-Discrimination

The Board of County Commissioners declared and established as a matter of policy, by Resolution No. 9601 dated March 24, 1964, that there shall be no discrimination based on race, color, creed, or national origin and Resolution No. 85-92 dated January 21, 1992, that there shall be no discrimination on the basis of disability in connection with any County property or facilities operated or maintained under Permit, license, or other agreement from MIAMI-DADE COUNTY or its agencies.

PERMITTEE agrees to comply with the intention of Resolution No. 9601 dated March 24, 1964

and Resolution No. 85-92 dated January 21, 1992, involving the use, operation, and maintenance of the property and facilities included in this Agreement

3. Improvements

Except as otherwise expressly allowed by this Agreement, PERMITTEE may not make any alterations, additions, or improvements in or to the premises without the written consent of COUNTY. Any personal property placed upon the permitted premises by the PERMITTEE shall not be or become a part of the real property, but shall at all times be and remain personal property belonging to the PERMITTEE which shall be removed from the permitted premises by the PERMITTEE at the expiration or termination of this Agreement, in either event at the sole cost and expense of the PERMITTEE.

ARTICLE XVIII
DONATION FOR PERMITTED PREMISES

PERMITTEE has offered, and the COUNTY has accepted, a cash donation in the amount of \$5,000.00 to be utilized by the COUNTY for the purchase and installation of benches or other public amenities on the permitted premises or in the general vicinity of the permitted premises. PERMITTEE shall make said cash donation to the COUNTY on or before March 14, 2015 and the COUNTY shall determine the type and quantity of benches or other public amenities to be purchased as well as the location for placement of the benches or other public amenities.

ARTICLE XIX
WAIVER

If, under the provisions hereof, COUNTY or PERMITTEE shall institute proceedings and a compromise or settlement thereof shall be made, the same shall not constitute a waiver of any covenant herein contained nor of any of COUNTY's or PERMITTEE's rights hereunder, unless expressly stated in such settlement agreement. No waiver by COUNTY or PERMITTEE of any provision hereof shall be deemed to have been made unless expressed in writing and signed by both parties. No waiver by COUNTY or PERMITTEE of any breach of covenant, condition, or agreement herein contained shall operate as a waiver of such covenant, condition, or agreement itself, or of any subsequent breach thereof.

ARTICLE XX
WRITTEN AGREEMENT

This Agreement contains the entire agreement between the parties hereto and all previous negotiations leading thereto and it may be modified only by express, written approval of the COUNTY.

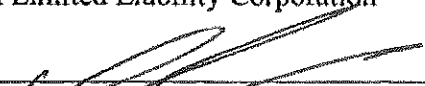
IN WITNESS WHEREOF, COUNTY and PERMITTEE have caused this Agreement to be executed by their respective and duly authorized officers the day and year first above written.

(CORPORATE SEAL)




WITNESS

Andretti Sports Marketing Florida, LLC, an
Indiana Limited Liability Corporation

By: 

Chuck M. Martinez
General Manager (PERMITTEE)



WITNESS

(OFFICIAL SEAL)

ATTEST:

MIAMI-DADE COUNTY, FLORIDA

HARVEY RUVIN, CLERK

By: _____
DEPUTY CLERK

By: _____
Carlos A. Gimenez
Mayor (COUNTY)

Approved for legal sufficiency: _____

Summary of Improvements

1. The transition at pit entry needs to be softened.
2. Widen the pit entry
3. The transition at pit exit needs to be resurfaced.
4. Widen the pit exit.
5. Grade and re-sod portions of the parcel. Relocated a few palms.
6. Pave / repave with very high quality asphalt, the pit lane area.
7. Install FPL duct.
8. Possibly pave the TV Compound area.

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Summary of Improvement impacts.

1. The improvements are budgeted to cost \$ 195,159 (\$183,159 for ground improvements and a maximum of \$12,000 for FPL work.)
2. Parcel B Comprises 205,000sf of which 62,000sf is existing paving and 19,000sf is crushed rock parking. There is approximately 124,000sf of grass area. However, much of the grass is chopped up into small unusable areas.
3. We propose to do approximately 85,000sf of paving, however, 58,000sf of this would be upgrading the existing paving or gravel surfaces.
4. Thus we are proposing to pave 27,000sf of existing grass area, principally the areas that are chopped up by existing paving, and are median strips. This represents 13% of the total area of Parcel B, but only 8% is not median area.
5. Because the existing paving is rather random, these changes would provide a huge improvement in usefulness for all users, with a uniform paved area, and the majority of the usable grass area left untouched.
6. FPL will extend their duct from the street to the SW corner of the Parcel. This will allow large scale power use within Parcel B (up to 3kVA) separate from the existing Arena meter. This will more than double the power in the area and provide greater flexibility to run events.



Scheduling of Improvements

1. The work will take approximately 14 days **HOWEVER:**
 - A. The work will be done in phases so that one of the entrances to Parcel B will always be open – either the north or the south entrance – and will also be done so that at least some of the main section of the Parcel can be used for valet parking at all times.
 - B. The work on the south ramp will take approximately 3 days.
 - C. The work on the north ramp will take approximately 6 days (but will not happen at the same time as the south ramp so that access will always be open.)
 - D. The work on the main section will take approximately 2 weeks (but in a phased manner to keep some of the area open for use at all times.)
2. The work would be started within two weeks of approval. The exact date depends on the date of approval and the schedule of use for the Arena.
3. The work would be coordinated with the American Airlines Arena management so that it does not conflict with major events, and so that valet parking for smaller events remains available.