

Memorandum



Date: April 21, 2015

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Resolution Approving an Operating and Management Agreement between Miami-Dade County and GableStage, Inc. for the Coconut Grove Playhouse Theater

Agenda Item No. 8(C)(1)

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached Operating and Management Agreement between Miami-Dade County (County) and GableStage, Inc., a not-for-profit Florida corporation, (Agreement) for the operation of the redeveloped Coconut Grove Playhouse Theater in accordance with the terms of the lease agreement for the property with the State of Florida and delegates authority to the Mayor, or the Mayor's designee to execute the Agreement and to exercise all provisions contained therein, including but not limited to the options to renew the Agreement. In addition, it is recommended that the Board amend Resolution No. R-797-13 to correct the error on Page No. 3 of the Mayor's Memorandum that incorrectly stated that approval of a bid waiver is necessary to enter into the Agreement with GableStage, Inc.

Scope

The Coconut Grove Playhouse is located in District 7 but the impact of re-establishing a regional theater is countywide.

Fiscal Impact / Funding Source

GableStage, Inc. will be responsible to provide and fund all operational and maintenance costs required for the day-to-day operations of the Theater.

Operations and maintenance costs of other possible project components (i.e., a parking garage and/or a second, 600-900 seat theater) will be required to be covered completely by the outside developers of these projects and will be negotiated in subsequent agreements that will be presented to the Board for review and approval in the future.

The County will be responsible for the capital costs of redeveloping the Coconut Grove Playhouse with the \$20 million in approved funds for the capital project (\$5 million from Convention Development Tax Series 2005B proceeds and \$15 million from Building Better Community General Obligation Bonds, Project No. 299, Capital Budget No. 921070, Adopted Capital Budget Book for FY 2014-2015, Page 181, Volume # 2). In addition, subject to future annual budget allocations and at the sole discretion of the Board, the Agreement specifies that the County shall provide funding for any structural repairs, as may be required, to the roof and exterior envelope of the Theater.

Track Record/Monitoring

Miami-Dade County has a track record of partnering with non-profit organizations to operate cultural facilities. Michael Spring, Senior Advisor to the Mayor and Director of the Miami-Dade County Department of Cultural Affairs, will be responsible for implementing the County's rights and responsibilities under the Operating and Management Agreement with GableStage, Inc.

Background

On January 15, 2014, the County and Florida International University (FIU), as co-lessees, entered into a lease with the State of Florida (State), as the owner and lessor, for the Coconut Grove Playhouse property for fifty years, which lease may be renewed for up to two (2) additional 25-year terms. The lease incorporates the Coconut Grove Playhouse Business Plan submitted by the County and FIU to the State to develop a regional theater at the property and it designates GableStage, Inc. as the entity responsible for operating and programming the theater. The Business Plan has been approved by:

- a. FIU's Board of Trustees on June 12, 2013;
- b. The Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (the Florida Cabinet) on August 20, 2013; and
- c. The Board of County Commissioners (Board) on October 1, 2013 via Resolution No. R-797-13.

Key Terms of the Operating and Management Agreement

- The term of the Agreement is for a period of twenty-five (25) years, and may be renewed for up to three (3) additional 25-year terms, but shall not extend beyond October 14, 2113;
- GableStage, Inc. shall be responsible for operating, programming, and maintaining the Theater and shall have no responsibility, obligations or rights to use, operate, manage, maintain, occupy or otherwise possess the balance of the property beyond the Theater, except to maintain the grounds immediately surrounding the Theater;
- Attached to the Agreement (Attachment B) is the Agreement between Florida International University (FIU) and GableStage, Inc. that establishes the rights, benefits and process for the collaboration between GableStage, Inc. and FIU for the use of the Theater by FIU;
- To the extent that the County does not construct the Theater, renovate the Theater, and/or redevelop the Property, then the County shall have no liability to GableStage, Inc. whatsoever. If the County has not completed the construction of the Theater on or before the maximum timeframe allowed in the Business Plan, then the Agreement shall be automatically terminated as of that date, unless extended by mutual agreement of the Parties;
- The County may terminate the Agreement for its convenience upon two-hundred and seventy (270) days' prior written notice to GableStage, Inc. at any time after the Effective Date, provided that the date of termination is to take place before the Commencement Date (receipt of certificate of substantial completion for the Theater);
- GableStage, Inc. will have authority and responsibility over the day-to-day operation of the Theater and all activities occurring there, and it shall use the revenue generated by the use of the Theater to pay the expenses associated with the operations of the Theater. GableStage, Inc. shall also apply for available state, federal and private grant money to help pay for these expenses;
- GableStage, Inc. will develop a full operating pro-forma as a 5-year operating forecast for the Theater and a detailed operating budget for the first year of operations of the Theater before substantial completion which shall be subject to the review by the County Mayor, or the Mayor's designee;
- GableStage, Inc. will submit to the County annually, an operating budget for the Theater, including all classes of revenues and expenditures, for the coming fiscal year, including a recommended capital repair budgets, annual reports and annual independent audits; and
- GableStage, Inc. shall have the exclusive authority to determine space allocation and scheduling within the Theater.

The Operating and Management Agreement is being recommended for approval simultaneously with the award of the architectural, engineering, and specialty consultant services contract for the Coconut Grove Playhouse. The Department of Cultural Affairs will manage the design and construction of the Theater

and will consult with GableStage, Inc. for its review and recommendations regarding the design. Subject to available financial resources, the Department will take into account the facility needs of GableStage in order to develop the Theater in a manner in which GableStage can offer the scope and quality of programs and activities of a regional theater company as described in the Business Plan in the Lease. The Key Business Points of the Business Plan will be binding obligations of both parties and to the extent that there is a conflict between a term or provision of the Lease and a term or provision of the Operating and Management Agreement, the Lease shall prevail.

GableStage, Inc.

It is important to summarize the key benefits of this partnership with GableStage, Inc.. This outstanding non-profit organization is poised to grow into our community's regional theater company. In addition to being a critically-acclaimed and award-winning theater, GableStage, Inc. has demonstrated a commitment to cultivating the work of South Florida actors, actresses and theater professionals, with the important goal of establishing a critical mass of opportunities to retain and attract talent for our theater scene. Along with its annual mainstage productions, GableStage, Inc. presents a series of educational programs which reach students through its in-house and school tour productions. The company also offers free productions in offsite venues to provide theater to underserved communities. This commitment to presenting excellent theater, developing talent, emphasizing education and outreach, and building new audiences for theater and the arts is a hallmark of a flagship regional theater company.

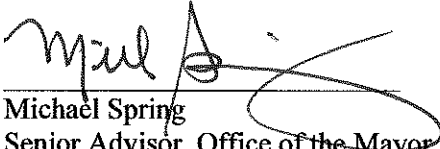
The following are highlights of GableStage's accomplishments:

- Overall, GableStage, Inc. has been nominated for 197 prestigious Carbonell Awards and won 55 and was the recipient of the 2014 Ruth Foreman Theatre Award for making advancements for the theatre in South Florida;
- GableStage, Inc. has been recognized by the John S. and James L. Knight Foundation, winning major Knight Arts Challenge awards for its programs. One of these grants has recognized the work being done by GableStage, Inc. with students and this year, is supporting the presentation of GableStage's mainstage production of Tarell Alvin McCraney's play *Choir Boy* to high school students at the Caleb Auditorium and the Lyric Theater. A study guide and post-performance discussion are key features of this educational program;
- GableStage, Inc. continues to exercise strong cultural leadership, regularly giving its entire house to not-for-profit organizations with all ticket proceeds going entirely to these community groups. Among the groups that have benefitted from this policy are Catalyst Miami (Human Services Coalition (fourteen+ times)), Family Counseling Services, The Miller Center for Contemporary Judaic Studies, and, New World School of the Arts High School Jazz Band, Casa Valentina, among others;
- GableStage, Inc. is committed to the community in which it operates and regularly donates gift certificates to area non-profits for their fundraising efforts. A sampling of the groups benefitting annually are Boys & Girls Club, Camillus House, Pridelines Youth Services, Cancer Link, CancerFREE Kids, and many others;
- GableStage, Inc. has helped to support and nurture some of our community's most promising young theater companies, including Ground Up and Rising, Mad Cat, Promethean Theatre, Alliance Theatre Project and State Theatre Project as well as provided a performance space for area cultural institutions such as the Miami Music Project, Arts for Learning, and the Thomas Armour Youth Ballet;
- GableStage, Inc. has a growing commitment to new works. Each season, select plays are given access to a director and actors to be presented in front of an audience to be given valuable feedback in the development process;

- GableStage, Inc. is currently located in a leased space, generously made available by the Biltmore Hotel. The partnership with the Coconut Grove Playhouse will provide this valued cultural institution with a permanent home in which to grow its programs, board, donors and audiences;
- GableStage, Inc. has a strong, long-established track record for financial stability and operational excellence and will provide the Coconut Grove Playhouse with immediate credibility regarding programming and management. It has demonstrated the potential to grow and its board of directors is committed to making the necessary transition to Coconut Grove; and
- GableStage, Inc. has a long track record of successfully competing for and receiving funding from private and public sources. It is understood by the board and staff of GableStage, Inc. that County support for the operations and programming of the new Playhouse is available only through the Department of Cultural Affairs' competitive grants programs, which are subject to annual budget appropriations by the Board.

attachments: Operating and Management Agreement between the County and GableStage, Inc.

- c: Joseph Adler, Producing Artistic Director, GableStage, Inc.
Steven Weinger, Chairman, Board of Directors, GableStage, Inc.
Mark B. Rosenberg, President, Florida International University
Mayor Tomás Regalado, City of Miami
Commissioner Marc Sarnoff, City of Miami
Secretary Jonathan P. Steverson, Florida Department of Environmental Protection
R.A. Cuevas, Jr., County Attorney
Michael Spring, Senior Advisor, Office of the Mayor and Director, Department of Cultural Affairs


Michael Spring
Senior Advisor, Office of the Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: April 21, 2015

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

SUBJECT: Agenda Item No. 8(C)(1)

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. 8(C)(1)
4-21-15

RESOLUTION NO. _____

RESOLUTION APPROVING AN OPERATING AND MANAGEMENT AGREEMENT BETWEEN MIAMI-DADE COUNTY AND GABLESTAGE, INC. FOR THE REDEVELOPED COCONUT GROVE PLAYHOUSE FOR AN INITIAL TERM OF 25 YEARS WITH THREE 25-YEAR OPTIONS TO RENEW; AMENDING RESOLUTION NO. R-797-13 TO CORRECT ERROR; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT AND TO EXERCISE ALL PROVISIONS CONTAINED THEREIN

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

WHEREAS, through Resolution No. R-797-13, the Board approved a Lease Agreement between the State of Florida (State), as lessor, and, as co-lessees, Miami-Dade County and Florida International University (FIU), for the Coconut Grove Playhouse property; and

WHEREAS, the Lease Agreement with the State incorporates, and requires the County to comply with, the Coconut Grove Playhouse Business Plan submitted by the County and FIU to the State to develop a regional theater at the property and which designates GableStage, Inc., as the entity responsible for operating and programming the theater; and

WHEREAS, the Mayor's Memorandum to Resolution No. R-797-13, which is incorporated into the resolution by reference, therefore erroneously stated that the Board would need to select GableStage, Inc. as the operator and manager of the redeveloped Coconut Grove Playhouse pursuant to a bid waiver and this Board desires to amend said resolution to delete that provision and correct the error; and

WHEREAS, this Board desires to approve an operating and management agreement with GableStage, Inc. for the management and operations of the redeveloped Coconut Grove Playhouse,

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

Section 1. The foregoing recitals are incorporated in this resolution and are approved.

Section 2. This Board hereby approves the Operating and Management Agreement between Miami-Dade County and GableStage, Inc., in substantially the form attached hereto and made a part hereof, for the redeveloped Coconut Grove Playhouse for an initial term of 25 years, amends Resolution No. R-797-13 at Page No. 3 of the Mayor's Memorandum to delete the first sentence of the last bullet that provides as follows: "Subject to review and approval of a bid waiver by the Board, the County will enter into an Operating Agreement with GableStage to operate, program and maintain the theater," and authorizes the County Mayor or County Mayor's designee to execute the agreement and to exercise all provisions contained therein.

Section 3. This Board directs the County Mayor or County Mayor's designee to provide to the Property Appraiser's Office an executed copy of the Operating and Management Agreement within 30 days of its execution.

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

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

The Chairperson thereupon declared the resolution duly passed and adopted this 21st day of April, 2015. 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. MRP

Monica Rizo

**OPERATING AND MANAGEMENT AGREEMENT BETWEEN
MIAMI-DADE COUNTY AND
GABLESTAGE, INC.**

This Operating and Management Agreement (the "Agreement") is entered into this _____ day of _____, 2015 ("Effective Date"), by and between MIAMI-DADE COUNTY, FLORIDA, (the "County"), a political subdivision of the State of Florida, and GABLESTAGE, INC., a not for profit Florida corporation, ("GableStage" and jointly with the County referred to herein as "Parties").

WITNESSETH:

Whereas, Miami-Dade County ("County") and Florida International University ("FIU") have entered into a fifty (50) year lease ("Lease") for the Coconut Grove Playhouse property located at 3500 Main Highway, Miami, FL 33133 ("Property") with the State of Florida ("State"), with such initial term commencing on October 15, 2013 (Attachment A - Lease); and

Whereas, the Lease contained and incorporated the Coconut Grove Playhouse Business Plan ("Business Plan"), which called for the County to develop a regional theater facility ("the Theater") at the Property and designated GableStage as responsible for operating, programming and maintaining the Theater; and

Whereas, on June 12, 2013, FIU's Board of Trustees approved the Business Plan and a delegation of authority for FIU's President to execute the Lease; and

Whereas, on August 20, 2013, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (the Florida Cabinet) approved the Lease and Business Plan; and

Whereas, on October 1, 2013, the Board of County Commissioners ("Board") approved the Lease and Business Plan, by Resolution R-797-13; and

Whereas, the Business Plan called for the County to enter into an operating agreement with GableStage that would cover among other things, operation and programming of the theater, development of educational and community programs with FIU, and responsibility by GableStage for fundraising necessary to ensure the success of the Theater; and

Whereas, pursuant to the Business Plan, the County intends to cause the Theater to be designed and built and intends to allow GableStage to operate and manage the Theater for the benefit of residents of and visitors to Miami-Dade County, and GableStage desires to operate and program the Theater for same; and

Whereas, the County will use \$5 million from Series 2005 of Convention Development Tax (CDT) bond proceeds and \$15 million from the Building Better Communities General Obligation Bond Program project number 299 - "Improvements to the Coconut Grove Playhouse," both approved specifically to implement the capital project for the Theater;

Whereas, it is contemplated that the State will own the permanent structures and the appurtenances on the Property, the County will own improvements to the Theater that it makes that are not intended to be permanent, and GableStage will own improvements to the Theater that it makes that are not intended to be permanent; (all improvements not intended to be permanent are included in the term "Theater" as used in this Agreement); and

Whereas, GableStage will operate the Theater with a balanced annual budget, utilizing earned revenue and contributed income, along with state, federal and private funds so that there can be no operational reliance on funds from Miami-Dade County or any agency or instrumentality thereof, except as may be provided through the County's annual competitive grants programs, subject to annual budget appropriations, and from parking revenues generated by the Property after the County covers any expenses that it may have related to the Property; and

Whereas, the terms and conditions of these professional management services and operating obligations to be provided and undertaken by GableStage to the County need to be defined and stated as set forth in this Agreement.

Now Therefore, in mutual consideration of the promises and obligations contained herein, the parties wish to enter into the terms and conditions of this Agreement as follows:

A. GENERAL TERMS

A.1 RECITATIONS INCORPORATED

The recitations stated above are incorporated into, and become a part of, this Agreement as if fully set forth herein:

A.2 PARTIES

The parties to this Agreement are Miami-Dade County, a political subdivision of the State of Florida, ("County") and GableStage, Inc., a not for profit Florida corporation, ("GableStage").

A.3 SCOPE OF AGREEMENT

This Agreement shall encompass all matters relating to the services to be provided and the obligations to be performed by GableStage to the County and the County's obligations to GableStage in connection with the design, construction, management and operations of the Theater on the Property. GableStage's obligations and rights under this Agreement shall be limited to the Theater building. GableStage shall have no responsibility, obligations or rights to use, operate, manage, maintain, occupy or otherwise possess the balance of the Property beyond the Theater (except to maintain the grounds immediately surrounding the Theater as set forth in Section C.2.4 herein). Notwithstanding anything in this Agreement to the contrary, the Key Business Points of the Business Plan which are part of the Lease, are incorporated herein by reference, and shall be binding obligations of the parties hereto. To the extent there is a conflict between a term or provision of the Lease and a term or provision of this Agreement, the Lease shall prevail.

A.4 TERM AND OPTIONS TO RENEW

The term of this Agreement is for a period of twenty-five (25) years, commencing with the Effective Date. This Agreement may be renewed for up to three additional terms; the first additional term to expire on October 14, 2063 and the second and third additional terms to be for 25 years each, all subject to mutual agreement by the County and GableStage. Any additional terms shall run consecutive from the prior term and in no event shall this Agreement extend beyond October 14, 2113. This Agreement may be terminated before the end of the initial or renewal terms pursuant to the provisions set forth herein.

A.5 THIRD PARTY BENEFICIARIES

This Agreement does not and is not intended to confer any rights or remedies upon any person other than the Parties. This Agreement does not create nor establish any third party beneficiaries.

A.6 NON-DISCRIMINATION POLICY

GableStage shall abide by all applicable federal, state, and local mandates with regard to its employment hiring practices, promotions, use or rental of the Theater, or in any other respect; must provide equal access and equal opportunity in employment and services; and shall not discriminate on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity, gender expression, physical ability, or status as a victim of domestic violence, dating violence, or stalking, all in accordance with Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972 as amended (42 U.S.C. 2000d et seq.), the Americans with Disabilities Act (ADA) of 1990, Section 504 of the Rehabilitation Act of 1973, and Chapter 11A of the Code of Miami-Dade County, Florida.

A.7 PUBLIC RECORDS

Documents pertaining to obligations and responsibilities of GableStage in carrying out the terms of this Agreement are subject to public records law. Pursuant to Florida Statutes 119.0701(2), GableStage agrees to comply with Florida's public records law, specifically to: (a) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service (use, operation and/or management of the Theater); (b) provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Florida Statutes Chapter 119.07, et seq., or as otherwise provided by law; (c) 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 (d) meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of GableStage upon termination of this 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 County in a format that is compatible with the information technology systems of the County.

The County acknowledges that certain records of GableStage or information relating to the use, management or operation of GableStage and the Theater (including but not limited artistic programming areas such as agreements with artists and arts organizations and for private sector philanthropic support and fundraising), may not be public records, may be considered trade secrets information that is proprietary and confidential, or may otherwise be exempt from disclosure under applicable public records' laws. The County shall notify GableStage if the County receives a request for disclosure of any information that GableStage has informed the County that it reasonably believes is trade secret information, or that is otherwise exempt from disclosure, so that GableStage may vigorously initiate or defend any claims or disputes arising from efforts by other entities to cause such information to be disclosed. The County shall have no liability for any disclosure (a) which the County determines in good faith is required by applicable law, or (b) of information the County had not been advised was trade secret or exempt information.

A.8 RECORDS

GableStage shall keep its financial books and records in accordance with generally accepted accounting principles. All books and records of GableStage, financial or otherwise, shall be kept in Miami-Dade County, Florida under the custody and control of GableStage. The County shall have a right to audit and inspect all books, records and accounts of GableStage relating to its use, operations and/or management of the Theater at all times during the term of this Agreement and for a period of three (3) years after the expiration of this Agreement. All bank accounts and deposits of GableStage shall be in institutions located within Miami-Dade County, Florida. Failure by GableStage to comply with any provision of this Section shall be cause for termination of this Agreement.

A.9 ASSIGNMENT, SUBCONTRACTING AND SUCCESSORS

GableStage shall not assign or subcontract this Agreement or any portion thereof, nor any property

associated with this Agreement, without the prior written approval of the County, specifically through its Board. Any unapproved assignment or subcontract shall be grounds for immediate termination of this Agreement. To the extent that the County approves of any assignments and/or subcontracts, it is understood and agreed that all assignees and subcontractors shall be subject to all of the terms and conditions of this Agreement and that GableStage shall continue to remain responsible and liable for all obligations under this Agreement and for all actions of its assignees and/or subcontractors. This provision shall not limit the authority of GableStage to enter into agreements that a non-profit theater company utilizes for the professional management of a theater, including but not limited to concession agreements, agreements with vendors for the maintenance and repair of the facility, rental or license agreements for the temporary use of space in the Theater, or agreements with FIU for FIU's use of the Theater.

B. DESIGN AND CONSTRUCTION OF THE THEATER

B.1 REDEVELOPMENT OF THE THEATER

GableStage understands and acknowledges that the County is in the process of planning for the redevelopment of the Theater and the Property. The County anticipates awarding a contract to an architectural and/or engineering firm sometime in 2015 in order to commence the master planning, thereafter the design, and ultimately the solicitation of a construction contractor in order to undertake the construction of the Theater. The County has no obligation and/or duty to GableStage to construct and/or undertake any redevelopment of the Property including, specifically, the Theater. While the County intends to develop the Theater and the Property in accordance with the Business Plan and this Agreement, the County has sole and absolute discretion on whether, when and how it shall redevelop the Theater and the Property. To the extent that the County does not construct the Theater, renovate the Theater, and/or redevelop the Property, then the County shall have no liability to GableStage whatsoever. If the County has not completed the construction of the Theater on or before the maximum timeframe allowed in the Business Plan, then this Agreement shall be automatically terminated as of that date, be null and void and be deemed of no further force and effect, unless extended by mutual agreement of the Parties.

The County, and not GableStage, shall contract for and manage any design and construction of the Theater. The County shall select, in its sole and absolute discretion, any consultants, design professionals and/or contractors for any redevelopment of the Theater and the Property. Further, the County shall provide direction and shall decide, in its sole and absolute discretion, any master plan for the Property, any design parameters and specifications for the Theater, and any construction contracting method, cost and/or improvements for the Theater. The County shall consult with GableStage for its review and recommendations regarding any design and construction of the Theater but shall have no obligation to undertake or agree to any recommendations provided by GableStage. Subject to available financial resources, the County shall consider the facility needs of GableStage in order to develop the Theater in a manner in which GableStage can offer the scope and quality of programs and activities of a regional theater company as described in the Business Plan in the Lease. GableStage shall direct all communications regarding the redevelopment of the Theater and Property to the County, specifically to the Department of Cultural Affairs, and not directly to the consultants, design professionals and/or contractors hired by the County for the Theater project.

B.2 CHANGES OR ADDITIONS BY THE COUNTY

Provided the County provides GableStage with prior written notice, the County may, at any time, and from time to time, unilaterally: (a) make or permit changes or revisions to the structure of the Theater, the Property and/or the surrounding grounds, including but not limited to, parking, walkways, sidewalks, pathways, driveways, green space, and additions, expansions, alterations and/or rearrangements of the Theater; and (b) make or permit any changes to any sign affixed to the exterior of the Theater. Should,

for any reason, the County elect to perform any repairs or alterations to the Theater, there shall be no allowance nor reimbursement to GableStage for any loss or diminution of its income and revenue arising from any interruption of its business nor shall there be any liability on the part of the County by reason of inconvenience, annoyance or injury to business arising from the County making repairs, alterations, additions, improvements, restorations or replacements in or to the Theater, or to any portion thereof, or to the fixtures, appurtenances, or equipment thereto. The County agrees, however, that any such repairs, alterations, additions, improvements, restorations or replacements shall be made with a minimum amount of inconvenience to GableStage, and that the County will diligently proceed therewith to completion.

B.3 IMPROVEMENTS BY GABLESTAGE

B.3.1 County Approval

Any permanent improvements, changes, or alterations to the Theater or Property contemplated by GableStage shall be submitted in writing for review and approval by the County Mayor, or his designee. GableStage agrees to provide the County with copies of any and all plans and specifications pertaining to such improvements at least sixty (60) days prior to seeking approval of such plans and specifications from the appropriate building department, and/or any other governmental permitting or regulatory entity or agency. GableStage further acknowledges and agrees that any and all construction must be competitively bid in accordance with, and/or required by, Section 255.20, Florida Statutes.

B.3.2 Quality of Improvements

GableStage shall cause any and all improvements to be performed competently and in a good and workmanlike manner by duly qualified and licensed person(s) or entities, using first grade materials, and performed to completion without unnecessary interference with, or disruption to the nearby property owners and/or neighbors.

B.3.3 Performance Bond

GableStage agrees that prior to commencing any construction, installation and/or repair work, including the purchase of supplies and/or materials from materialmen and suppliers, GableStage shall obtain and deliver to the County, at its sole cost and expense, a payment and performance bond, or such other alternate form of security, each which meets the requirements, as applicable, of Section 255.05, Florida Statutes, as set forth below, not less than ten (10) days prior to the anticipated purchase of supplies and/or materials, commencement of the construction, installation and/or repairs. Said payment and performance bond(s) shall name the County as an additional payee and obligee, the form of such bonds shall be as provided by Section 255.05, Florida Statutes and each shall be in the amount of the entire cost of the construction, installation, and/or repair project regardless of the source of funding. GableStage shall be responsible for recording the bonds in the public records of Miami-Dade County, Florida, and providing notice to subcontractors and suppliers, as required by Section 255.05 of the Florida Statutes. Said payment and performance bonds shall be maintained in full force and effect for the duration of any construction, installation, and/or repair work.

B.3.4 Payment for Improvements

GableStage shall implement County-approved improvements at its sole cost and expense and shall promptly pay all persons or entities furnishing labor and material with respect to any work performed by GableStage and/or its contractor, and shall obtain and deliver to the County "releases" or waivers of liens from all parties doing work on or about the Theater and/or the Property, along with an affidavit from GableStage stating that all bills and/or invoices have been paid with regard to such work and that there are no outstanding obligations owed with respect to any such work.

B.4 FURNISHING, FIXTURES, AND EQUIPMENT INSTALLED BY GABLESTAGE

GableStage shall furnish and install all furnishings, fixtures and equipment necessary for the operation of

the Theater that have not been installed by the County. All furnishings, fixtures and equipment acquired for the facility shall be of a high quality, and as good as or better than that what is found at similar facilities. GableStage shall afford the County the opportunity to review and comment upon in advance the selection of all furnishings, fixtures and equipment for the Theater. GableStage shall obtain the written approval from the County for any alterations or modifications to the Theater necessary for the installation of any furnishings, fixtures, and/or equipment. Following the installation of any additional equipment, furnishing, fixtures, and improvements which the County shall review from time to time, GableStage shall provide to the County a statement setting forth a complete description of the specific equipment, furnishings, fixtures, and/or improvements and the date upon which the installation of such equipment, furnishings, fixtures, and/or improvements were installed and/or completed, and their respective costs. GableStage agrees that all equipment, furnishings, fixtures, and improvements provided shall meet or exceed the requirements of all applicable building, fire, pollution, and other related codes. Upon the expiration or early termination of this Agreement, GableStage reserves the right to remove the furnishings and equipment provided and paid for by GableStage with non-County funds, so long as the removal of such furnishings and equipment will not result in damage to the Property, and so long as the furnishings and equipment are not otherwise subject to any type of lien, encumbrance, and/or obligation under this Agreement.

B.5 SIGNS

GableStage shall maintain all signage in good condition and appearance. Any changes, additions, and/or alterations to permanent exterior sign(s) on the property, including, but not limited to, any monument sign, marquee, etc., must first be approved in writing by the County, and any cost of painting, production, and/or installation shall be paid by GableStage. Said permanent signage, including any decoration, lettering, advertising material, or any other thing of any kind or nature, must also be pre-approved by the County, in addition to any and all other governmental authorities having jurisdiction over the Property. The County's approval must be by the County Mayor, or the County Mayor's designee. Any damage or unsightly condition caused to the Property because of, or due to, said signs, shall be satisfactorily corrected or repaired by GableStage, to the County's satisfaction, at GableStage's sole cost and expense.

C. OPERATIONS AND MANAGEMENT OF THE THEATER

C.1 COUNTY RIGHTS AND OBLIGATIONS

C.1.1 County-funded Repairs

The County shall provide funding for structural repairs, as may be required, to the roof and exterior envelope of the Theater, subject to an annual budgeted allocation adopted by the Board of County Commissioners in the Board's sole and absolute discretion. Repairs required to the roof and/or the exterior envelope of the Theater required as a result of acts of GableStage, its employees, vendors, licensees, etc., or that are the result of GableStage's failure to perform routine maintenance of these building systems, shall be the responsibility of GableStage. GableStage shall provide the County with a recommended capital repair budget and necessary list of repairs as part of its annual budget submittal to the County as set forth in Section C.2.

C.1.2 County Inspections and Right of Entry

The County shall have the authority to make periodic reasonable inspections of the Theater and its operations, along with any and all equipment, furnishings, fixtures and/or improvements during the normal operating hours thereof to determine whether GableStage is operating in compliance with the terms and provisions of this Agreement. The County shall have the right to enter the Theater, and the Property to make emergency repairs, alterations, replacements, or improvements, as the County deems necessary, but the County assumes no obligation to make any such repairs, alterations, replacements, or improvements, other than those expressly provided for in this Agreement. The County agrees, however,

that any such repairs, alterations, replacements, or improvements shall be made with a minimum amount of inconvenience to GableStage, and that the County will diligently proceed therewith to completion.

C.2 GABLESTAGE RIGHTS AND OBLIGATIONS

C.2.1 Permitted Uses and Equal Access

The County grants to GableStage the exclusive rights to, and GableStage agrees to, use, manage, and operate the Theater as a facility primarily for the presentation of performing arts, cultural, recreational, and educational activities. GableStage acknowledges and agrees that the Theater shall be utilized for the benefit of the public and community interest and welfare. GableStage agrees to keep the Theater open and properly and safely maintained for all Miami-Dade County residents and to allow all Miami-Dade County residents equal access and use of the Theater and not discriminate when charging facility admission fees. GableStage shall not use, operate, manage, suffer the use of or permit the use of the Theater or any part thereof in any manner, or anything done therein or brought or kept therein, which would in any way: (i) violate any of the terms or conditions of the Lease and/or the agreement between the County and FIU regarding the Coconut Grove Playhouse; (ii) violate any legal requirement or insurance requirements; or (iii) impair any of the County's right or interest in the Theater or Property.

C.2.2 Commencement of Obligations

GableStage shall commence operations and management of the Theater upon the receipt by the County of a certificate of substantial completion of the construction of the Theater ("Commencement Date"). GableStage shall thereafter continuously and uninterruptedly use, operate and maintain the Theater for the purposes outlined in this Agreement until the expiration or earlier termination of this Agreement. GableStage shall not discontinue its operations for any consecutive period of thirty (30) days or more without the prior written consent of the County via its County Mayor or Mayor's designee. Any failure of GableStage to continue its operations, as set forth herein, shall be deemed an event of default and, as a result thereof, this Agreement may be terminated.

C.2.3 Quality of Services

GableStage shall operate and manage the Theater on behalf of the County using the highest degree of professionalism. GableStage shall have at the Theater adequately trained personnel and staff to provide services to customers, users, patrons, visitors and/or guests. GableStage shall have sole artistic control over its theater programming, educational and outreach activities and other events that it presents. If any governmental approvals, licenses or permits shall be required for the proper and/or lawful conduct, operations and/or management of the Theater, then GableStage shall, at its expense, duly procure and thereafter maintain such license or permit and shall at all times comply with the terms and conditions of such permit or license.

C.2.4 Maintenance and Utilities

All repairs, refurbishment and redecoration of the Theater shall be the obligation of GableStage, excepting those items outlined in Section C.1, which shall be the responsibility of the County. GableStage shall provide and shall be solely responsible for the cost and expense to use, keep, maintain, and repair the Theater, including its immediately surrounding grounds and excluding other structures that may be built on the Property, either simultaneously or in the future, which structures may include a parking garage and/or an additional theater. GableStage's obligations shall include, but not be limited to: maintenance, cleaning and upkeep of all building systems, janitorial services, pest extermination, sewer, trash and garbage collection services, utilities, electric, cable, phone, internet, and security services, etc.. Upon failure of GableStage to maintain the Theater as required by this Agreement, the County may, after thirty (30) days' written notice to GableStage from the County Mayor or Mayor's designee, or sooner if deemed an emergency, enter the Theater and perform any maintenance or repair necessary to safeguard

the County's interest and shall bill the cost thereof to GableStage.

C.2.5 Pro-Forma and Annual Budget

GableStage will develop a full operating pro-forma as a 5-year operating forecast for the Theater in coordination with a management consulting firm hired by GableStage. GableStage shall consult with the County during the development of its pro-forma and the County, through its Department of Cultural Affairs, shall cooperate with and assist GableStage with developing its pro-forma. After the design for the Theater is complete and before the County receives its certificate of substantial completion for the Theater, GableStage shall prepare a detailed operating budget for the first year of operations of the Theater which shall be subject to the review by the County Mayor, or the Mayor's designee. GableStage shall maintain the same fiscal year as does the County such that its fiscal year will commence October 1st and end on September 30th of the following year. GableStage shall submit to the County by February 1st of each year the entire annual operating budget for the Theater, including all classes of revenues and expenditures, for the coming fiscal year, including a recommended capital repair budget and necessary list of repairs in accordance with Section C.1.1. GableStage shall submit to the County annual reports and annual independent audits conducted by a Certified Public Accountant on or before December 31st of each year for the fiscal year ending in the immediately prior September 30th. Annual reports shall consist of (a) a summary of the programming and marketing activities of GableStage; (b) a balance sheet; (c) a statement of revenues and expenditures; and (d) a statement of changes in fund balance since the prior submittal.

C.2.6 Gablestage Agreement with Florida International University (FIU)

GableStage will provide FIU with certain mutually agreed upon rights and benefits that take into account the goals of the Business Plan for FIU's students, faculty and the community. These benefits include, but are not limited to, joint marketing, signage and promotion; GableStage and FIU faculty and staff affiliations; workshops and master classes; and use of the Theater. The agreement reached between GableStage and FIU is attached hereto and is incorporated herein by reference (Attachment B).

C.2.7 Fees and Revenues

The County shall not be entitled to keep any revenues received by GableStage from the rental of spaces in, or use of, the Theater, the sale of tickets by GableStage, revenues from concession sales, and any other revenue generated by GableStage. Neither the County nor GableStage shall be entitled to any rental, management or operating fees from the other for the use, operation and management of the Theater, nor shall the County establish any admission charges or fees for the Theater. GableStage shall establish ticket prices, concession sales rates and all other fees and rates incidental to the operation of the Theater consistent with sound management practices and with the objectives of maintaining a balanced budget and presenting programs and activities that are affordable to the public.

C.2.8 Operational Responsibilities

GableStage shall provide all theater and property management, accounting, advertising, public relations and legal services required for the operations of the Theater. It is the intent of the Parties that GableStage will have authority and responsibility over the day-to-day operation of the Theater and all activities occurring there, and that it shall use the revenue generated by the use of the Theater to pay the expenses associated with the operations of the Theater. GableStage shall apply for available state, federal and private grant money to help pay for these expenses. GableStage shall have the exclusive authority to determine space allocation and scheduling within the Theater. All contracts, licenses and agreements entered into by GableStage in connection with the management of the Theater shall be in its own name.

C.2.9 Obligations and Debt

GableStage shall be responsible for the collection of unpaid obligations due as a result of the use or operation of the Theater and the County shall have no responsibility therefore. GableStage shall not

cause any liens or encumbrances to be placed on the Theater or the Property and shall not be entitled to use the Theater, Property or any fixtures, furniture or equipment of the Theater provided and/or paid for by the County as security for any loan or indebtedness.

C.2.10 Taxes

GableStage acknowledges and agrees that if at any time during the term of this Agreement, or any renewal or extension thereof, a tax, charge, levy, imposition, or excise is placed or otherwise imposed on the Theater, then GableStage shall be solely responsible for the payment and satisfaction of any such tax, charge, levy, imposition and/or excise. GableStage acknowledges and agrees that it shall be solely responsible for any and all applicable sales and use taxes arising out of performances or events at the Theater and all other applicable taxes relating to its operation and management of the Theater and it shall also be responsible for all municipal, county, or state taxes assessed against any occupancy interest or personal property of any kind or nature, owned by or placed in, upon or about the Theater by GableStage.

D. INSURANCE AND INDEMNIFICATION

D.1 ACTS OF OTHERS

The County shall not be responsible or liable to GableStage, or to those claiming by, through or under GableStage, for any loss or damage which may be occasioned by or through the acts or omissions of persons coming to or upon the Theater or the surrounding grounds for any loss or damage resulting to such entity or to GableStage for themselves or for personal property from actions or activity by such person(s) or entities at the Theater and/or Property. Further, the County shall not be responsible or liable to GableStage, or to those claiming by, through or under GableStage, for any loss or damage which may be occasioned or caused by actions or inactions which are the direct or indirect cause of any breaking, bursting, stoppage, or leaking of water, gas, sewer, electrical, telephone or other utility pipes and/or lines.

D.2 INSURANCE REQUIREMENTS FOR GABLESTAGE

Throughout the term of this Agreement, GableStage shall maintain in force the following insurance and shall furnish to Miami-Dade County, Department of Cultural Affairs, 111 N.W. 1st Street, Suite 625, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of GableStage as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis including products liability and liquor liability, 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 this Agreement, in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.
- D. Property Insurance in the amount of \$5,000,000 for all perils excluding named windstorm covering the structure(s). Miami-Dade County shall be named as a loss payee with respect to this coverage. This limit may be adjusted at the sole discretion of Miami-Dade County as necessary to conform with the County's All Other Peril deductible.

E. Property Insurance on a special causes of loss form for 100% of the replacement value of the contents and improvements owned by Gablestage. Miami-Dade County will not be responsible for damage to contents owned by Gablestage or improvements to the Theater that Gablestage makes that are not intended to be permanent.

F. Business Interruption Insurance in an amount sufficient to adequately cover continuing expenses.

All Policies must be written on a primary basis, non-contributory with any other insurance coverages and/or self-insurance carried by Miami-Dade County.

All Policies must include a Waiver of all Rights of Subrogation against Miami-Dade County.

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.

D.3 INDEMNIFICATION

GableStage 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 GableStage or its employees, agents, servants, partners, principals or subcontractors. GableStage shall pay all claims and losses in connections 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. GableStage expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by GableStage shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The County does hereby agree to indemnify and hold harmless GableStage to the extent and within the limitations of Section 768.28 Fla. Stat., subject to the provisions of that Statute whereby the County shall not be held liable to pay a person injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgments of portions thereof, which, when totaled with all other occurrences, exceeds the sum of \$300,000, from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the negligence of the County. However, nothing herein shall be deemed to indemnify GableStage from any liability or claim arising out of the negligent performance or failure of performance of GableStage or any unrelated third party.

E. GABLESTAGE EVENTS OF DEFAULT

Any of the following situations shall be an event of Default:

- (1) A material failure to observe any provision of this Agreement;
- (2) Failure to properly or adequately maintain and secure the Theater;
- (3) Failure to remedy any condition posing a threat to the health or safety of the public;
- (4) Failure to operate, program and market the Theater as a regional theater and failure to provide annual seasons of quality theatrical and performing arts events and education and outreach activities for the benefit of the residents of and visitors to Miami-Dade County; provided, however, that GableStage shall not be held responsible for hurricanes, Acts of God, civil insurrections or riots;
- (5) Failure of GableStage to remain solvent or to operate the Theater in a fiscally responsible manner; and/or
- (6) Failure of GableStage to observe any other covenant or obligation set forth in this Agreement or to operate and manage the Theater in compliance with all federal, state, and local laws.

F. TERMINATION

F.1 TERMINATION FOR CONVENIENCE

GableStage may terminate this Agreement for its convenience upon two-hundred and seventy (270) days' prior written notice to the County at any time after the Effective Date. The County, through the Mayor or the Mayor's designee, may terminate this Agreement for its convenience upon two-hundred and seventy (270) days' prior written notice to GableStage at any time after the Effective Date, provided that the date of termination is to take place before the Commencement Date.

F.2 COUNTY TERMINATION FOR DEFAULT BY GABLESTAGE

If an event of Default as set forth in Article E has occurred and GableStage has not begun to cure the default within fifteen (15) days after the County furnishes written notice of the Default, then the County shall institute the Dispute Resolution Procedure described in Section F.3. If a resolution satisfactory to the County Mayor is not achieved as a result of the Dispute Resolution Procedure, then the County may terminate this Agreement upon sixty (60) days prior written notice to GableStage. GableStage may appeal this termination, within fifteen (15) days, to the Chief Judge of the 11th Circuit Court.

F.3 DISPUTE RESOLUTION PROCEDURE

In the event the County and GableStage are unable to resolve their differences concerning any dispute or claim arising under or relating to the Agreement, except those that may arise pursuant to the provisions of Section A.7 of this Agreement relating to public records, (referred to as a "Dispute"), either GableStage or the County may initiate a dispute in accordance with the procedure set forth in this Section. Exhaustion of these procedures shall be a precondition to any lawsuit permitted hereunder. Pending final decision of a Dispute hereunder, GableStage shall proceed diligently with the performance of the Agreement.

Any and all Disputes shall be decided by a designee ("Hearing Officer") appointed by the Director of the Department of Cultural Affairs, or successor County Department ("Director"). The designee can be any individual selected by the Director, including but not limited to the Director himself, another County employee, an expert in the subject area of the Dispute, an attorney experienced in arbitrations, or a retired judge. The Director shall select and appoint the Hearing Officer upon a timely request made under this Section for the initiation of the Dispute.

As soon as practicable, the Hearing Officer shall adopt a schedule for GableStage and the County to file written submissions stating their respective positions and the bases therefore. The written submissions shall include copies of all documents and sworn statements in affidavit form from all witnesses relied on by each party in support of its position. Within 20 working days of the date on which such written submissions are filed, the Hearing Officer shall afford each party an opportunity to present a maximum of

one hour of argument. The Hearing Officer may decide the Dispute on the basis of the affidavits and other written submissions if, in his opinion, there is no issue of material fact and the party is entitled to a favorable resolution pursuant to the terms of this Agreement. As part of such decision, the Hearing Officer shall determine the timeliness and sufficiency of each notice of claim and claim at issue as provided in this article. The Hearing Officer shall have the authority to rule on questions of law, including disputes over Agreement interpretation, and to resolve claims, or portions of claims, via summary judgment where there are no disputed issues of material fact. Furthermore, the Hearing Officer is authorized by both parties to strike elements of claims seeking relief or damages not available under the Agreement (such as, but not limited to, claims for lost profits, off-site overhead, loss of efficiency or productivity claims or claim's preparation costs) by summary disposition.

In the event that the Hearing Officer determines that the affidavits or other written submissions present issues of material fact, he shall allow the presentation of evidence in the form of lay or expert testimony directed solely to the issues which he may specifically identify to require factual resolution. The testimonial portion of the process shall not exceed one day in duration per side, including opening statements and closing arguments, if allowed by the Hearing Officer at his reasonable discretion.

No formal discovery shall be allowed in connection with any proceeding under this Section. Notwithstanding the foregoing, both parties agree that all of the audit, document inspection, information and documentation requirements set forth elsewhere in this Agreement shall remain in force and effect throughout the proceeding. The Hearing Officer shall not schedule the hearing until both parties have made all their respective records available for inspection and reproduction and the parties have been afforded reasonable time to analyze the records. The continued failure of a party to comply with the document inspection, examination, or submission requirements set forth in this Agreement shall constitute a waiver of that party's claims and/or defenses, as applicable. Hearsay evidence shall be admissible but shall not form the sole basis for any finding of fact. Failure of any party to participate on a timely basis, to cooperate in the proceedings, or to furnish evidence in support or defense of a claim shall be a criteria in determining the sufficiency and validity of a claim.

The Hearing Officer shall issue a written decision within 15 working days after conclusion of any testimonial proceeding and, if no testimonial is conducted, within 45 days of the filing of the last written submission. This written decision shall set forth the reasons for the disposition of the claim and a breakdown of any specific issues or claims. The decision of the Hearing Officer shall be conclusive, final and binding on the parties, subject only to the limited right of review specified in paragraph F.3.7 below.

If either party wishes to contest the decision of the Hearing Officer, such party may commence an action in a court of competent jurisdiction, within the periods prescribed by law, it being understood that the review of the court shall be limited to the question of whether or not the Hearing Officer's determination was arbitrary and capricious, unsupported by any competent evidence, or so grossly erroneous to evidence bad faith.

F.4 EFFECT OF TERMINATION

Upon termination, the Theater and all its fixtures, furnishings and equipment belonging to the County shall be returned to the care and custody of the County. All personal property and assets of GableStage shall be removed by GableStage from the Theater upon termination.

G. INSPECTOR GENERAL

G.1 MIAMI-DADE COUNTY INSPECTOR GENERAL REVIEW

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General (IG) which may, on a random basis, perform audits, inspections, and reviews on all County contracts, throughout the duration of said contracts. Upon written notice from the County, GableStage shall make available to the IG, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IG services, and under no circumstance shall GableStage's costs or expenses, be inclusive of any charges relating to these IG services. Any reasonable and necessary copies required by the IG shall be made at the IG's expense. The terms of this provision herein, apply to GableStage, its officers, agents, and employees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of GableStage in connection with this Agreement. The terms of this Article shall not impose any liability on the County by GableStage or any third party.

G.2 INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL REVIEW

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. The IPSIG may be engaged to audit, investigate, monitor, oversee, inspect and review the operations, activities and performance of the Parties in connection with this Agreement.

H. MISCELLANEOUS PROVISIONS

H.1 NOTICES

When any notice is required to be given by this Agreement, it shall be delivered by certified mail, return receipt requested to the parties at the addresses listed below, or such other address as is furnished in writing to the other party:

To the County: County Mayor
 Miami-Dade County
 111 N.W. 1 Street, Suite 2920
 Miami, Florida 33128

copy to: County Attorney

To GableStage: Chair/President, GableStage, Inc.

H.2 INDEPENDENT CONTRACTOR RELATIONSHIP

The County and GableStage acknowledge and agree that they are independent entities and neither GableStage nor any of its employees or officers shall be considered employees, agents or officers of the County.

H.3 COUNTY AS SOVEREIGN

The Parties understand and expressly hereby agree that the Theater and the Property may be subject to various governmental considerations and approvals that are outside of the terms and conditions of this Agreement. Such considerations and approvals may be processed or considered by one or various agencies and/or departments of the County in the normal course of business for those agencies and/or

departments. The parties agree that the County shall not be liable in any manner, whatsoever, to any other party or person for the exercise of its governmental authority, regulatory powers and/or police powers.

H.4 RULES AND REGULATIONS

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

H.5 HEADINGS

The headings of the various paragraphs and sections, and the references to paragraphs and sections of this 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 Agreement, or any part or parts of this Agreement.

H.6 ENTIRETY OF AGREEMENT

This Agreement along with the documents referenced herein constitute the entire, fully integrated Agreement between the Parties with respect to the subject matter hereof and supersede all prior or contemporaneous verbal or written agreements between the Parties with respect thereto. This Agreement shall not be construed in favor of one party or the other. All matters involving the Agreement shall be governed by laws of the State of Florida without application of conflict of laws principles.

H.7 AMENDMENT

This Agreement may be amended by written document approved by the Board of Directors of GableStage and approved by the Board of County Commissioners by Resolution duly adopted and executed by the County Mayor or Mayor's designee.

H.8 NO WAIVER OF RIGHT TO ENFORCE

The waiver by the County of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or any subsequent breach of the same or any other term, covenant, or condition herein contained. No covenant, term, or condition of this Agreement shall be deemed to have been waived by the County, unless such waiver is in writing by the County, and there shall not be any accord and satisfaction unless expressed in writing and signed by both the County and GableStage. Any waiver of any portion of this Agreement shall be evidenced in writing by the party that made such waiver.

H.9 SAVINGS CLAUSE

In the event any term or provision of this Agreement is determined by an arbitration panel, or appropriate judicial authority, to any extent, to be illegal, ineffective, unenforceable or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

H.10 CHOICE OF VENUE

Any litigation between the County and GableStage relating in any way to this Agreement shall be brought and presented exclusively in a court located in Miami-Dade County, Florida.

H.11 SURVIVAL

The parties acknowledge that many of the obligations in this Agreement will survive the term, termination and/or cancellation hereof. Accordingly, the respective obligations of GableStage and the County under

this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

IN WITNESS WHEREOF, the Parties have set their hands and seals, and such of them, as are corporations have caused these presents to be signed by their duly authorized officers as of the date first set forth above.

GABLESTAGE, INC.

(corporate seal)

By: _____
Chair/President

ATTEST:

By: _____
Secretary

Approved as to form and
Legal sufficiency

County Attorney

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

By: _____
County Mayor

ATTEST:

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

(SEAL)

Management & Operating Agreement
Exhibit A

CALL
BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA

LEASE AGREEMENT

Lease Number 4721.

THIS LEASE AGREEMENT, made and entered into this 8 day of October 2013 between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as "LESSOR", and FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES, by and on behalf of FLORIDA INTERNATIONAL UNIVERSITY (FIU) and MIAMI-DADE COUNTY (COUNTY) (collectively hereinafter referred to as "LESSEE",)

LESSOR, for and in consideration of mutual covenants and agreements hereinafter contained, does hereby lease to said LESSEE the lands described in paragraph 2 below, together with the improvements thereon, and subject to the following terms and conditions:

1. DELEGATIONS OF AUTHORITY: LESSOR's responsibilities and obligations herein shall be exercised by the Division of State Lands, State of Florida Department of Environmental Protection.
2. DESCRIPTION OF PREMISES: The property subject to this lease is situated in the County of Miami-Dade, State of Florida and is more particularly described in Exhibit "A" attached hereto and hereinafter referred to as the "leased premises". The leased premises are being leased to LESSEE in an "AS IS, WHERE IS" condition without warranties of title or representations.
3. TERM: The term of this lease shall be for an initial period of ~~25 years commencing on October 15, 2013 and ending on October 14,~~

Management & Operating Agreement
Exhibit A

~~(2005)~~ unless sooner terminated pursuant to the provisions of this lease, LESSEE may renew this lease for ~~two additional 25-year terms~~ subject to LESSOR's approval, at one of its regularly scheduled meetings, of LESSEE's request to renew or extend this lease. LESSEE shall be required to give LESSOR at least one hundred twenty (120) days written notice of its election to renew or extend this lease prior to the expiration of the current lease term.

4. PURPOSE: The LESSEE shall manage the leased premises only for the establishment and operation of programs and facilities that present arts, cultural, community, civic, governmental and educational activities for the benefit of the public, along with other related uses necessary for the accomplishment of this purpose as designated in the Land Use Plan required by paragraph 8 of this lease.

5. QUIET ENJOYMENT AND RIGHT OF USE: LESSEE shall have the right of ingress and egress to, from and upon the leased premises for all purposes necessary to the full quiet enjoyment by LESSEE of the rights conveyed herein.

6. UNAUTHORIZED USE: LESSEE shall, through its agents and employees, prevent the unauthorized use of the leased premises or any use thereof not in conformance with this lease.

7. ASSIGNMENT: This lease shall not be assigned in whole or in part without the prior written consent of LESSOR. Any assignment made either in whole or in part without the prior written consent of LESSOR shall be void and without legal effect.

8. LAND USE PLAN: LESSEE has prepared and submitted a business plan, which is attached hereto as Exhibit "B" ("Business Plan"). LESSOR's execution of this Lease shall constitute acknowledgment and approval of the Business Plan, and further that such Business Plan the satisfies the requirements for submission and approval of a Land Use Plan (PLAN) for the leased premises, in accordance with Section 253.034, Florida Statutes. The leased premises shall be developed consistent with the original management concept included in the PLAN approved by LESSOR on August 20, 2013, provided however, that all parties understand and agree that that details of the PLAN may evolve and change as a result of, and throughout, the design, construction and operational phases of the PLAN. LESSEE is to notify LESSOR in writing of any changes that alter the original management concept included in the PLAN and it is at the discretion of LESSOR if the changes are acceptable. LESSEE shall give LESSOR reasonable notice of the application for and receipt of any state, federal or local permits as well as any public hearings or meetings relating to the development or use of the leased premises. Any financial commitments made by LESSEE which are not in compliance with the terms of this lease shall be done at LESSEE's own risk. The PLAN shall provide the basic guidance for all management activities. LESSEE shall not use or alter the leased premises except as generally provided for in the approved PLAN without the prior written approval of LESSOR.

Management & Operating Agreement
Exhibit A

9. EASEMENTS: All easements of any nature including, but not limited to, utility easements are required to be granted by LESSOR. LESSEE is not authorized to grant any easements of any nature and any easement granted by LESSEE shall be void and without legal effect.
10. SUBLEASES: This lease is for the purposes specified herein and subleases of any nature are prohibited, without the prior written approval of LESSOR. Any sublease not approved in writing by LESSOR shall be void and without legal effect.
11. OPERATING AND OTHER ANCILLARY AGREEMENTS: All parties stipulate and agree that LESSEE has the right to enter into agreement(s) with outside party(ies), for the purpose(s) of managing, operating and/or maintaining all or a portion of LESSEE's operations and/or the leased premises, including, without limitation, ancillary and supporting functions such as vehicular parking and concessions. However, LESSOR reserves the right to review any proposed activity by a third party to determine if the activity would require a sublease pursuant to Chapter 18-2, Florida Administrative Code. If a sublease is required, it shall comply with the applicable requirements of Chapter 18-2, Florida Administrative Code.
12. RIGHT OF INSPECTION: LESSOR or its duly authorized agents, representatives or employees shall have the right at any and all times to reasonably inspect the leased premises and the works and operations of LESSEE in any matter pertaining to this lease.

Management & Operating Agreement
Exhibit A

13. PLACEMENT AND REMOVAL OF IMPROVEMENTS: All buildings, structures and improvements shall be constructed at the expense of LESSEE in accordance with plans prepared by professional designers and shall be developed consistent with the objectives of the PLAN. Further, no trees other than non-native species shall be removed or major land alterations done by LESSEE without the prior written approval of LESSOR. Equipment and improvements placed on the leased premises by LESSEE which are not intended to, or do not become, a permanent part of the leased premises will remain the property of LESSEE and may be removed by LESSEE upon termination of this lease.

14. INSURANCE REQUIREMENTS: During the term of this lease LESSEE shall procure and maintain a ~~policy of fire and extended~~ ~~insurance coverage~~ as governmental entities LESSEE shall have the option to satisfy this obligation under LESSEE's property insurance program(s) with values scheduled for the full insurable replacement value of any improvements or fixtures located on the leased premises. LESSEE shall provide confirmation of such self-insurance in compliance with Section 768.28, Florida Statutes, in amounts not less than \$200,000 per person and \$300,000 per incident or occurrence for personal injury, death, and property damage on the leased premises. LESSEE shall submit annually thereafter, written evidence of maintaining such insurance policies, or self-insurance, to the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800

Page 5 of 24.
Lease No. 4721

R 05/13

Management & Operating Agreement
Exhibit A

Commonwealth Boulevard, Tallahassee, Florida 32399-3000. Any certificate of self-insurance shall be issued or approved by the Chief Financial Officer, State of Florida. LESSEE shall immediately notify LESSOR and the insurer of any erection or removal of any building or other improvement on the leased premises and any changes affecting the value of any improvements and shall request the insurer to make adequate changes in the coverage to reflect the changes in value. LESSEE shall be financially responsible for any loss due to failure to obtain adequate insurance coverage or failure to self-insure as described above, and the failure to maintain such policies or certificate in the amounts set forth, or to self-insure, shall constitute a breach of this lease.

15. LIABILITY: Each party is responsible for all liability attributable to that party and to the officers, employees and agents of that party, including but not limited to liability for personal injury and property damage arising out of the negligent acts or omissions of that party and the officers, employees and agents of that party. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in section 740.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims,

16. PAYMENT OF TAXES AND ASSESSMENTS/AUTHORITY TO CHALLENGE

ENCUMBRANCES: LESSEE shall assume full responsibility for and shall pay all liabilities, if any, that accrue to the leased premises or to

Management & Operating Agreement
Exhibit A

the improvements thereon, including any and all ad valorem taxes and drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully and properly assessed and levied against the leased premises during the lease term. LESSOR shall not consent to or otherwise allow or permit such taxes, assessments, liens, etc., to accrue or be assessed or levied upon the leased premises, and agree to reasonably cooperate with the LESSEE in any efforts to investigate, appeal, or otherwise challenge in any way such taxes, assessments, liens, etc. LESSOR stipulates, authorizes, delegates and acknowledges that LESSEE shall be empowered to take all steps necessary to challenge any taxes, assessments, liens, judgments, or any other encumbrances, etc., including those encumbrances as hereinafter described and defined in paragraph 31, and may do so by any legal and appropriate means, including but not limited to, by the utilization of legal proceedings. LESSOR shall reasonably cooperate with LESSEE in any efforts to investigate, appeal, or otherwise challenge the foregoing.

17. NO WAIVER OF BREACH: The failure of LESSOR or LESSEE to insist in any one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this lease shall not be construed as a waiver of such covenants, terms or conditions, but the same shall continue in full force and effect, and no waiver of LESSOR or LESSEE of any of the provisions hereof shall in any event be deemed

Management & Operating Agreement
Exhibit A

to have been made unless the waiver is set forth in writing, signed by LESSOR or LESSEE, respectively.

18. TIME: Time is expressly declared to be of the essence of this lease.

19. NON-DISCRIMINATION: LESSEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the leased premises or upon lands adjacent to and used as an adjunct of the leased premises.

20. UTILITY FEES: LESSEE shall be responsible for the payment of all LESSEE-caused charges for the furnishing of gas, electricity, water and other public utilities to the leased premises and for having all utilities turned off when the leased premises are surrendered.

21. MINERAL RIGHTS: This lease does not cover petroleum or petroleum products or minerals and does not give the right to LESSEE to drill for or develop the same, and LESSOR specifically reserves the right to lease the leased premises for purpose of exploring and recovering oil and minerals by whatever means appropriate, provided, however, that LESSEE named herein shall be fully compensated for any and all damages that might result to the leasehold interest of said LESSEE by reason of such exploration and recovery operations.

22. RIGHT OF AUDIT: LESSEE shall make available to LESSOR all financial and other records relating to this lease, and LESSOR shall have the right to either audit such records at any reasonable time or

require the submittal of an annual independent audit by a Certified Public Accountant during the term of this lease. This right shall be continuous until this lease expires or is terminated. This lease may be terminated by LESSOR should LESSEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this lease, pursuant to the provisions of Chapter 119, Florida Statutes.

23. CONDITION OF PREMISES: LESSOR assumes no liability or obligation to LESSEE with reference to the condition of the leased premises. The leased premises herein are leased by LESSOR to LESSEE in an "as is" condition, with LESSOR assuming no responsibility for the care, repair, maintenance or improvement of the leased premises for the benefit of LESSEE.

24. COMPLIANCE WITH LAWS: LESSEE agrees that this lease is contingent upon and subject to LESSEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

25. NOTICE: All notices given under this lease shall be in writing and shall be served by certified mail including, but not limited to, notice of any violation served pursuant to Section 253.04, Florida Statutes, to the last address of the party to whom notice is to be given, as designated by such party in writing. LESSOR and LESSEE hereby designate their address as follows:

Page 9 of 24
Lease No. 4721

R 05/13

Management & Operating Agreement
Exhibit A

LESSOR: State of Florida Department of
Environmental Protection
Division of State Lands
Bureau of Public Land Administration, MS 130
3800 Commonwealth Boulevard
Tallahassee, Florida 32399-3800

LESSEE: Miami-Dade County
Department of Cultural Affairs
111 N.W. 1st Street, Suite 625
Miami, Florida 33128

With a copy to:

Miami-Dade County Attorney's Office
111 N.W. 1st Street, Suite 2800
Miami, Florida 33128

and

Florida International University
Modesto Maidique Campus
Senior Vice President & Chief Financial Officer
Division of Finance and Administration
11200 S.W. 8th Street, PC 523 A
Miami, Florida 33199

With a copy to:

Florida International University
General Counsel's Office
11200 S.W. 8th Street, PC 511
Miami, Florida 33199

26. BREACH OF COVENANTS, TERMS, OR CONDITIONS: Should LESSEE breach any of the covenants, terms, or conditions of this lease, LESSOR shall give written notice to LESSEE to remedy such breach within one hundred twenty (120) days of such notice. In the event LESSEE fails to remedy the breach to the satisfaction of LESSOR within one hundred twenty (120) days of receipt of written notice, LESSOR may either terminate this lease and recover from LESSEE all damages LESSOR may incur by reason of the breach including, but not limited to, the cost of

Page 10 of 24
Lease No. 4721

R 05/13

Management & Operating Agreement
Exhibit A

recovering the leased premises or maintain this lease in full force and effect and exercise all rights and remedies herein conferred upon LESSOR,

27. DAMAGE TO THE PREMISES: (a) LESSEE shall not do, or suffer to be done, in, on or upon the leased premises or as affecting said leased premises or adjacent properties, any act which may result in damage or depreciation of value to the leased premises, or any part thereof, (b) LESSEE shall not generate, store, produce, place, treat, release or discharge any contaminants, pollutants or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the leased premises or any adjacent lands or waters in any manner not permitted by law. For the purposes of this lease, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant. "Pollutants" and "pollution" shall mean those products or substances defined in Chapters 376 and 403, Florida Statutes, and the rules promulgated thereunder, all as amended or updated from time to time.

Page 11 of 24
Lease No. 4721

R 08/13

Management & Operating Agreement
Exhibit A

In the event of LESSEE's failure to comply with this paragraph, LESSEE shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the leased premises, and (2) all off-site ground and surface waters and lands affected by LESSEE's failure to comply, as may be necessary to bring the leased premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders, and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. Where hazardous substances have been introduced during the lease term, LESSEE's remediation obligations set forth in this paragraph shall survive the termination or expiration of this lease. This paragraph shall not be construed as a limitation upon the obligations or responsibilities of LESSEE as set forth herein. Nothing herein shall relieve LESSEE of any responsibility or liability prescribed by law for fines, penalties and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by LESSEE's activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other violation of local, state, or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release, or discharge of any contaminant, LESSEE

Management & Operating Agreement
Exhibit A

shall report such violation to all applicable governmental agencies having jurisdiction, and to LESSOR, all within the reporting periods of the applicable governmental agencies.

28. ENVIRONMENTAL AUDIT: At LESSOR's discretion, LESSEE shall provide LESSOR with a current Phase I environmental site assessment conducted in accordance with the State of Florida Department of Environmental Protection, Division of State Lands' standards prior to termination of this lease; and if necessary a Phase II environmental site assessment.

29. SURRENDER OF PREMISES: Upon termination or expiration of this lease, LESSEE shall surrender the leased premises to LESSOR. In the event no further use of the leased premises or any part thereof is needed, or desired, in LESSEE's discretion, LESSEE shall give written notification to LESSOR and the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, at least six months prior to the release of any or all of the leased premises. Notification shall include a legal description, this lease number, and an explanation of the release. Upon release of all or any part of the leased premises or upon termination or expiration of this lease, all improvements, including both physical structures and modifications to the leased premises shall become the property of LESSOR, unless LESSOR gives written notice to LESSEE to remove any or all such improvements at the

Management & Operating Agreement
Exhibit A

expense of LESSEE. The decision to retain any improvements upon termination or expiration of this lease shall be at LESSOR's sole discretion. Prior to surrender of all or any part of the leased premises a representative of the Division of State Lands, State of Florida Department of Environmental Protection shall perform an on-site inspection and the keys to any building on the leased premises shall be turned over to the State of Florida Department of Environmental Protection, Division of State Lands. If the improvements do not meet all conditions as set forth in paragraphs 20 and 36 herein, LESSEE shall pay all costs necessary to meet the prescribed conditions.

30. BEST MANAGEMENT PRACTICES: LESSEE shall implement applicable Best Management Practices for all activities conducted under this lease in compliance with paragraph 18-2, 018(2)(h), Florida Administrative Code, which have been selected, developed, or approved by LESSOR or other land managing agencies for the protection and enhancement of the leased premises, provided that LESSOR has provided to LESSEE written copies of such Best Management Practices prior to, or contemporaneously with, execution of this lease.

31. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the leased premises shall be retained by LESSOR. LESSOR and LESSEE shall not do or permit, and since September 25, 2012, they have not done or permitted, anything to be done which purports to create a lien or encumbrance of any nature against the real property contained in

Management & Operating Agreement
Exhibit A

the leased premises including, but not limited to, mortgages or construction liens against the leased premises or against any interest of LESSOR therein. In the event any encumbrances including, but not limited to, liens, judgments, enforcement orders and notices, and municipal special assessments ("Encumbrances") attach to the leased premises from September 25, 2012, through the term of this lease it will be LESSEE's responsibility to remove, release, satisfy, or otherwise resolve these Encumbrances from the leased premises at LESSEE's sole cost and expense. Provided that in the event that Encumbrances are discovered which were not reflected in the Old Republic National Title Insurance Company Commitment, Fund File Number 01-2012-016250A with an effective date of September 25, 2012 at 11:00 p.m., then LESSEE shall have twelve months to attempt to remove, release, satisfy, or otherwise resolve those. In the event that LESSEE determines that it is unable to reasonably do so, LESSEE may terminate this lease with no further liability or obligation under this paragraph by then utilizing the provisions of paragraph 29 of this lease.

32. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this lease shall be ruled by a court of competent jurisdiction, to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Page 15 of 24
Lease No. 4721

R 05/13

33. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this lease in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the State of Florida Department of State, Division of Historical Resources. The Land Use Plan prepared pursuant to Chapter 18-2, Florida Administrative Code, shall be reviewed by the Division of Historical Resources to insure that adequate measures have been planned to locate, identify, protect and preserve the archaeological and historic sites and properties on the leased premises.

34. SOVEREIGNTY SUBMERGED LANDS: ~~This lease does not authorize the~~
use of any lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters ~~of the area space thereabove.~~

35. ENTIRE UNDERSTANDING: This lease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of LESSOR and LESSEE.

36. MAINTENANCE OF IMPROVEMENTS: LESSEE shall maintain the real property contained within the leased premises and any improvements located thereon, in a state of good condition, working order and repair including, but not limited to, removing all trash or litter, maintaining all planned improvements as set forth in the approved Land Use Plan, and meeting all building and safety codes. LESSEE shall

Management & Operating Agreement
Exhibit A

maintain any and all existing roads, canals, ditches, culverts, dikes and the like in as good condition as the same may be on the effective date of this lease.

37. GOVERNING LAW: This lease shall be governed by and interpreted according to the laws of the State of Florida.

38. SECTION CAPTIONS: Articles, subsections and other captions contained in this lease are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this lease or any provisions thereof.

39. ADMINISTRATIVE FEE: LESSEE shall pay LESSOR an ~~annual~~ administrative ~~fee of \$3000~~ pursuant to subsection 18-2.020(8), Florida Administrative Code. The initial annual administrative fee shall be payable within thirty days from the date of execution of this lease agreement and shall be prorated based on the number of months or fraction thereof remaining in the fiscal year of execution. For purposes of this lease agreement, the fiscal year shall be the period extending from July 1 to June 30. Each annual payment thereafter shall be due and payable on July 1 of each subsequent year.

40. SPECIAL CONDITIONS: The following special conditions shall apply to this lease:

A. LESSEE shall dedicate \$20 million specifically for the capital expenses for the Coconut Grove Playhouse project and adhere to the timetable for the capital plan as set forth in the Business

plan. Failure to do so shall constitute a default under this lease.

B. During the term of this lease and any renewal or extension, LESSEE shall be required to provide LESSOR with an annual written status report of the construction and the operation of the Coconut Grove Playhouse within 30 days of each annual anniversary date of this lease.

C. LESSEE acknowledges and understands that this lease is subject to existing Coconut Grove Parking and Security Use Agreement No. 0392 ("Use Agreement"), dated November 2, 2012, as amended by Amendment to Use Agreement Number 0392, dated June 14, 2013, by and between LESSOR and Paradise Parking Systems, LLC, and that LESSOR shall continue to receive the monthly fees under the Use Agreement until such time as the Use Agreement is terminated. Upon LESSEE's written request, LESSOR agrees to promptly terminate the Use Agreement in accordance with the termination provisions in the Use Agreement.

Management & Operating Agreement
Exhibit A

IN WITNESS WHEREOF, the parties have caused this lease to be executed on the day and year first above written.

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE
STATE OF FLORIDA

Elizabeth B. Reardon
Witness
Elizabeth B. Reardon
Print/Type Name

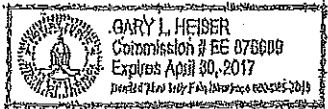
Scott E. Woolam
Witness
Scott E. Woolam
Print/Type Name

By: *Cheryl C. McCall* (SEAL)
CHERYL C. MCCALL, CHIEF
BUREAU OF PUBLIC LAND
ADMINISTRATION, DIVISION OF
STATE LANDS, STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL
PROTECTION

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 15th
day of October, 2018, by Cheryl C. McCall, Chief, Bureau of
Public Land Administration, Division of State Lands, State of Florida
Department of Environmental Protection, as agent for and on behalf of
the Board of Trustees of the Internal Improvement Trust Fund of the
State of Florida. She is personally known to me.



Gary L. Heiser
Notary Public, State of Florida

Print/Type Notary Name

Commission Number:
Commission Expires:

Approved as to Form and Legality

By: *Jamie L. Heiser*
DEP Attorney

Management & Operating Agreement
Exhibit A

FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES, by and on behalf of
Florida International University

BQ
Witness
Brenner Garcia
Print/Type Name

By: [Signature]
Mark B. Rosenberg
Print/Type Name

Witness
Vanessa Rodriguez
Print/Type Name

Title: FIU President

(OFFICIAL SEAL)

Approved as to form
and legality
[Signature]
"WITNESS"
F.I.U. Attorney 10-21-2013

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

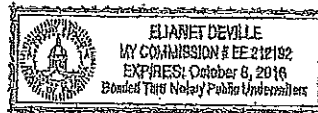
The foregoing instrument was acknowledged before me this 9
day of October 2013 by Mark B. Rosenberg, as
President, on behalf of Florida International
University Board of Trustees. He/She is personally known to me.

[Signature]
Notary Public, State of Florida

Eliannet Deville
Print/Type Notary Name

Commission Number:

Commission Expires:



Management & Operating Agreement
Exhibit A

MIAMI-DADE COUNTY, FLORIDA
By its Board of County
Commissioners

[Signature]
Witness

Carl M. Martinez
Print/Type Name

[Signature]
Witness

Gabriela E. Lopez
Print/Type Name

By: *[Signature]*

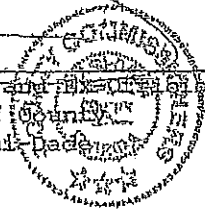
Carlos M. Gomez
Print/Type Name

Title: Mayor

(OFFICIAL SEAL)

Approved as to form
and Legal Sufficiency
[Signature]
Assistant County Attorney
10/2/13
Date

ATTEST:
County Administrator and Clerk of the Board of
Commissioners of Miami-Dade County



"LESSEE"

STATE OF FLORIDA
COUNTY OF Miami-Dade

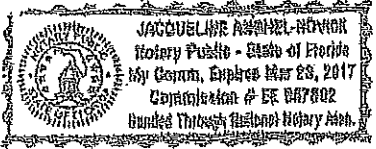
The foregoing instrument was acknowledged before me this 7th
day of October 2013, by Carlos M. Gomez and
Gene Spence Jr. as Mayor and
Deputy Clerk respectively, on behalf of the
Board of County Commissioners of Miami-Dade County, Florida. They are
personally known to me.

[Signature]
Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:



Management & Operating Agreement
Exhibit A

EXHIBIT "A"

LEGAL DESCRIPTION OF THE LEASED PREMISES

PARCEL I. Lots 1 and 2 of Engle Subdivision according to the Plat thereof recorded in Plat Book 64 at Page 48 of the Public Records of Dade County, Florida.

PARCEL II. Beginning at the intersection of the agreed Westerly line of the NW¼ of the SE¼ of Section 21, Township 54 South, Range 41 East, with the Northerly right-of-way line of Charles Avenue (Formerly Evangelist Street) according to the Plat of Frow Homestead as recorded in Plat Book B at Page 106 of the Public Records of Dade County, Florida; thence South 89 degrees 56 minutes 00 seconds East along said right-of-way line for 150.76 feet to its intersection with the Northwesterly right-of-way line of Main Highway; thence North 28 degrees 49 minutes 45 seconds East along said right-of-way line for 83.04 feet to a point on the Southwesterly right-of-way line of a former 14.22 foot alley lying Southwesterly of and adjacent to Lots 75 through 80 of the DeHedouville Subdivision according to the Plat thereof as recorded in Plat Book B at Page 150 of the Public Records of Dade County, Florida; thence North 45 degrees 01 minutes 30 seconds West along said right-of-way line of 12.519 feet to the most Southerly corner of Engle Subdivision according to the Plat thereof recorded in Plat Book 64 at Page 43 of the Public Records of Dade County, Florida; thence North 28 degrees 49 minutes 45 seconds East along the Southerly boundary of the said Engle Subdivision being also the Northerly right-of-way line of Main Highway for 2.65 feet to a point of curvature of a circular curve concave to the South and having a radius of 745 feet; thence Easterly along said curve through a central angle of 0 degrees 17 minutes 00 seconds for 3.68 feet to the center line of the afore-mentioned alley; thence North 45 degrees 01 minutes 30 seconds West along the center line of said alley for 124.23 feet to the intersection of said center line with the Northwesterly boundary line of Tract B of said Engle Subdivision; thence South 44 degrees 58 minutes 30 seconds West for 7.06 feet to a point on the Southwesterly boundary of Lot 2 of said Engle Subdivision; thence North 45 degrees 01 minutes 30 seconds West along the said Southwesterly boundary of said Lot 2 for 101.05 feet to a point on the arc of a circle having a radius of 25 feet and a central angle of 40 degrees 23 minutes 20 seconds and having a center which bears North 40 degrees 44 minutes 00 seconds West from said point; thence Southwesterly along said arc for 17.62 feet; thence South 89 degrees 39 minutes 20 seconds West for 5.20 feet; thence South along the agreed Westerly boundary of the NW¼ of the SE¼ of Section 21, Township 54 South, range 41 East for 235.78 feet to the Point of Beginning, lying and being in Dade County, Florida.

PARCEL III. The East One Hundred Forty (140) feet of the North One Hundred Seventeen (117) feet and the East Fifty-two and One-Half (52.5') of Block Twenty-Nine (29); Less the North One Hundred feet of the Frow Homestead according to the Plat thereof recorded in Plat Book B at Page 106 of the Public Records of Dade County, Florida.

Page 22 of 24
Lease No. 4721

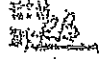
R 05/13

Management & Operating Agreement
Exhibit A

The North 117 feet of the East 140 feet AND the East 52.5 feet, LESS the North 117 feet thereof, of those certain un-numbered lots in Block 29 as the same is shown on the amended Plat of Frow Homestead according to the Plat thereof recorded in Plat Book B at Page 106 of the Public Records of Dade County, Florida.

PARCEL IV. That part of Lots 75, 76 and 77 DeHedouville's Subdivision according to the Plat thereof recorded in Plat Book B at Page 150 of the Public Records of Dade County, Florida; described as follows: Beginning at the most southerly corner of the aforesaid Lot 75; thence run Northeasterly along the southeasterly boundary line of said Lot 75, 43.36 feet; thence run Northeasterly parallel to the Southwesterly boundary lines of the aforesaid Lots 75, 76 and 77 to a point in the Northwesterly boundary line of said Lot 77; thence Southwesterly to the Southwest corner of said Lot 77; thence along Southwesterly line of said Lot 77, 76 and 75, to the Point of Beginning. Less a portion of said Lot 75, released for Public Highway purposes AND all that part of the alley adjacent to lots 75, 76 and 77 as shown on Plat of DeHedouville's Subdivision as recorded in Plat Book B at Page 150 of the Public Records of Dade County, Florida.

Being the same land as conveyed by Official Records Book 9843, Page 896, and Deed Book 1566, Page 190, as recorded in the Public Records of Dade County, Florida, and in Official Records Book 10909, at Page 2755 of the Public Records of Miami-Dade County, Florida.


Date: 10.03.13

Management & Operating Agreement
Exhibit A

EXHIBIT "B"
BUSINESS PLAN

See attached Business Plan, Coconut Grove Playhouse.

Management & Operating Agreement
Exhibit A

Exhibit B

Business Plan
Coconut Grove Playhouse Property
3500 Main Highway, Coconut Grove, FL 33133

Presented by
Florida International University
and
Miami-Dade County
in consultation with
GableStage



GABLESTAGE

Coconut Grove Playhouse Business Plan
Page 2 of 16

Table of Contents:

Introduction and Contact Information	Pages 3 - 4
Governance and Organizational Structure	Pages 5-7
Capital Plan	Pages 8 -10
Operational Forecast / Property Management and Development	Pages 11 -16

Attachments

- A - Florida International University College of Architecture + The Arts (CARTA) - Vision and Mission
- B - Building Program for 300-seat professional theater
- C - GableStage: background information
- D - Coconut Grove Playhouse Questions and Answers
- E - Miami-Dade County Operating Agreements with Non-Profit Cultural Organizations
- F - Coconut Grove Playhouse Property Location Map and Information

Coconut Grove Playhouse Business Plan
Page 3 of 16

Introduction

This Business Plan is an outline of the proposed use of the Coconut Grove Playhouse property in Miami, Florida by Florida International University (FIU) and Miami-Dade County for educational, cultural and civic engagement purposes. It was developed and approved by the boards of FIU and Miami-Dade County in close consultation with GableStage, one of Florida's most accomplished not-for-profit theater companies. The proposed partnership among FIU, Miami-Dade County and GableStage serves as a central premise for the Business Plan.

Key Benefits to the State and Florida International University

It is important to emphasize the key benefits that acquisition of the Coconut Grove Playhouse property and this Business Plan provide to the State of Florida, FIU faculty and students, and the general public of South Florida that FIU engages to advance its educational mission:

- FIU will have a partnership with Miami-Dade County and GableStage, one of the region's preeminent non-profit theater companies and the designated operator of the regional theater facility, and can establish programs to enhance the work of FIU's College of Architecture + The Arts (CARTA) and specifically, its Theater Department, for teaching and learning, research, and performance activities (e.g., student internships, workshops with practicing theater professionals, university-sponsored performances, opportunities for theater and arts faculty to develop professional credentials through acting, directing, set and costume design, production and technical aspects of lighting and sound, etc.). See Attachment A - Vision and Mission.
- FIU will have the ability to use the theater and ancillary spaces to advance its established community engagement goals in a central, prominent Coconut Grove location and further elevate the profile and reputation of the university (e.g., lectures by FIU faculty and visiting scholars, presentations by FIU's Colleges, Centers, and Institutes, the FIU Office of Engagement, etc.).
- FIU's affiliation with a major regional theater company will accrue to the university's status as an important center for creativity and innovation, similar to the benefits enjoyed by other universities affiliated with regional theater companies such as Yale University through the Yale Repertory Theater and Brown University and the Trinity Repertory Company.
- Work on the ambitious capital and operational components of the Business Plan will be accomplished with no cost to FIU or the State of Florida.
- FIU will serve as the catalyst for a major, historic cultural site in the heart of one of Miami's oldest neighborhoods to be reactivated for educational and cultural purposes.

Coconut Grove Playhouse Business Plan
Page 4 of 15

Key Benefits to Miami-Dade County

The key benefits of the proposed partnership between FIU and Miami-Dade County that help advance primary goals of the County's cultural development of our community and create more opportunities for its residents and visitors include:

- The County will achieve its goal of ~~the~~ establishing a major regional theater for South Florida, a key missing element in our cultural life and an essential part of the County's plan to establish Miami-Dade County as one of the world's newest and most vibrant cultural centers.
- The County will utilize the \$20 million of capital funds already approved by the Board of County Commissioners for the capital plan to redevelop the Coconut Grove Playhouse site ~~to accomplish an outstanding theater complex and adequate parking to serve its audiences.~~
- The County will help forge a programming partnership between FIU and GableStage, the designated operator of the regional theater facility, to create outstanding educational and cultural opportunities.
- The County will implement its work plan developed in collaboration with GableStage, a non-profit organization, to build the capacity of this outstanding theater company (its staff and its volunteer board of directors) to reach its clear potential to be one of the nation's leading regional theater companies.
- The County will work with Coconut Grove stakeholders, with the inclusion of Public-Private Partnerships, to help achieve additional objectives for this project, including but not limited to helping to revitalize a neglected part of this neighborhood, serving as a catalyst for economic redevelopment, pursuing the potential of additional, compatible development on the property to support theater operations, and ensuring that this historic property is treated with respect and sensitivity to the "village" ambiance of Coconut Grove.

This Business Plan is developed to provide the State of Florida with the confidence and assurance that FIU, Miami-Dade County and GableStage have sound business plans, adequate resources and the requisite expertise to accomplish the goals that are set forth and to achieve the important public purposes summarized above for the State, FIU and Miami-Dade County.

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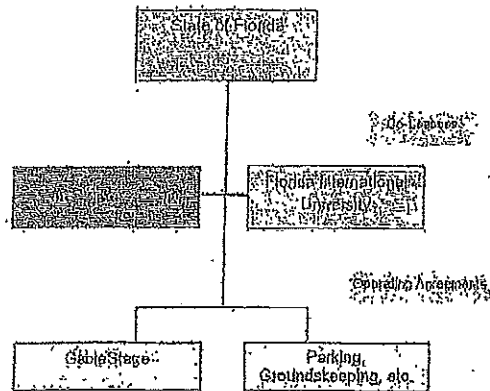
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Coconut Grove Playhouse Business Plan
Page 5 of 16

Governance and Organizational Structure

In order to accomplish the goals of this Business Plan, the following organizational and governance structure will be utilized:

- The Coconut Grove Playhouse property will be conveyed from the State of Florida to FIU and Miami-Dade County through a long-term lease.
- FIU and Miami-Dade County will serve as co-lessees.
- A separate agreement between FIU and the County will delineate the responsibilities and rights of each of the parties.
- Miami-Dade County will negotiate and execute an operating agreement* with GableStage, a non-profit theater company, to operate, program and maintain the theater (see below for key business points).



- Miami-Dade County and FIU will determine the best approach to manage the remainder of the site (parking, groundskeeping, etc.).
- Miami-Dade County and FIU may pursue the potential of additional, compatible development on the property with the objective of generating additional revenues principally dedicated to ensure the viability and success of GableStage's and FIU's cultural and educational programming at the Playhouse.
- FIU and GableStage will establish programming partnerships directly between them.

* Miami-Dade County has a number of operating agreements with non-profit cultural organizations that manage, program and help maintain cultural facilities on its behalf (e.g., HistoryMiami, Performing Arts Center Trust, Miami Science Museum, Miami Art Museum). These partnerships add the expertise and activate the fundraising capabilities of the private sector to enhance the educational and cultural opportunities offered to the public. See Attachment E.

Cocconut Grove Playhouse Business Plan
Page 6 of 16

Development and Management Agreement between FIU and Miami-Dade County - Key Business Points

- * Miami-Dade County is responsible for funding and implementing a capital project to provide a theater, front- and back-of-house support spaces and parking, including but not limited to the competitive selection of architectural, engineering and consulting firms and the competitive selection of a contractor to build the project. FIU and Miami-Dade County, in consultation with GableStage, will agree upon a ~~master plan for the site and a building program delineating theater spaces and sizes.~~
- * Miami-Dade County will negotiate and execute an operating agreement with GableStage for programming and maintaining the theater and will determine the best approach to managing the rest of the site, subject to FIU's concurrence.
- * Miami-Dade County will utilize revenues generated by activities on Cocconut Grove Playhouse property, other than those presented by GableStage, to cover the expenses of parking and site management. Any revenues remaining after these expenses will be used by Miami-Dade County solely to help support the non-profit theater activities presented for the public's benefit by GableStage.
- * Any additional future development of the site will be subject to the review and concurrence of the State, FIU and Miami-Dade County. The use of any additional revenue that may result from such development would be dedicated principally to the viability and success of GableStage and is subject to the review of the State, FIU and Miami-Dade County and the approval of the State.
- * FIU will have certain defined benefits with GableStage that take into account the goals of the Business Plan for FIU's students, faculty and the community. These benefits will be agreed upon in writing between FIU and GableStage before the County's execution of an operating agreement with GableStage, which agreement shall reference and/or incorporate the benefits. While not exhaustive in scope, anticipated benefits may include joint marketing, signage and promotion; GableStage and FIU faculty and staff affiliations; workshops and master classes; use of the facilities; and other benefits necessary to advance FIU, Miami-Dade County, and the Cocconut Grove Playhouse.
- * Miami-Dade County is responsible for the operational and maintenance costs of the site.
- * Miami-Dade County and FIU will agree upon a process for communication regarding progress and activities that may include regular meetings and reports shared with designated representatives.

Coconut Grove Playhouse Business Plan
Page 7 of 16

Operating Agreement between Miami-Dade County and GableStage - Key Business Points

- * GableStage will be responsible for operating, programming and maintaining the theater facility.
- * The importance of a lease term of 50 years, with two renewable 25-year terms, is that the volunteer board of directors of GableStage can provide their current and future donors with a firm assurance that their contributions for programs are helping to establish theater-going traditions on a site that is secured for the next 100 years. This is essential for the increased fundraising that is essential to operate and program the theater.
- * Funding from Miami-Dade County to GableStage will be available through the County's competitive grants programs (currently, GableStage receives County grants through the Department of Cultural Affairs). Miami-Dade County has provided significant grant funding support to GableStage since its inception, fifteen years ago.*
- * Parking revenues and other income that may result from compatible development on the site will be dedicated completely to GableStage to ensure the viability and success of the non-profit theater operations.
- * GableStage and FIU will agree upon certain rights and benefits that also will be referenced and/or incorporated into the operating agreement between the County and GableStage.
- * ~~GableStage will participate in and provide input for the County's selection of capital project consultants and contractors and on the resulting work to develop a site master plan and on the theater design and construction.~~
- * GableStage will work with the County on a management plan to help build its organizational capacity to ensure success in operating and programming the theater (e.g., fundraising, board development, operating budget forecasts, etc.).
- * Miami-Dade County and GableStage will develop and agree upon terms to ensure adequate and affordable parking on the Coconut Grove Playhouse site for GableStage personnel and for audiences attending activities presented by GableStage.

*In FY2012-2013, Miami-Dade County allocated more than \$250,000 in grant support for GableStage's operations and programming.

Coconut Grove Playhouse Business Plan
Page 8 of 16

Capital Plan

The Capital Plan for the Coconut Grove Playhouse property consists of establishing a theater of the appropriate size and capacity to be operated by GableStage and parking to serve the theater and, to the degree possible, surrounding educational and business interests -- all within the established capital budget.

Objective of the Capital Plan: Re-establish Great Regional Theater and Provide Professional Theater Opportunities for FIU Students and Faculty

The central purpose of FIU, Miami-Dade County and GableStage in regard to the Coconut Grove Playhouse property is to re-establish great regional theater on the site that was the hub for the community's major theatrical activity for more than 50 years. Professional regional theaters contribute a number of essential activities for a community's cultural life:

- They present the highest quality theater productions, ranging from classics to contemporary work.
- They serve as an incubator for new theatrical works, commissioning the best and most promising playwrights to develop and premiere their work.
- They forge partnerships with universities to develop the next generation of theater professionals, offering advanced training at the highest level to student and equity actors, designers (lighting, stage and costume), technicians, administrators and directors. In addition, they provide university faculty with opportunities for their own professional development through involvement with theater productions.
- They are a hub for employment in the theater community, providing the critical mass of job opportunities to keep talented theater professionals and graduating theater students in Miami and to offer internships to students.
- They are the largest provider of field trip and in-school performances, introducing students to the repertoire and wonder of live theater.
- They help to cultivate and support the work of other Miami theater companies, offering technical assistance, cross marketing support and joint programming opportunities.
- They help define a city as a major cultural center, in the same ways that a regional ballet company, a flagship art museum and a 21st century science center do.

The Building Program for a Regional Theater Facility

Regional theater companies require very specific kinds of facilities in which to conduct these activities. In 2008, the board of directors of the Coconut Grove Playhouse in collaboration with the Miami-Dade County Department of Cultural Affairs commissioned one of the nation's

Coconut Grove Playhouse Business Plan
Page 9 of 16

foremost theater consulting firms, Fisher Dachs Associates (FDA), to do a preliminary building program for a regional theater. This theater program is Attachment B to the Business Plan.

Funding for the Capital Plan

Miami-Dade has approved \$20 million that is dedicated specifically for the capital expenses for the Coconut Grove Playhouse project, including "soft-costs" and construction expenses:

Miami-Dade County, Secured Capital Funds	
Amount	Source
\$ 5 million	Convention Development Tax bond proceeds
\$15 million	Building Better Communities-General Obligation Bond program

A preliminary "order of magnitude" cost estimate was done by FDA that demonstrated that the building program could be accomplished within the \$20 million of secured and available County funding. This calculation was based on the square footage contained in the building program and an estimated cost of \$450/s.f. for construction.

~~Miami-Dade County will confirm this capital cost estimate at the outset of the master plan and design work for the project and is committed to having a professional cost estimating firm as part of the consultant team that is selected to design this project. Cost estimates will be required at key benchmarks in the project's development to ensure that the project can be accomplished within the established capital budget.~~

Timetable for the Capital Plan

Miami-Dade County and FIU are committed to working quickly and responsibly to accomplishing the capital plan. The preliminary timetable for this work is contingent on variables ranging from the time necessary for the variety of necessary governmental approvals (ranging from County contracts for architectural and construction services to municipal reviews for historic preservation, permitting and inspections) to unforeseen existing site conditions and weather factors. Typically, capital projects consist of the following phases (with broadly approximate time periods for each phase):

- Competitive solicitation for and approval of architectural and engineering services (6 to 12 months);
- Planning and design phase (18 to 24 months);
- Competitive bidding for construction (6 to 12 months); and
- Permitting, construction and commissioning - this depends on the what the design phase generates for the project and the response from the selected contractor for how long

Coconut Grove Playhouse Business Plan
Page 10 of 16

construction will take; for example, work with an existing structure on the site, new construction and the integration of these elements all can impact the construction timeline (36 to 60 months).

The Miami-Dade County Department of Cultural Affairs will manage the capital project; competitively selecting and contracting for services for design and construction. The Department has a strong track record for managing successful theater design and construction projects. There are a number of standard and required safeguards that the County uses for managing capital projects to successful completion. The County requires general contractors to have a performance bond and provisions for delay damages also are contractual conditions, serving as an incentive/penalty for contractors to maintain the construction schedule. These are tested and effective mechanisms to help ensure the completion and timeliness of Miami-Dade County construction projects.

In addition, Miami-Dade County is committed to working closely with FIU, community stakeholders, and with GableStage to ensure that the theater building is capable of successfully accommodating all of the functions of a regional theater company and the needs of FIU.

Coconut Grove Playhouse Business Plan
Page 11 of 16

Operational Forecast / Property Management and Development

FIU, Miami-Dade County and GableStage are committed to a sound and sustainable plan for developing and operating the Coconut Grove Playhouse site that does not cause any additional burden to the taxpayers of Florida. As such, the steadfast criterion for the operational forecast is that the Coconut Grove Playhouse property can be managed, programmed and maintained without additional expense to the State, FIU and Miami-Dade County.

Key Premises that Support the Operational Forecast

- GableStage will be responsible for all of the costs of the operations, programming and maintenance of the theater.
- GableStage is a financially successful and stable, not-for-profit organization and its board of directors is fully committed to meet its fundraising responsibilities for their activities in the theater.
- Miami-Dade County has allocated funding to hire a management consultant to work with GableStage to develop its organizational capacity and strength.
- GableStage currently receives County funding support through Miami-Dade County Department of Cultural Affairs' competitive grants programs and it is anticipated that this support will continue, subject to annual budgets adopted by Miami-Dade County. Miami-Dade County has provided significant grant funding support to GableStage since its inception, fifteen years ago.*
- Parking revenues and other income that may result from compatible development on the site will be dedicated completely to GableStage to ensure the viability and success of the non-profit theater operations.
- Miami-Dade County has committed operational subsidies to its other non-profit cultural partners to ensure their success in operating and programming County facilities. Although the County cannot afford to allocate tax funds to another partner, these earned revenues, to the extent that they are maximized, can help GableStage achieve the mutually desired goals of financial viability, programming excellence, educational partnerships and public service.

*In FY2012-2013, Miami-Dade County allocated more than \$250,000 in grant support for GableStage's operations and programming.

Coconut Grove Playhouse Business Plan
Page 12 of 18

FIU Programs at the Coconut Grove Playhouse

A number of educational, cultural and community programs that will benefit FIU will be presented by the university at the Coconut Grove Playhouse:

FIU, through its partnership with GableStage, will establish programs to enhance the work of FIU's College of Architecture + The Arts and specifically, its Theater Department. These programs include student internships, workshops with practicing theater professionals, and opportunities for theater and arts faculty to develop professional credentials through acting, directing, etc. In addition, FIU will have the ability to use the theater and ancillary spaces to advance its educational mission and established community engagement goals in a central, prominent Coconut Grove location and further elevate the profile and reputation of the university (e.g., theatrical and musical performances, lectures by FIU faculty and visiting scholars and presentations by FIU's Colleges, Centers and Institutes, etc.). Through the collaborative partnership with Miami-Dade County and GableStage and the reactivation of the Playhouse, expanded academic and research opportunities will be available to FIU students and faculty that would not otherwise be possible.

To the extent necessary, FIU, Miami-Dade County and GableStage are committed to working together to help identify and secure any additional funding required, such as from grants and sponsorships, for FIU to expand their programs at the Coconut Grove Playhouse.

The Financial Viability of Regional Theater and This Business Model

Miami-Dade County has a number of operating agreements with non-profit arts groups to manage property for the County; these relationships have had a track record of success for decades (see Attachment E). The County requires these non-profit organizations to go through an annual budget review process (identical to the process that a County department is subject to) and to submit annual reports (which include a financial audit), all with the objective of demonstrating that the public is being served programmatically and that the non-profit organizations are maintaining a satisfactory level of operational and fiscal responsibility. GableStage will be required to adhere to this same review and monitoring regimen.

The County's Department of Cultural Affairs has the lead responsibility for this oversight and the County's Office of the Mayor and Office of Management and Budget are directly involved as well. Miami-Dade County's relationships with these nonprofit organizations go far beyond what the term "monitor" usually means - the County is a de facto partner and helps with resolving issues in real time. As a result of these oversight practices, Miami-Dade County has a solid

Coconut Grove Playhouse Business Plan
Page 13 of 16

Track record for fiscal, operational and programmatic success with the non-profit organizations that are managing properties on its behalf.

It is important to emphasize that this Business Plan represents a very different operating model from the previous Playhouse approach where the non-profit operated as an independent entity. GableStage will manage the theater under an operating agreement with Miami-Dade County and as such, will become part of the checks and balances already have established by Miami-Dade County to ensure responsible management. In addition, FIU will establish educational and programmatic partnerships with GableStage that will further strengthen this theater company. FIU has a distinguished history of collaborating with community non-profit organizations and using its expertise in business management, marketing, community engagement, leadership training and research to help build the financial and operational capacity of its partners.

Preliminary Operational Forecast for Regional Theater

As noted in the section above, Miami-Dade County has allocated funding to hire a management consultant to work with GableStage to develop its organizational capacity and strength.

In the interest of demonstrating the financial feasibility of GableStage's management of the theater component, a preliminary operational forecast for a regional theater has been included in this Business Plan.

Regional Theater Preliminary Operational Forecast

Expense Category	Full Year Amount
Administration	\$ 754,000.00
Theater staff (including benefits & taxes)	\$ 754,000.00
Administrative Expenses	\$ 84,500.00
Travel, Meetings, Mileage	\$ 25,000.00
Membership & Dues	\$ 6,500.00
Licenses/Fees/Permits	\$ 4,000.00
Office Equipment - Purchase	\$ 23,000.00
Misc. Program Supplies	\$ 10,000.00
Equipment Repair/Maintenance/Support	\$ 6,000.00
Professional Development/Recruitment	\$ 10,000.00
Programming	\$ 930,000.00
Artistic Personnel	\$ 750,000.00
Equipment Rental	\$ 25,000.00
Repair & Maintenance	\$ 30,000.00
Production Supplies	\$ 100,000.00

Management & Operating Agreement
Exhibit A

Cocohut Grove Playhouse Business Plan
Page 14 of 16

Small Equipment	\$ 15,000.00
Deer Program Expense	\$ 10,000.00
Box Office	\$ 60,000.00
Computer Systems & Support (ticket printers, PC, safe)	\$ 30,000.00
Credit Card Fees	\$ 30,000.00
Institutional Marketing	\$ 174,000.00
Brochures, Publications, Website	\$ 60,000.00
Advertising	\$ 70,000.00
Photography & Recordings	\$ 14,000.00
Public Relations/Special Events	\$ 40,000.00
Sales Expenses	\$ 28,000.00
Concessions	\$ 25,000.00
Operating Expenses	\$ 330,000.00
Utilities	\$ 200,000.00
Insurance	\$ 80,000.00
Maintenance, security, elevator, ground keeping	\$ 50,000.00
Contingency	\$ 250,000.00
Total Expenses	\$ 2,607,500.00

Revenue Category	Full Year Amount
Admissions	\$ 650,000.00
Subscriptions	\$ 325,000.00
Contracted Services	\$ 150,000.00
Corporate Support	\$ 150,000.00
Foundation Support	\$ 300,000.00
Private/Individual Support	\$ 400,000.00
Miami-Dade County Grant	\$ 250,000.00
Other Government Grants	\$ 100,000.00
Special Events	\$ 150,000.00
Other Revenue	\$ 132,500.00
Total Revenue	\$ 2,607,500.00

It should be noted that this preliminary budget relies on a conservative estimate of revenue that would be generated by parking on the site which is included in the "Other Revenue" line item. The amount of revenue from parking and other income that may result from compatible development on the site will affect the extent of programming that GableStage will be able to present.

It is important to emphasize that this is a preliminary "order of magnitude" estimate for the operating budget for the regional theater. A full operating pro forma will be developed by

Coconut Grove Playhouse Business Plan
Page 15 of 16

GableStage with the assistance of a management consulting firm and in cooperation with the Miami-Dade Department of Cultural Affairs. This pro-forma will continue to be updated throughout the planning, design and construction of the theater, initially as a 5-year operating forecast and subsequently as a detailed operating budget for the first year of operations of the theater.

Operation of Parking, Site Maintenance and Compatible Development

Miami-Dade County and FIU through the development and management agreement, would determine the best approach to manage the parking, perform maintenance of the site and pursue options for additional, compatible development on the property.

The options for parking operations and site maintenance include:

- Operating the parking and performing the maintenance itself (e.g., Miami-Dade County currently operates a number of parking sites and maintains County property);
- Including parking operations and site maintenance in the operating agreement as a responsibility of GableStage;
- Contracting with the Miami Parking Authority given their experience with the site and their other Coconut Grove parking operations; or
- Competitively selecting a parking operator and/or a maintenance provider.

This decision would depend on the approach that generates the most revenue both for the upkeep of the site (e.g., landscaping and groundskeeping, fence repairs, lighting, etc.) and for operational and programming funding support for GableStage, subject to availability of parking and other income that may result from compatible development on the site revenues.

It is known that prior to 2006, the Miami Offstreet Parking Authority managed the site's parking and was able to pay the Coconut Grove Playhouse \$15,000 per month after expenses. When the site master plan is completed and the amount of parking is determined, an updated forecast of parking expenses and revenues will be calculated. This will take into account the need to ensure adequate and affordable parking on the Coconut Grove Playhouse site for GableStage personnel and for audiences attending activities presented by GableStage.

Miami-Dade County and FIU may pursue the potential of additional, compatible development on the property with the objective of generating additional revenues principally dedicated to ensure the viability and success of GableStage's and FIU's cultural and educational programs. This development may address the need for additional parking and complementary site amenities (e.g., retail, restaurants, etc.). The following process would be used to ensure consensus and requisite approvals regarding the scope and character of these elements:

Management & Operating Agreement
Exhibit ACoconut Grove Playhouse Business Plan
Page 16 of 16

- A masterplan for the Playhouse property would be developed that addressed both the theater and surface parking as well as the potential of future compatible development;
- A public process would be used to assess community needs and benefits;
- Proposed development is subject to required municipal reviews, including the City of Miami, Historic and Environmental Preservation Board, to ensure that the scale, features and ambience are consistent with the nature of this site and neighborhood;
- The business model associated with engaging such development would be driven by the need to generate sufficient revenue necessary for the viability and success of GableStage's and FIU's cultural and educational programs and sufficient to cover any site-related expenses for which Miami-Dade County, FIU and/or GableStage may be responsible; and
- In the case that there may be revenue in excess of that necessary to accomplish the development and address these public purposes, the State would receive an equitable share of the available proceeds.

It is important that the need for this additional, compatible development is understood. The steps outlined above would serve as the process for pursuing this option. All parties - the State, FIU and Miami-Dade County - would stay in close communication regarding the evolution of any specific project. In addition, key stakeholders, including GableStage and the City of Miami, would be integrally involved. It is understood that the more detailed development plans that may be developed through this process would be subject to the review and approval by the State pursuant to the terms of the lease.

Attachment A - Florida International University College of Architecture + The Arts (CARTA) -
Vision and Mission

Florida International University College of Architecture + The Arts (CARTA)
Vision and Mission

Vision

To inspire creative energy by engaging the South Florida community in the process of creating, producing, presenting, promoting, appreciating, and exploring the visual and performing arts

Mission

Public Engagement

Meetings, conferences, lectures, and symposia

Public Performances

Plays, concerts, and operas by FIU undergraduate and graduate students as well as visiting artists in theatre, music, and dance. Potential emphasis on children's theatre, Shakespeare, Spanish language theatre, Creole language theatre, new playwrights, etc.

Public Visual Art Exhibitions

Visual art exhibitions by FIU undergraduate and graduate students
Visual art exhibitions by Coconut Grove Arts Festival

Graduate Visual Art and Theatre Design Studios

FIU graduate art students' and FIU graduate theatre design students' work in studios

Post-Graduate Theatre Company

Post-graduate students from around world will form artists-in-residence theatre company

Post-Graduate Dance Company

Post-graduate students from around world will form artists-in-residence dance company

Master Classes

Master classes by visiting guest artists provide educational outreach to FIU students, Miami Dade County Public School students, students at private institutions, and the South Florida community

Service Courses

Non-credit courses in theatre appreciation, history of film, acting, playwriting, painting, drawing, photography, jewelry, digital art, vocal performance, music lessons, music appreciation, etc...

Management & Operating Agreement
Exhibit A

Attachment A - Florida International University College of Architecture + The Arts (CARTA) -
Vision and Mission

Classical Radio Station

House a classical radio station (Existing station can relocate or start a new station).

Live Work Space

Affordable on-site housing for visiting professors, professionals, designers, artists, performers, lecturers, students, and scholars.

Attachment B - Building Program for 300-seat professional theater

Coconut Grove Playhouse - 300-seat professional theatre

Miami, FL
v1.0

DRAFT

Fisher Dachs Associates
Theatre Planning & Design



April 10, 2005
Template 050

Management & Operating Agreement
Exhibit A

Cover - 1

Attachment B - Building Program for 300-seat professional theater

FDA Fisher Decker Associates Theatre Planning & Design
Coconut Grove Playhouse - 300-seat professional theatre
Miami, FL
Building Program

V.L.R.
4/14/2008

Summary of Net Square Footage Allocations

Program Element	Total (sq)	% Net	WCs	Stairs	Shelvers
Programmed Areas					
A Large Hall	11,350	50%	13	2	3
B Public Spaces	4,155	20%	13	1	1
C Administration & Building Services	2,073	9%	3	1	0
D Production Support	4,505	20%	0	0	0
Total Net Square Feet	22,083	100%	29	4	4
Estimated Non-Programmed Areas					
G Net Area	22,155	100%			
H Walls & Structure	2,872	13%			
I BOH Circulation	5,512	25%			
J Mechanical & Electrical	6,299	28%			
K Inaccessible Areas	1,570	7%			
Estimated Total GSF	35,318	159%			

Breakdown By Component

Component	Total (sq)	% Net	WCs	Stairs	Shelvers
A Large Hall					
100 Performance Spaces	7,053	52%			
200 Backstage and Support Spaces	4,335	33%			
Sub Total	11,388	100%	13	2	3
C Public Spaces					
700 Front-of-House and Public Spaces	4,155	100%			
Sub Total	4,155	100%	13	1	1
D Administration & Building Services					
500 Administration	2,073	82%			
500 Building Services	2,432	18%			
Sub Total	4,505	100%	3	1	0
E Production Support					
3000 Rehearsal Spaces	1,520	33%			
1100 Costume Shop	1,355	29%			
1115 Prop Shop	300	7%			
1300 Scenic Shop	1,650	36%			
Sub Total	4,825	100%	0	0	0

Attachment B - Building Program for 300-seat professional theater

FDA Fisher Decht Associates Theatre Planning & Design
 Coconut Grove Playhouse - 300-seat professional theatre

Miami, FL
 Building Program

v7.0
 4/10/2008

Large Hall

Summary of Net Square Footage Allocations

Category	Total Nsf	%
100 Performance Spaces	7,055	62%
200 Backstage and Support Spaces	4,335	38%
Total Net Square Feet	11,390	100%

Detailed Space List

Performance Spaces	300 Seats	Width	Depth	Height	Nsf	Comments
101 Auditorium					2,860	
102 Stagehouse					2,800	
103 Stage Apron		60w	35d	50h	2,800 nsf	35' max. prop.
104 Orchestra Pit		35w	3d		105	
Overhung Area	23 musicians				420	
Lit		35w	5d		176 nsf	
105 Trap Room		35w	7d		246 nsf	
		20w	15d			32h. Begins about 6' upstage due to pit depth.
106 Orch Pit Wagon Storage					0	
107 Counterweight Pit					0	
108 Dimmer Room		0w	0d		100	
109 Amplifier Rack Room					.80	
110 Lighting Control Booth					200	
111 Sound Mix Location at Rear of Main Level					0	
112 House Sound Control Wagon Storage Room at Rear of Main Level					0	
113 VIP's / Director's Booth / Audio Description Room					0	
114 Cryling Room / Photographers Booth					0	
115 Projection Booth					0	
115 Followspot Booth					150	
Sub-Total					7,055	62%

Management & Operating Agreement
 Exhibit A

Attachment B - Building Program for 300-seat professional theater

FDA Fisher Dachs Associates Theatre Planning & Design
Coconut Grove Playhouse - 300-seat professional theatre
 Miami, FL

Building Program

710
 4/10/2008

Backstage and Support Spaces
 Performer Accommodations

201 Dressing Rooms							1,830	
.05 (2) Star Dressing Room (6x5)								
.05 (1) Four-person Principal Dressing Rm (6x5)	2 o.c.	46W	18d					
.07 (2) Eight-person Principal Dressing Rm (6x5)	4 o.c.	11W	23d					
.08 (1) 10-person Chorus Dressing Rm (6x5)	10 o.c.	78W	28d					
Total accommodations	0 o.c.	78W	30d					
202 Off-stage Left and Right toilets (2 unisex @ 50)	23 o.c.							120 in hallway adjacent to stageboxes
203 Performer's Lounge							500	
204 Vending Machine/Pay Phones/Coffee Alcove(s)								in gross
205 Call Board								in gross
206 Pit Musician's Assembly Area	23 musicians						0	
207 Pit Musicians / General Use Restrooms	0 w.c's for women						0	
	0 w.c's for men						0	
208 Backstage elevator (5 x 8 cab, 2 stops)								
Performer Support / Work Areas							140	
209 Wardrobe Maintenance Room							0	
210 Wigs & Make-up Running Room							0	
211 Laundry							100	Space for 2 house washer and dryers, folding best & crew appeals, star hospitality
212 Backstage Catering Pantry							0	
213 Multi-Purpose / Rehearsal Room							0	
Staff Accommodations							0	
214 House ID-SM Office		0W	0d				0	
215 House Asst Prod Mgr Office							100	
216 Visiting Company Mgmt Office							100	
217 Visiting Stage Mgmt & Design Office							0	
218 Crew Lounge, Kettle, m&f lockers, m&f toilets, showers							0	
219 Wardrobe Crew Lounge							250	
							0	

Management & Operating Agreement
 Exhibit A

A - Large Hall - 2

Attachment B - Building Program for 600-seat professional theater

FDA Fisher Decht Associates Theatre Planning & Design
Coconut Grove Playhouse - 300-seat professional theatre

Miami, FL
Building Program

V1.0
4/10/2008

Receiving & Storage				
220 Stage Door Lobby	100			also serves offices, other theater
221 Stage Door Security Desk / Security Equipment	100			also serves offices, other theater
222 Stage loading dock for up to (2) - 53' trailers on 20' road tractors and one dumpster		20'w	15'w	20'h
223 Stage receiving & assembly (20' high)				exterior
224 Tool Room, Repair Shop	300			
225 Road Box Storage	300			
226 Paint / Pyro Lock-up	0			
227 Lighting Storage, repair, gel, templates	35			
228 AV Shop & Storage	150			
229 Piano Storage	100			
	110			two uprights, climate controlled
230 Run Crew Supplies (taps, gloves, flashlights, radios, etc.)	0			
231 General Storage (Risers, Softgoods in Hambers, Ladders, Air-Lifts, etc.)	250			
232 Dance Surface Storage	0			
233 Instrument Storage	0			
234 Stand and Chair Storage (for pit)	0			
235 Firefight Elevator (0 steps, 5 x 12 cab)	150			drum? etc.
Sub Total	0			
	4,335			38%
Total Net Square Footage	11,350			100%

Attachment B - Building Program for 300-seat professional theater

v.l.p.
4/10/2008

FDA Fisher Dachs Associates Theatre Planning & Design
Coconut Grove Playhouse - 300-seat professional theatre

Miami, FL
Building Program

Public Spaces

Summary of Net Square Footage Allocations

Category	Total Nsf	100%
700 Front-of-House and Public Spaces	4,495	100%
Total Net Square Feet	4,495	100%

Detailed Space List

Front-of-House and Public Spaces	Width	Depth	Height	Comments
701 Box Office Sales Area				
Sales Windows, 2 @ 50sf	100 nsf		200	
Coffee area, Unisex restroom	0 nsf			
(1) Managers' Office	100 nsf			with vent
Staff Work Area for 2	0 nsf			
Computer Room / Copy Room	0 nsf			
Supplies, records storage	0 nsf			
702 Box Office Foyer Area				
703 Large Hall Public Circulation @ 7.0 nsf per seat	900 nsf		200	
Lobby Areas Total @ 3.0 nsf per seat	2,700			
Public Circulation @ 4.0 nsf per seat	1,200 nsf			
704 Large Hall Public Restrooms @ 1 fcu/25 seats		12 ft/8"		
2 individual unisex restrooms	120 nsf		810	
7 restrooms	360 nsf			
3 bins: 2 unisex, 1 wc's for men	140 nsf			
705 Patron Services Desk (binoculars, hearing systems, disabled assistance, info)				
706 F.O.H. Equipment Storage (train runners, etc.)				Incl in lobby allow.
707 Program Storage			50	
708 House Manager and Usher Coordinator's Office			30	
709 Volunteer Ushers (10) locker and break room			150	
710 Public Elevators (2 - 5 x 7 cabs, 2 stops)			0	small half-lockers
			255	TBD based on design

D - Public Spaces - 1

Management & Operating Agreement
Exhibit A

Attachment B - Building Program for 300-seat professional theater

FDA Fisher-Duchs Associates Theatre Planning & Design
Coconut Grove Playhouse - 300-seat professional theatre
Miami, FL

Building Program

V1.0
4/10/2009

Donor Accommodations & Special Events					
711 Patron's Lounge / Event Room	Bar Area	0 nsf	500	discuss	
	Lounge Area for 15 seated Patrons (for dinner)	375 nsf			
	Furniture-storage	125 nsf			
	Restrooms	60 nsf			
	1 individual unisex kiosk assist restroom(s)	9 nsf			
	Support - 2/3 Party , 1/3 Storage				this party serves all events in public spaces - confirm size with local Caterer
Concessions & Sales			100		allocate proportionally
712 Service Bars (5 lin ft for each 200 patrons)	Fixed locations	10 linear ft	100		
713 Bar & Concession Storage & Prep Rm(s)			100		refine with food svc consultant
714 Concession Managers Office			100		distribute as needed
715 Bartenders (0) locker room			0		
716 Sales Kiosk Staging / Storage			100		

D - Public Spaces - 2

Attachment B - Building Program for 300-seat professional theater

FDA Fisher Dachs Associates Theatre Planning & Design
Coconut Grove Playhouse - 300-seat professional theatre
 Miami, FL
 Building Program

371.0
 4/10/2009

Exterior Requirements & Sitework		
717. Connections to Parking Garage		exterior
718. Drop-off & valet area plaza/Rodeo Cochere		exterior
719. Bus & School Bus Parking & Queuing		exterior
720. Stenopa & poster cases		exterior
721. Streetscape features		exterior
722. Truck & van Parking @ Stages, Doors, Loading Docks, Food Service Dock, Trash area		exterior
723. Video/Audio remote truck parking (3 semi's)		exterior
724. Dumpster pads/recycling bins		exterior
Sub Total		exterior
Total Net Square Footage		4,495 100%

Management & Operating Agreement
 Exhibit A

D - Public Spaces - 5

Attachment E - Building Program for 300-seat Professional Theater

FDA Fisher Design Associates Theatre Planning & Design
 Coconut Grove Playhouse - 300-seat Professional Theater
 Miami, FL
 Building Program

11.0
 -170/2593

Administration & Building Services

Summary of Net Square Footage Allocation

Category	Total Nsf	
800 Administration	1,700	82%
900 Building Services	375	18%
Total Net Square Feet	2,075	100%

Detailed Space List

Room Number	Description	Comments
801	Admin Offices (staff of & FIE)	
802	Secr / Reception	750
803	Kitchenette	200
804	Small Conference Room	0
805	Large Conference Room	225
806	AV Archive Library	0
807	PR / Advertising Storage	0
808	Work Room	80
809	Copy & Supply	0
810	File Room / Storage	50
811	Dead Storage	150
812	Computer Room	0
813	Rest Rooms	80
814	Janitors' Closet	150
Sub Total		1,700 - 82%

Building Services

901	Building Engineering Office	80
902	Maintenance and Operations Office	0
903	Janitorial supplies storage	100
904	Janitorial crew lockers	125
905	Janitors' Closets @ 15 nsf	60
	Large Hall BOH	2
	Studio Thr BOH	0
	Public Areas	1
	Admin	1
Sub Total		375 - 8%

Total Net Square Footage

2,075 - 100%

E - Admin & Svcs - 1

Attachment B - Building Program for 300-seat professional theatre

FDA Fisher Dachs Associates Theatre Planning & Design
Coconut Grove Playhouse - 300-seat professional theatre

Miami, FL
Building Program

V1.0
4/10/2008

Production Support

Summary of Net Square Footage Allocations

Category	Total Net Sq. Ft.
1000 Rehearsal Spaces	1,520 33%
1100 Costume Shop	1,135 25%
1115 Prop Shop	300 7%
1300 Scenery Shop	1,050 36%
Total Net Square Feet	4,005 100%

Detailed Space List

Rehearsal Spaces	Width	Depth	Height	Comments
1001 Rehearsal Hall A	40'	55'	20'	1,400 discuss sizes
1002 Stage Mgmt Office for A				0
1003 Rehearsal Storage for A				100
1004 Janitors' Closet				20
Sub Total				1,520 100%

Costume Shop

1101 Costume Directors Office	Width	Depth	Height	Comments
1102 Costume Workroom Managers Office				120 secure secure w/ window into workroom
1103 Costume Design Office				0 secure
1104 Show Set-up Room				0 48 LF pipe rack, box storage
1105 Costume Workroom				-800 Windows, power supply, ventilation

1106 Forms Storage

1107 Fabric Storage				0
1108 Dye Shop				0

1109 Crafts Room

1110 Spray Booth				100 Outside exhaust, power supply, water, spray booth, adjacent to workroom
------------------	--	--	--	---

1111 Filing Rooms

1112 Wig Shop				0 Outside exhaust, power supply, water, share dye spray booth
---------------	--	--	--	---

1113 Underwear & Active Storage

1114 Janitors' Closet				0 10 x 11.5 foot office, mirrors, 10' tall for hair dresser
1115 Costume Storage				15
Sub Total				300 100%

F - Production Support - 1

Management & Operating Agreement
Exhibit A

Attachment B - Building Program for 300-seat professional theater

FDA Fisher Dachs Associates Theatre Planning & Design
Coconut Grove Playhouse - 300-seat professional theatre
 Miami, FL
 Building Program

v7.0
4/10/2008

Prop Shop	Width	Depth	Height
1116 Hand Prop Storage	200'		seclude
1117 Secure Prop Storage	180'		seclude
Sub Total	300'		100%
Scenery Shop	Width	Depth	Height
1301 ID's Office		15h	seclude
1302 Welding Area		0'	
1303 Wood Construction Area		1,500'	
1304 Paint Area			20ft
Sub Total		1,650'	100%
Total Net Square Footage			
4,605' 100%			

Management & Operating Agreement
Exhibit A
Attachment C - Gable Stage; background information

Management & Operating Agreement
 Exhibit A
 Attachment C - GableStage: background information



HISTORY AND MISSION

Our mission is to provide South Florida with classical, contemporary, and original theatrical productions of artistic excellence. We fully embrace the challenges of working in this multi-cultural community, and continually seek to create innovative productions that entertain as well as provoke.

For fifteen seasons, GableStage has been at the cutting edge of theatre in South Florida, striving to present the most vital works of contemporary playwrights worldwide.

In addition to our main-stage productions, we present a robust series of Educational Programs to thousands of Miami-Dade County Public Schools every year, with both in-house and school tour productions. We also mount several free productions at off-site venues every year to provide theatre to underserved communities throughout Miami-Dade County.

Founded in 1979 as Florida Shakespeare Theatre, GableStage originally performed the plays of Shakespeare in repertory, using the outdoor Casino Gardens at Vizcaya. From 1987 to 1992, Florida Shakespeare Theatre was housed in the Minorca Playhouse in Coral Gables, until it was destroyed by Hurricane Andrew. But the theatre continued to produce at the Carousel Theatre in Coral Gables in 1993 and 1994. In 1999, the theatre moved to its current home, the historic Biltmore Hotel, and became GableStage.

EDUCATIONAL PROGRAMMING

GableStage provides opportunities that address the critical needs of an arts integrated curriculum in the classroom. In a quantitative study, the College Entrance Examination Board found that from 2001 to 2005, students who were involved or exposed to theatrical and artistic experiences scored an average of 50% higher on the verbal and mathematics sections of the SAT (AATE, 2012). There is a great need for educational opportunities that foster an environment conducive to learning through the performing arts, and GableStage works strategically to implement such programs.

Our special morning performances are provided free of charge exclusively to underserved Miami-Dade County Public High School Students. We coordinate with the Miami-Dade County Public Schools Division of Life Skills to arrange student attendance at these performances.

The approximate demographic breakdown of the students we serve is as follows: 40% Hispanic, 30% African-American, 25% White, and 5% Asian/Indian/Other. We serve male and female students with or without disabilities, between the ages of 13 and 20.

Management & Operating Agreement
 Exhibit A
 Attachment C - GableStage: background information

Marketing Strategies

GableStage pursues a multi-pronged marketing strategy, combining blanket advertising and coverage in local media--television, print and radio--with a well-developed and constantly growing contact list consisting of thousands of email and physical addresses. We were also among the first theatres in South Florida to begin to use social media, and continue to seek the most innovative ways to interact with our audiences.

Newspaper advertisements are routinely placed in the major South Florida newspapers: THE MIAMI HERALD, THE SUN SENTINEL, THE PALM BEACH POST and THE MIAMI NEW TIMES. We have also utilized online advertisements in the internet editions of all of these outlets. As appropriate to the season/current production, advertisements are also placed in the SUNPOST, ENVY MAGAZINE, CORAL GABLES GAZETTE, and EL NUEVO HERALD. Regular advertisements are also placed in South Florida magazines, such as AROUNDTOWN and the JEWISH JOURNAL. With regard to radio and television, the quality of the material presented at GableStage has been successful in attracting media coverage from Metro-Dade Television and WLRN Public Television. Most recently, we have participated in interviews on Channel 33 in South Florida and on HOT 105.1, one of South Florida's most popular minority radio stations. Public service announcements are provided by radio stations including a major sponsor, WLRN and by CLASSICAL SOUTH FLORIDA.

GableStage subscriber mailing lists are consistently increasing. These lists are used for email and hard copy bulk mailings. We send out direct mailings in South Florida of 17,000 postcards and 1,200 invitations per production. At the beginning of each season over 22,000 Season brochures are mailed to our local, regional and national subscribers. Our email contact list is over 10,000 strong, and we regularly add new contacts through our website, which also offers visitors the opportunity to become Season ticket holders.

AWARDS AND ACCOLADES

GableStage has mounted a six-play season every year since our move to our current location in 1999, and consistently received excellent reviews, as well as winning the Carbonell Award for Best Play and Best Director seven times, and Best Musical Carbonell Award twice. Overall, we have received 187 Carbonell nominations and won 50. Our touring productions of classic plays have served over 1 million Miami-Dade County Public School students since our founding as Florida Shakespeare Theatre in 1979.

GABLESTAGE AT THE BILTMORE

In our first fourteen seasons GABLESTAGE won
51 CARBONELL AWARDS including
7 BEST PLAY & 7 BEST DIRECTOR Awards
2 BEST MUSICAL Awards
2 BEST DIRECTOR of a MUSICAL Awards
 and received
175 Carbonell Nominations

2014/15
BLASTED
 by DAVID MANET

2014/15
SPEED THE PLOW
 by DAVID MANET

2014/15
THE ADDING MACHINE
 Music by JOSHUA SCHMIDT
 Lyrics by JASON LOEWITH
 by JOSHUA SCHMIDT

2014/15
THE LIEUTENANT OF INISHMORE
 by MARTIN McDonAGH

2014/15
THE PILLOWMAN
 by MARTIN McDonAGH

2014/15
FROZEN
 by BRYON LEAVY

2014/15
THE GOAT
 by EDWARD ALBEE

2014/15
A LESSON BEFORE DYING
 by ROMANUS LINNEY

2014/15
James Joyce's THE DEAD
 Book by RICHARD NELSON
 Music by SHAWN DAVEY
 Lyrics conceived and adapted
 by Richard Nelson & Shaun Davey

Management & Operating Agreement
Exhibit A

Attachment D - Coconut Grove Playhouse Questions and Answers

FIU / Coconut Grove Playhouse Questions and Answers

Question 1: Will the proposed operating agreements with GableStage and other operators for parking, groundskeeping, etc., require any real interest in property? If so, Chapter 18-2, F.A.C., requires competitive bidding and payment of market rent.

- * The Business Plan proposes that these agreements be in the form of operating agreements and this takes into account the fact that the partners already are identified and that these relationships involve highly specialized functions. Miami-Dade County has informed us that they have operating agreements with a number of non-profit cultural organizations to manage and program property that the County owns and/or has developed and that while these agreements must be approved by their County Commission, they do not go through a competitive process given the specialized nature of the arrangements. Naturally, we will review all of this without respective attorneys to be sure that we are following the correct process and/or pursuing allowable exceptions. It is essential for the success of the Business Plan that the relationships described in the Governance and Organizational Structure section can be achieved.

Question 2: Page 12 references an estimated \$132,500 in 'other revenue' of which parking fees are included. This is about 5% of the overall revenue; however, the Plan further states that the amount of parking revenue available will affect the extent of programming that GableStage will be able to present. Will the extent of programming depend on parking fees?

- * The explanation in the Business Plan for this statement is on page 10 and is the bullet point that states:

"Any parking revenue available after the County's site expenses are covered is committed to helping support GableStage. Miami-Dade County has committed operational subsidies to its other non-profit cultural partners to ensure their success in operating and programming County facilities. Although the County cannot afford to allocate tax funds to another partner, these parking revenues, to the extent that they are available, can help GableStage achieve the mutually desired goals of financial viability, programming excellence, educational partnerships and public service."

This amount of money would constitute a single, major contribution to any non-profit cultural organization and as such help significantly with meeting their revenue goals. The County also points out that as projected, the amount of these parking revenues is lower than most of the subsidies it provides to its non-profit cultural partners; the parking revenues are projected conservatively and would help even more if the amount of the actual revenues is greater.

Question 3: Is a copy of the agreement with GableStage available for review?

- * There is no contract yet. The agreements between GableStage and the County and FIU will be drafted once there is a reasonable assurance that the Business Plan will move ahead and there will be a building that the County will have GableStage manage and program. GableStage has reviewed the draft Business Plan and is in agreement with

Management & Operating Agreement
 Exhibit A
 Attachment D - Coconut Grove Playhouse Questions and Answers

the business points that it contains and that will serve as a basis for the agreements (please see pages 6-7 of the Business Plan), FIU will be involved in reviewing the agreement between the County and GableStage in order to ensure that those elements affecting programmatic partnerships between FIU and GableStage are accurately incorporated. Please note that ultimately, the County Commission must approve their operating agreement.

Question 4. GableStage currently has a 6-play season at their current location. How many productions per year are anticipated?

- GableStage will continue to produce a 6-play annual season. Activities presented by FIU and joint FIU-GableStage presented events will be coordinated with the schedule for GableStage's season. It is important to note that this season (with its rehearsals, previews and outreach elements) will be complemented by other important activities presented by GableStage, including play readings, educational performances for students, productions by other small theater companies designed to mentor their work, etc. GableStage produces this array of activities year-round and will continue to do so at the Playhouse.

Question 5. Will any FIU production have to involve GableStage or can they be separate productions?

- The relationship between FIU and GableStage will include both separately-produced FIU activities and collaborations between FIU and GableStage. It is anticipated that given the exciting benefits of the synergy between FIU and GableStage, there will be more of the latter.

Question 6. Will FIU students play an educational role in any production at the Playhouse?

- FIU envisions a strong educational role for students and faculty, including but not limited to performance, directing, set design, lighting, costuming, stage management, arts management, and/or marketing/public relations. It is anticipated that students could understudy and/or intern with GableStage gaining the experience of working in a professional regional theater company.

The Business Plan explicitly emphasizes this meaningful role on page 3 - "FIU will have a partnership with Miami-Dade County and GableStage, one of the region's preeminent non-profit theater companies and the designated operator of the regional theater facility, and can establish programs to enhance the work of FIU's College of Architecture + The Arts (CARTA) and specifically, its Theater Department, for teaching and learning, research, and performance activities (e.g., student internships; workshops with practicing theater professionals; university-sponsored performances; opportunities for theater and arts faculty to develop professional credentials through acting, directing, set and costume design, production and technical aspects of lighting and sound, etc. - and

Management & Operating Agreement
Exhibit A

Attachment D - Coconut Grove Playhouse Questions and Answers

on page 6. "FIU will have certain defined benefits with GableStage that take into account the goals of the Business Plan for FIU's students, faculty and the community. These benefits will be agreed upon in writing between FIU and GableStage before the County's execution of an operating agreement with GableStage, which agreement shall reference and/or incorporate the benefits. While not exhaustive in scope, anticipated benefits may include joint marketing, signage and promotion; GableStage and FIU faculty and staff affiliations; workshops and master classes; use of the facilities; and other benefits necessary to advance FIU, Miami-Dade County, and the Coconut Grove Playhouse."

Question 7. Will there be any classroom work on-site?

- FIU will develop credit and non-credit programs for the site focusing on theatre, dance, musical theatre and music. As mentioned in the Business Plan, there are models nationally that successfully link coursework of universities with the activities of a professional regional theater.

Question 8. Non-credit courses are visualized, but will credit courses also be offered?

- FIU can offer a wide range of credit courses from non-major introductory courses in theatre appreciation, modern dance, introduction to acting, etc. to coursework within the majors, including undergraduate theatre, undergraduate and graduate music and masterclasses with the theater professionals working at GableStage.

Question 9. "Live Work Space" is visualized, but no such area is shown on the Fisher Dachs Associates building program (Attachment B to the Business Plan).

- The Fisher Dachs Associates building program is a preliminary one done to demonstrate the basic elements of a professional regional theater. The actual design work for the project would begin anew with a programming phase that would include the essential elements for a regional theater (front-of-house, audience chamber, stage, back-of-house) and other ancillary components such as parking, etc. It is anticipated that the possibility of artists' live-work space would be explored and there have been preliminary suggestions that space for this function as well as for offices and classrooms might be redeveloped in the existing Playhouse structure that fronts Charles and Main streets (these spaces had been used for these purposes in the past). These design opportunities will be explored thoroughly once an architectural team is chosen competitively and they will be prioritized and measured against the available budget. This is envisioned as a collaborative process among FIU, Miami-Dade County and GableStage.

Question 10. While the plan anticipates many activities that could occur at the Playhouse, definite activities at present are the plays by GableStage and symposiums by a keynote speaker for the student body. Can you provide more specifics regarding educational

Management & Operating Agreement
 Exhibit A
 Attachment Q - Coppick Grove Playhouse Questions and Answers

opportunities planned for the Playhouse because education is a key component of the lease?

- The answers to some of the questions above should provide you with a better feel for just how intensive and educationally integrated the activities at the Playhouse will be. In addition to the ongoing coursework, internships and other uses by FIU students and faculty described in these earlier answers, FIU's Department of Theatre (independently) will produce one major production (2-week run) each year and the School of Music will present one performance at the Playhouse per semester. The concept is that student classes and internships will be the ongoing educational function on the Playhouse campus and these performances will be the higher visibility events spotlighting FIU's programs for the public.

Question 11. Is the role of the Playhouse to be a source of revenue for the university, or will the Playhouse focus as an educational facility where students participate in activities to earn college credits, with theatrical productions by GableStage as a secondary activity?

- It is important to emphasize that a professional regional theater company (i.e., GableStage) intensively utilizes a theater for productions, rehearsals, educational programming, etc., thereby providing FIU with unique educational opportunities. The partnership between FIU and GableStage is the integrated model described in the earlier answers where students and faculty take advantage of these unique opportunities for learning and professional experience that are offered by affiliation with a regional theater. While the emphasis is on these extraordinary educational benefits, FIU also will pursue the real-world revenue generating opportunities that are inherent in a high-profile partnership like this one (and this, in and of itself, can be of educational benefit, teaching students the business aspects of theater and music).

Additional key points provided by FIU

- FIU's proposal is designed to create a \$20 million state-of-the-art theater facility on property to be owned by FIU, through a State lease and at no cost to FIU. FIU and its partners, Miami-Dade County and GableStage, have well-documented and long histories in the following areas:

- FIU has a strong commitment to the arts (through its academic programs and through its activities occurring at the Frost Art Museum, the Wertheim Center for the Performing Arts and at off-campus venues throughout the County.
- The County has extensive experience in the design, construction and management of large-scale performing arts facilities and in working with non-profit arts organizations to assure programmatic and financial success.
- GableStage has a twenty year history as the preeminent theater in Miami-Dade County, has successfully maintained relationships with local schools and colleges and already provides educational programming for more than 10,000 students annually, and each year, presents a program of the highest quality theater performances for the community.

Management & Operating Agreement
Exhibit A
Attachment D - Coconut Grove Playhouse Questions and Answers

GableStage's theater season is original and unique each year. GableStage already utilizes local students and professionals in its productions together with playwrights, directors and actors with international recognition. With the proposed relationship, FIU, Miami-Dade County and GableStage will work together to create the maximum benefits for the university and for the community at large.

All three partners are convinced that the creative and collaborative process we have embarked upon is such that the opportunities for educational activities and collaborations are unlimited. To the extent that more structured specifics are not in place is to be expected at this very early stage in the process. However, FIU is equally convinced that as it develops more definition, the collaborative opportunities will grow and evolve in number and in depth. At its core, the Business Plan represents far more than a commitment to a certain number of student opportunities or a certain number of days of a particular activity annually. FIU, GableStage and the County are making a commitment to a collaborative process designed to create opportunities for the FIU theater, music and arts programs in every aspect of the use and operation of a magnificent theater that is being constructed with County funds and operated by GableStage and its commitment to meeting operational costs.

Attachment E -- Miami-Dade County Operating Agreements with Non-Profit Cultural Organizations

Miami-Dade County has a number of operating agreements with non-profit arts groups to manage property for County; these relationships have had a track record of success for decades. The County requires these non-profit organizations to go through an annual budget review process (identical to the process that a County department is subject to) and to submit annual reports (which include a financial audit), all with the objective of demonstrating that the public is being served programmatically and that the non-profit organizations are maintaining a satisfactory level of operational and fiscal responsibility. GableStage will be required to adhere to this same review and monitoring regimen.

The County's Department of Cultural Affairs has the lead responsibility for this oversight and the County's Office of the Mayor and Office of Management and Budget are directly involved as well. Miami-Dade County's relationships with these non-profit organizations go far beyond what the term "monitor" usually means -- the County is a de facto partner and helps with resolving issues in real time. As a result of these oversight practices, Miami-Dade County has a solid track record for fiscal, operational and programmatic success with the non-profit organizations that are managing properties on its behalf. It should be noted that new buildings currently are under construction for the Miami Art Museum and Miami Science Museum in downtown Miami's Museum Park. The operating agreements with the museums for their new sites provide for a fifty year term, with two renewable twenty-five year periods.

Below is a list of examples of these current Miami-Dade County partnerships with major cultural institutions.

HistoryMiami

Duration of Operating Agreement (to date): 41 years

FY 2012-2013 Operating Budget: \$3.05 million

FY 2012-2013 County Grant Support: \$1.46 million

Description of Non-profit Organization: HistoryMiami, formerly known as the Historical Association of Southern Florida, is the premier cultural institution committed to gathering, organizing, preserving and celebrating Miami's history as the unique crossroads of the Americas. The museum accomplishes this through exhibitions, city tours, education, research, collections and publications. HistoryMiami is located in the downtown Miami Cultural Center and is preparing for a major expansion into the adjoining building that formerly housed the Miami Art Museum.

Management & Operating Agreement
Exhibit AAttachment E - Miami-Dade County Operating Agreements with Non-Profit Cultural
Organizations

Miami Art Museum

*Duration of Operating Agreement (to date): 26 years**FY 2012-2013 Operating Budget: \$11.72 million**FY 2012-2013 County Grant Support: \$1.53 million*

Description of Non-profit Organization: The Miami Art Museum is dedicated to collecting and exhibiting international art of the 20th and 21st centuries with a special emphasis on art of the Americas. The museum's collection has grown steadily and now comprises more than 1,000 works across a range of media. A new Herzog & de Meuron-designed building for the museum is under construction in downtown Miami's Museum Park. The Pérez Art Museum Miami (PAMM) will open to the public in December 2013. The new Pérez Art Museum Miami will strengthen the museum's role as a vital cultural and educational center and provide generous spaces to showcase the museum's art holdings and attract more top caliber exhibitions.

Miami Science Museum

*Duration of Operating Agreement (to date): 53 years**FY 2012-2013 Operating Budget: \$6.66 million**FY 2012-2013 County Grant Support: \$1.00 million*

Description of Non-profit Organization: The Miami Science Museum inspires people of all ages and cultures to enjoy science and technology. During the last decade, the museum has grown to 4,000 member families, over 250,000 annual visitors, one of the largest summer science camps in the nation (ages 3 to 14) and countless additional exhibits, collections and activities. A state-of-the-art new Patricia and Phillip Frost Museum of Science is now under construction in downtown Miami's Museum Park and scheduled to open in early 2016. Structured around a lushly landscaped indoor and outdoor "living core" of terrestrial and aquatic exhibits, featuring one-of-a-kind aquarium components, a state-of-the-art digital dome, hands-on exhibits and interactive digital technology, MiaSci will offer one of the world's most exciting museum experiences. Every aspect of the three-story, 250,000-square-foot MiaSci building is designed to inspire the mind, engage the senses and stimulate the imagination. It will also be a unique educational resource for people of all ages, cultures, and economic backgrounds.

Management & Operating Agreement
Exhibit A

Attachment E - Miami-Dade County Operating Agreements with Non-Profit Cultural Organizations

Performing Arts Center Trust (Adrienne Arsht Center for the Performing Arts)

Duration of Operating Agreement (to date): 17 years:

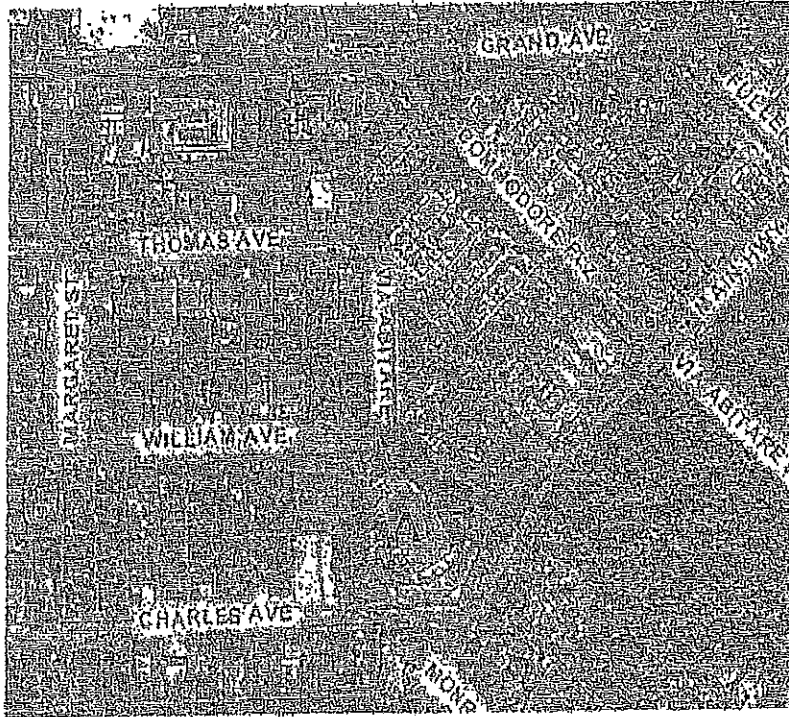
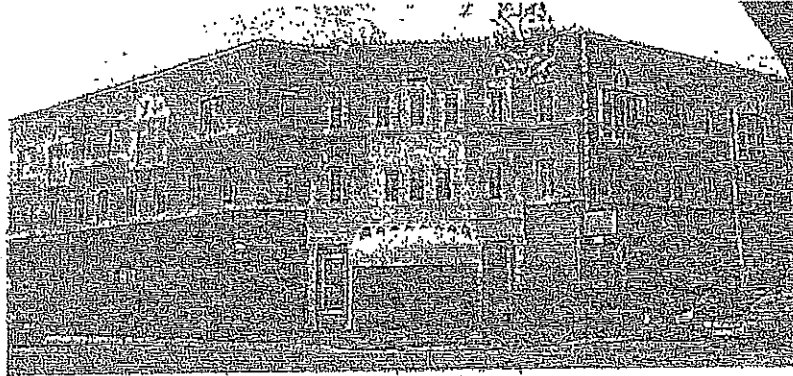
FY 2012-2013 Operating Budget: \$34.66 million

FY 2012-2013 County Grant Support: \$8.96 million

Description of Non-profit Organization: Situated at the cultural crossroads of the Americas and in the heart of one of the world's fastest-growing urban centers, the Adrienne Arsht Center for the Performing Arts of Miami-Dade County is one of the largest performing arts centers in the nation. Strategically located in downtown Miami, the Arsht Center occupies 570,000 square feet along historic Biscayne Boulevard between N.E. 13th and 14th Streets. The Arsht Center was designed by world-renowned architect Cesar Pelli of Pelli, Clarke Pelli and includes the 2,400-seat Ziff Ballet Opera House, the 2,200-seat John S. and James L. Knight Concert Hall and the Carnival Studio Theater, a flexible black-box space designed for up to 300 seats. As a focal point of Greater Miami-Dade's diverse cultural life, the Arsht Center enlightens, educates and entertains audiences with a year-round schedule of performing arts events.

Management & Operating Agreement
Exhibit A

Exhibit F- Coconut Grove Playhouse Property Location Map and Information



	Folio	Building Square Footage	Lot Size
Property A	01-4121-045-0140	50,470 sq. ft.	100,188 sq. ft. (2.3 acres)
Property B	01-4121-066-0090	6,023 sq. ft.	6,840 sq. ft.
Total		56,493 sq. ft.	107,028 sq. ft. (2.45 acres)

The entire site has been designated historic by the City of Miami Historic and Environmental Preservation Board.

**AGREEMENT BETWEEN FLORIDA INTERNATIONAL UNIVERSITY (FIU) AND
GABLESTAGE, INC.**

This Agreement ("FIU-GS Agreement") is entered into this ___ day of February, 2013 ("Effective Date") by and between Florida International University ("FIU") and GableStage, Inc. ("GableStage" or "GS").

WITNESSETH:

Whereas, the FIU and GS and Miami-Dade County submitted a proposal to the State of Florida for the development and use of the property owned by the State of Florida and known as the Coconut Grove Playhouse property ("Property") requesting a lease ("Lease") or other property interest in the Property for use in accordance with the jointly prepared Coconut Grove Playhouse Business Plan ("Plan"); and

Whereas, on August 20, 2013, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (Florida Cabinet) approved the Lease and Plan; and

Whereas the Plan provides for a written Operating Agreement between County and GS ("Operating Agreement"); and

Whereas the Plan and the proposed Operating Agreement provide for a written agreement between GS and FIU creating certain rights and benefits.

The parties hereto, GS and FIU (referred to as "Parties" for purposes of this FIU-GS Agreement), in consideration of the mutual promises and benefits contained herein and each with full authority to execute this agreement through its lawfully selected officers or agents or designees, agree as follows:

1. Term. This FIU-GS Agreement shall be for term required pursuant to the Plan and Operating Agreement as may be modified from time to time by matters within and outside the control of the Parties.
2. This FIU-GS Agreement shall provide for certain activities starting on the Effective Date of the Operating Agreement (" EDOA") and other activities commencing on the Commencement Date of the Operating Agreement ("CDOA") as such dates are defined therein.
3. The Parties recognize that the completion of the structure where they shall operate is a multi-year process, that this FIU-GS Agreement is dependent upon the existence of the actual structure, that County is responsible for the construction of the structure and

that the timing of completion of the structure is beyond the control of the Parties, that this development and construction process is sufficiently long for the parties to utilize the time between the EDOA and CDOA to develop specific programs and mutually beneficial programs and that planning such specific activities even prior to the EDOA is contrary to best practices as this would not allow the flexibility required for the most effective partnerships.

4. Mutual Obligations.

a. Within 30 days after the EDOA, the Parties shall designate in writing a responsible party as the contact person for the administration of this GS-FIU Agreement. Each such person shall be designated as the "Administrator" for his/her appointing party and each party hereto reserves the right to substitute another Administrator upon written notice.

b. Within ninety (90) days of their appointments as Administrator, the two administrators shall meet and agree upon a schedule for the development of programming and other partnerships between the Parties.

c. The partnerships between the Parties shall take into consideration the goal of the Plan for FIU students, faculty and the community. The anticipated benefits may include signage and promotion; GS and FIU faculty and staff affiliations, workshops and master classes, use of the facilities, and other benefits necessary to advance FIU, County and GS.

d. The Administrators shall, in their proposed partnerships, also take into consideration opportunities for the FIU Theater Department for teaching, learning, research, and performance activities (e.g. student internships, workshops with practicing theater professionals, university sponsored performances, opportunities for theater and arts faculty to develop professional credentials through acting, directing, set and costume design, production and technical aspects of lighting and sound, etc.).

e. The Administrators shall also in their proposed partnerships take into consideration opportunities to benefit the community at large while meeting their organizations' respective missions.

f. The Administrators shall, within twelve (12) months of their initial meeting as required above, present a joint outline of proposed partnerships to their respective Boards of Directors or other governing bodies for review and input.

g. Thereafter, and giving due weight to the input from their governing boards, the Administrators shall in the following six(6) months, draft an agreement or agreements for presentation to their respective governing bodies for partnerships.

h. All agreements for partnerships approved by the respective parties in writing shall be binding according to their terms, the commencement date for each of these agreements shall be the CDOA. and the term shall be as set forth above in paragraph 1.


5. Funding/No-Cost. The Parties shall at no time be required to expend their funds to fulfill their obligations arising out of or pursuant to this FIU-GS Agreement except to the extent specifically agreed in writing.

6. Exclusivity and Non-Competition. The parties recognize and agree that each party hereto is free to enter into partnerships and ventures and other relationships with other persons and entities and nothing contained herein prevents or limits FIU or GS from entering into such agreements except that FIU shall enter into no such agreements with any for-profit or not-for-profit theater organization with a theater operated or planned to be operated within a one kilometer (.62 mile) radius of the Property at any time in the first ten (10) years from the Effective Date. Furthermore, GS reserves and is granted the exclusive right of use of the Property and the intended theater facilities and all scheduling of activities upon the Property shall be in the sole discretion of GS.

7. Dispute Resolution. Given the nature of this agreement, the parties recognize that impasses and even disputes may arise. The parties agree to engage in mediation of any disputes at the written request of either party as a condition precedent to the filing of any lawsuit. In the event the parties are unable to reach agreement informally or through a mediation then either party shall be permitted to pursue legal action provided that under no circumstances shall either party be permitted to recover money damages or incidental damages from the other party or to obtain any relief that would prevent, limit or restrict GS from its use of the Property or from the exercise of its rights as set forth in the preceding paragraph.

Agreed on the date set forth above.

GableStage, Inc.

By:  _____

As authorized officer or agent

Florida International University

By: _____

As authorized officer or agent