OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: October 2, 2012

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

Agenda Item No. 8(H)(3)

From: Carlos A. Gimenez
Mayor

Subject: Recommendation for Award: Development and Operation of Mini-Soccer Complexes

Resolution No. R-780-12

Recommendation

It is recommended that the Board of County Commissioners (Board) approve award of lease agreements for *RFP797 Development and Operation of Mini-Soccer Complexes* to US Soccer 5, LLC, a local vendor, for the development and operation of mini-soccer complexes at Amelia Earhart Park (Contract No. 797A) and Tropical Park (Contract No. 797B) for the Parks, Recreation and Open Spaces Department (PROS).

The Lessee will construct fields, install fencing, and appropriate lighting (and any irrigation systems, as may be applicable), and utilize and/or provide concessions and bathroom facilities, to operate mini-soccer complexes at these parks, at no cost to the County. The County will receive a minimum annual guaranteed rent and a percentage of gross receipts at both parks, as described further below.

Scope

The impact of this item is countywide in nature. Amelia Earhart Park is located in Commission District 13. Tropical Park is located in Commission District 10.

Fiscal Impact and Funding Source

For Amelia Earhart Park, the negotiated projected revenue to the County over the initial ten-year term is anticipated to be $426,000. This amount is composed of $122,000 in minimum guaranteed rent, and, $304,000 in revenue as a projected percentage of gross receipts, based on a percentage of 7 percent in Years 1 – 6, and 8 percent in Years 7 – 10, and option terms, if exercised.

For Tropical Park, the negotiated projected revenue to the County over the initial ten-year term is anticipated to be $770,000. This amount is composed of $293,000 in minimum guaranteed rent, and, $477,000 in revenue as a projected percentage of gross receipts, based on a percentage of 7 percent in Years 1 – 5, and 8 percent in Years 6 – 10, and option terms, if exercised.

The Lessee anticipates that revenues at Tropical Park will be greater than at Amelia Earhart Park. As such, the Lease includes a provision that would increase the monthly guaranteed rent at Amelia Earhart in parity with the monthly guaranteed rent at Tropical Park should the overall revenues at Amelia Earhart reach the revenue levels projected at Tropical Park.

Track Record/Monitor

These lease agreements will be monitored by Jon Seaman, Contracts Manager of the Parks, Recreation and Open Spaces Department. Andrew Zawoyski, CPPO, of the Internal Services Department is the Procurement Contracting Officer.

Delegated Authority

If this item is approved, the County Mayor or County Mayor's designee will have the authority to exercise, at their discretion, contract modifications, subsequent options-to-renew and other extensions in accordance with the terms and conditions of the lease agreements.

Due Diligence

Due diligence was conducted in accordance with the Internal Services Department's Procurement Guidelines to determine contractor responsibility, including verifying corporate status and that there are no performance or compliance issues. The lists that were referenced include: convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to Contractor responsibility. This information is being provided pursuant to Resolution R-187-12

Vendor Recommended for Award

A Request for Proposals was issued under full and open competition on November 4, 2011. Award of these lease agreements were made to the highest ranked proposer offering the best value to the County.

Proposer	Address	Principal
US Soccer 5, LLC	8011 SW 127th Avenue Miami, FL	Scott Georgeson

The above firm is not a certified SBE.

Vendor(s) Not Recommended for Award

Proposer	Reason for Not Recommending
Soccer Cage, LLC	This firm's offer was ranked lower than the recommended proposer.
Revo Soccer Development Partners, LLC	This firm's offer was deemed non-responsive by the County Attorney's Office (CAO) because the company submitting proposals did not currently exist.*

The above firms are not certified SBEs. *CAO opinion is attached.

Applicable Ordinances and Contract Measures

- At the time this solicitation was issued, Small Business Enterprise measures did not apply to revenue-generating contracts.
- Local Preference was applied in accordance with the Ordinance.
- The Living Wage Ordinance does not apply.
- The two percent User Access Program provision does not apply to revenue-generating contracts.

Background

The County issued a Request for Proposal (RFP) to solicit proposals from experienced and capable parties to develop, operate, and maintain Mini-Soccer Complexes within select County-owned park sites. The parks included in the RFP were Amelia Earhart, Tropical, West Kendall District and Homestead Air Reserve. The County only received responsive proposals for Amelia Earhart and Tropical Parks. As further described in the attached Report of the Evaluation/Selection Committee (Committee), three firms responded to the RFP. The County Attorney's Office deemed one of the proposers non-responsive because the company that submitted the proposals did not currently exist. After the completion of oral presentations by two proposers, the Committee recommended that staff enter into negotiations with US Soccer 5, LLC, the highest ranked proposer for both Amelia Earhart and Tropical Parks. This lease represents a significant revenue-generating opportunity for the County as well as another amenity for use by our residents.

Lisa M. Martinez, Senior Advisor
Office of the Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners

DATE: October 2, 2012

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

SUBJECT: Agenda Item No. 8(H)(3)

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 Manager'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(H)(3)
10-2-12

RESOLUTION NO. R-780-12

RESOLUTION AUTHORIZING EXECUTION OF LEASE AGREEMENTS WITH US SOCCER 5, LLC TO DEVELOP AND OPERATE MINI-SOCCER COMPLEXES AT MIAMI-DADE AMELIA EARHART AND TROPICAL PARKS, WHICH AGREEMENTS WILL GENERATE ESTIMATED REVENUES OF $1,196,000 TO THE COUNTY OVER INITIAL TEN-YEAR TERMS, AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AGREEMENTS FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ANY CANCELLATION AND RENEWAL PROVISIONS, AND ALL OTHER RIGHTS CONTAINED IN LEASE AGREEMENT NOS. 797A AND 797B

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the execution of lease agreements in the amount of $1,196,000.00 with US Soccer 5, LLC for the development and operation of mini-soccer complexes at Amelia Earhart and Tropical Parks, in substantially the forms attached hereto and made a part hereof, which agreements will generate estimated revenues of $1,196,000 for the County over the initial ten-year terms, and authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County and to exercise any cancellation and renewal provisions and all other rights contained therein.

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

Joe A. Martinez, Chairman	**aye**		
Audrey M. Edmonson, Vice Chairwoman	**aye**		
Bruno A. Barreiro	**aye**	Lynda Bell	**aye**
Esteban L. Bovo, Jr.	**absent**	Jose "Pepe" Diaz	**absent**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Jean Monestime	**aye**	Dennis C. Moss	**absent**
Rebeca Sosa	**aye**	Sen. Javier D. Souto	**absent**
Xavier L. Suarez	**absent**		

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of October, 2012. This resolution shall become effective upon the earlier of (1) ten (10) days after the date of its adoption unless vetoed by the 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: ***Christopher Agrippa***
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Monica Rizo

Memorandum

MIAMI-DADE COUNTY

Date: April 26, 2012

To: Miriam Singer, CPPO
Assistant Director
Internal Services Department

From: Andrew Zawoyski, CPPO
Contracting Officer
Chairperson, Evaluation/Selection Committee

Subject: Report of Evaluation/Selection Committee for RFP No. 797 Development and Operation of Mini-Soccer Complexes

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The County issued a solicitation to obtain proposals from qualified firms to develop, operate, and maintain Mini-Soccer Complexes within select County-owned park sites. The selected parks included Tropical Park, Amelia Earhart Park, West Kendall District Park and Homestead Air Reserve.

The Evaluation/Selection Committee has completed the evaluation of proposals submitted in response to the solicitation following the guidelines published in the solicitation.

Committee meeting dates: March 13, 2012; April 2, 2012 and April 10, 2012.

Verification of compliance with contract measures:
Not applicable since no contract measures were assigned to this solicitation.

Verification of compliance with minimum qualification requirements:
The solicitation did not have any minimum qualification requirements.

Local Certified Service-Disabled Veteran's Business Enterprise Preference:
Veteran's Preference was considered in accordance with the applicable ordinance. None of the proposers qualified for the preference.

Summary of scores:

The preliminary scores are as follows:

Pre-Oral Presentations – Tropical Park

Proposer	***Technical Score*** *(max. 80)*	***Price Score*** *(max.20)*	***Total Combined Score*** *(max.100)*	***Revenue/Price Submitted***
1. Soccer Cage, LLC	219	66	285	$896 Init Rent/$6,000 Monthly Guarantee and 12% of Gross Revenues
2. US Soccer 5, LLC	278	47	325	$896 Init Rent/0 Monthly Guarantee and 7% of Gross Revenues

Pre-Oral Presentations – Amelia Earhart

Proposer	***Technical Score*** *(max. 80)*	***Price Score*** *(max.20)*	***Total Combined Score*** *(max.100)*	***Revenue/Price Submitted***
1. Soccer Cage, LLC	214	71	285	$186 Init Rent-$10,000 Monthly Guarantee and 12% of Gross Revenues
2. US Soccer 5, LLC	301	52	353	$186 Init Rent/0 Monthly Guarantee and 7% of Gross Revenues

The Evaluation/Selection Committee decided to hold oral presentations. Price/Revenue proposals were reviewed subjectively with the technical proposals.

The final scores are as follows:

Post-Oral Presentations – Tropical Park

Proposer	***Technical Score*** *(max. 80)*	***Price Score*** *(max.20)*	***Total Combined Score*** *(max.100)*	***Revenue/Price Submitted***
1. Soccer Cage, LLC	212	64	276	$896 Init Rent/$6,000 Monthly Guarantee and 12% of Gross Revenues
2. US Soccer 5, LLC	321	57	378	$896 Init Rent - 0 Monthly Guarantee and 7% of Gross Revenues

Post-Oral Presentations – Amelia Earhart

Proposer	***Technical Score*** *(max. 80)*	***Price Score*** *(max.20)*	***Total Combined Score*** *(max.100)*	***Revenue/Price Submitted***
1. Soccer Cage, LLC	212	61	273	$186 Init Rent-$10,000 Monthly Guarantee and 12% of Gross Revenues
2. US Soccer 5, LLC	316	62	378	$186 Init Rent - 0 Monthly Guarantee and 7% of Gross Revenues

Local Preference:
Local Preference was considered in accordance with applicable ordinance, but did not affect the outcome as the highest ranked proposer is local.

Other information:
The County received eight total responses to the four parks. There were three (3) responses to Tropical Park, two (2) responses to Amelia Earhart Park, two (2) responses for Homestead Air Reserve and one (1) to West Kendall District Park. After review with the County Attorney's Office, the County Attorney advised that the two responses received from US Soccer 5, LLC (one for Homestead Air Reserve and one for West Kendal District Park) were not proposals, but just a cover letter advising that US Soccer 5, LLC would be willing to submit one in the future. Please see attached copy of memo received from County Attorney – as well as the letters submitted by US Soccer 5, LLC.

Additionally, after review of the proposals submitted by Revo Soccer Development Partners, LLC (Tropical Park and Homestead Air Reserve) the County Attorney found the two proposals submitted were deemed non-responsive, since the company that submitted the proposals did not currently exist. Please see attached copy of email received from County Attorney – and copies of Form A-1 from proposer. This left a total of four proposals, two (2) each for Tropical and Amelia Earhart Parks.

Negotiations:
The Evaluation/Selection Committee recommends that the County enter into negotiations with the highest ranked proposer, US Soccer 5, LLC. The following individuals will participate in the negotiations:

Andrew Zawoyski, Contracting Officer, ISD
George Parrado, Central Region Manager, PROS
Cordella Ingram, Supervisor, Resident Services, PHCDD
Bill Solomon, Chief, Procurement Division, PROS

Consensus Statement: Upon completion of the ranking, a Consensus Statement from the Evaluation/Selection Committee was prepared as to the rationale for the recommendation to negotiate. This Statement is attached.

Copies of the score sheets are attached for each Evaluation/Selection Committee member, as well as a composite score sheets for both Parks.

Approved

Miriam Singer
Assistant Director

4/26/12
Date

MIAMI-DADE COUNTY, FLORIDA
Internal Services Department - Procurement Management Services

Evaluation/Selection Committee Results Memo

RFP No. 797: Development and Operation of Mini-Soccer Complexes

The Evaluation/Selection Committee was tasked with rating and ranking the proposals received in regard to the RFP for Development and Operation of Mini-Soccer Complexes at Amelia Earhart and Tropical Parks. The Evaluation/Selection Committee scoring was conclusive. The Evaluation/Selection Committee recommends that the County enter into negotiations with US Soccer 5 LLC for both Parks.

The Evaluation/Selection Committee unanimously agrees that the selected proposer is recommended for negotiations as a result of:

Superior proposals with the following advantages:

- Past performance and experience in developing and operating similar soccer complexes overall and in Miami-Dade County;
- Development plan placed in park setting as opposed to in a generic template;
- Better marketing and operational plan;
- Proposed use of software for revenue verification and accounting purposes;
- More realistic Pro Forma and pricing.

Carolyn Gibson – Regional Manager, Department of Park, Recreation and Open Spaces

George Parrado – Central Region Manager, Department of Park, Recreation and Open Spaces

Paul Mauriello – Deputy Director of Operations, Public Works and Waste Management Department

Cordelia Ingram – Supervisor, Resident Services, Community Planning and Outreach Division, Public Housing and Community Development Department

Garett Rowe – Supervisor, CDMP Administration, Sustainability, Planning and Economic Enhancement Department

COMPOSITE

RFP NO. 797

DEVELOPMENT AND OPERATION OF MINI-SOCCER COMPLEXES

EVALUATION OF PROPOSALS

Tropical Park – PRE ORALS

SELECTION CRITERIA / PROPOSERS	Maximum Points Per Member	Maximum Total Points (5 members)	Revo Soccer Development Partners, LLC	Soccer Cage, LLC	US Soccer 5 LLC
Proposer's experience, qualifications, and past performance related to the development, construction, operation, and maintenance of sports complex, and associated services as requested in this Solicitation	20	100	Non Responsive	58	79
Relevant experience and qualifications of key personnel, including key personnel of any subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	20	100		60	73
Proposer's development plan, time frame, pro forma, operation Plan, and approach to providing the services requested in this Solicitation	30	150		75	95
Proposer's Management and Financial Resources	10	50		26	31
Technical Points *(Technical rows above)*	80	400		219	278
Financial and Payment Criteria					
Proposed Initial Rent, Guaranteed Monthly Rent, and Percentage of Monthly Gross Receipts	20	100		66	47
Technical and Price Points *(Total of Technical & Price rows above)*	100	500		285	325
Veteran's Preference (5% of the Total Technical Points on the Technical Portion)	4	20		0	0
TOTAL POINTS	104	520		285	325

SIGNATURE: PRINT NAME: DATE:

Chairperson — Andrew Zwoyer — 4/10/12

Reviewed By — Fred Simmons Jr. — 4/26/12

4/10/2012

EVALUATION OF PROPOSALS

RFP NO. 797

DEVELOPMENT AND OPERATION OF MINI-SOCCER COMPLEXES

Tropical Park

GEORGE PARRADO (PROS)

SELECTION CRITERIA / PROPOSERS	Maximum Points	Revo Soccer Development Partners, LLC	Soccer Cage, LLC	US Soccer 5 LLC
Proposer's experience, qualifications, and past performance related to the development, construction, operation, and maintenance of sports complex, and associated services as requested in this Solicitation	20	Non Responsive	10	15
Relevant experience and qualifications of key personnel, incldng key personnel of any subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	20		15	15
Proposer's development plan, time frame, pro forma, operation Plan, and approach to providing the services requested in this Solicitation	30		20	20
Proposer's Management and Financial Resources	10		5	10
Technical Points *(Total of technical rows above)*	80		50	60
Financial and Payment Criteria				
Proposed Initial Rent, Guaranteed Monthly Rent, and Percentage of Monthly Gross Receipts	20		5	10
Total Technical and Price Points *(Technical & Price rows above)*	100		55	70
Veteran's Preference (5% of the Total Technical Points on the Technical Portion)	4		0	0
TOTAL POINTS	104		55	70

SIGNATURE

4/10/12
DATE

4/10/2012

EVALUATION OF PROPOSALS

RFP NO. 797

DEVELOPMENT AND OPERATION OF MINI-SOCCER COMPLEXES

Tropical Park

CAROLYN GIBSON (PROS)

SELECTION CRITERIA / PROPOSERS	Maximum Points	Revo Soccer Development Partners, LLC	Soccer Cage, LLC	US Soccer 5 LLC
Proposer's experience, qualifications, and past performance related to the development, construction, operation, and maintenance of sports complex, and associated services as requested in this Solicitation	20	Non Responsive	9	18
Relevant experience and qualifications of key personnel, incliding key personnel of any subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	20		10	15
Proposer's development plan, time frame, pro forma, operation Plan, and approach to providing the services requested in this Solicitation	30		13	20
Proposer's Management and Financial Resources	10		8	4
Technical Points *(Total of technical rows above)*	80		40	57
Financial and Payment Criteria				
Proposed Initial Rent, Guaranteed Monthly Rent, and Percentage of Monthly Gross Receipts	20		12	10
Total Technical and Price Points *(Technical & Price rows above)*	100		52	67
Veteran's Preference (5% of the Total Technical Points on the Technical Portion)	4		0	0
TOTAL POINTS	104		52	67

Carolyn D. Gibson

SIGNATURE

4-10-12

DATE

4/10/2012

EVALUATION OF PROPOSALS

RFP NO. 797

DEVELOPMENT AND OPERATION OF MINI-SOCCER COMPLEXES

Tropical Park

PAUL MAURIELLO (PWWD)

SELECTION CRITERIA / PROPOSERS	Maximum Points	Revo Soccer Development Partners, LLC	Soccer Cage, LLC	US Soccer 5 LLC
Proposer's experience, qualifications, and past performance related to the development, construction, operation, and maintenance of sports complex, and associated services as requested in this Solicitation	20	Non Responsive	20	20
Relevant experience and qualifications of key personnel, incldng key personnel of any subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	20		10	15
Proposer's development plan, time frame, pro forma, operation Plan, and approach to providing the services requested in this Solicitation	30		10	15
Proposer's Management and Financial Resources	10		1	5
Technical Points *(Total of technical rows above)*	80		41	55
Financial and Payment Criteria				
Proposed Initial Rent, Guaranteed Monthly Rent, and Percentage of Monthly Gross Receipts	20		20	10
Total Technical and Price Points *(Technical & Price rows above)*	100		61	65
Veteran's Preference (5% of the Total Technical Points on the Technical Portion)	4		0	0
TOTAL POINTS	104		61	65

P A Mauriello

SIGNATURE

4/10/12

DATE

4/10/2012

EVALUATION OF PROPOSALS

RFP NO. 797

DEVELOPMENT AND OPERATION OF MINI-SOCCER COMPLEXES

Tropical Park

CORDELLA INGRAM (PHCD)

SELECTION CRITERIA / PROPOSERS	Maximum Points	Revo Soccer Development Partners, LLC	Soccer Cage, LLC	US Soccer 5 LLC
Proposer's experience, qualifications, and past performance related to the development, construction, operation, and maintenance of sports complex, and associated services as requested in this Solicitation	20	Non Responsive	10	10
Relevant experience and qualifications of key personnel, including key personnel of any subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	20		10	12
Proposer's development plan, time frame, pro forma, operation Plan, and approach to providing the services requested in this Solicitation	30		15	15
Proposer's Management and Financial Resources	10		5	5
Technical Points *(Total of technical rows above)*	80		40	42
Financial and Payment Criteria				
Proposed Initial Rent, Guaranteed Monthly Rent, and Percentage of Monthly Gross Receipts	20		10	10
Total Technical and Price Points *(Technical & Price rows above)*	100		50	52
Veteran's Preference (5% of the Total Technical Points on the Technical Portion)	4		0	0
TOTAL POINTS	104		50	52

Cordella Ingram

SIGNATURE

4-10-12

DATE

4/10/2012

EVALUATION OF PROPOSALS

RFP NO. 797

DEVELOPMENT AND OPERATION OF MINI-SOCCER COMPLEXES

Tropical Park

GARETT ROWE (SPEE)

SELECTION CRITERIA / PROPOSERS	Maximum Points	Revo Soccer Development Partners, LLC	Soccer Cage, LLC	US Soccer 5 LLC
Proposer's experience, qualifications, and past performance related to the development, construction, operation, and maintenance of sports complex, and associated services as requested in this Solicitation	20	Non Responsive	9	16
Relevant experience and qualifications of key personnel, incldng key personnel of any subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	20		15	16
Proposer's development plan, time frame, pro forma, operation Plan, and approach to providing the services requested in this Solicitation	30		17	25
Proposer's Management and Financial Resources	10		7	7
Technical Points *(Total of technical rows above)*	80		48	64
Financial and Payment Criteria				
Proposed Initial Rent, Guaranteed Monthly Rent, and Percentage of Monthly Gross Receipts	20		19	7
Total Technical and Price Points *(Technical & Price rows above)*	100		67	71
Veteran's Preference (5% of the Total Technical Points on the Technical Portion)	4		0	0
TOTAL POINTS	104		67	71

SIGNATURE

4-10-12

DATE

4/10/2012

COMPOSITE

RFP NO. 797

DEVELOPMENT AND OPERATION OF MINI-SOCCER COMPLEXES

EVALUATION OF PROPOSALS

Amelia Earhart Park Rec Drills

SELECTION CRITERIA / PROPOSERS	Maximum Points Per Member	Maximum Total Points (5 members)	Soccer Cage LLC		US Soccer 5 LLC
Proposer's experience, qualifications, and past performance related to the development, construction, operation, and maintenance of sports complex, and associated services as requested in this Solicitation	20	100	58		84
Relevant experience and qualifications of key personnel, incldng key personnel of any subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	20	100	60		81
Proposer's development plan, time frame, pro forma, operation Plan, and approach to providing the services requested in this Solicitation	30	150	70		100
Proposer's Management and Financial Resources	10	50	26		36
Technical Points *(Technical rows above)*	80	400	214		301
Financial and Payment Criteria					
Proposed Initial Rent, Guaranteed Monthly Rent, and Percentage of Monthly Gross Receipts	20	100	71		52
Technical and Price Points *(Total of Technical & Price rows above)*	100	500	285		353
Veteran's Preference (5% of the Total Technical Points on the Technical Portion)	4	20	0		0
TOTAL POINTS	104	520	285		353

SIGNATURE:	PRINT NAME:	DATE:
Chairperson	Andrew Zakrzewski	4.2.12
Reviewed By	Fred Simmonds Jr	4/26/12

EVALUATION OF PROPOSALS

RFP NO. 797

DEVELOPMENT AND OPERATION OF MINI-SOCCER COMPLEXES

Amelia Earhart Park

GEORGE PARRADO (PROS)

SELECTION CRITERIA / PROPOSERS	Maximum Points	Soccer Cage LLC	US Soccer 5 LLC
Proposer's experience, qualifications, and past performance related to the development, construction, operation, and maintenance of sports complex, and associated services as requested in this Solicitation	20	10	15
Relevant experience and qualifications of key personnel, including key personnel of any subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	20	15	15
Proposer's development plan, time frame, pro forma, operation Plan, and approach to providing the services requested in this Solicitation	30	15	20
Proposer's Management and Financial Resources	10	5	10
Technical Points *(Total of technical rows above)*	80	45	60
Financial and Payment Criteria			
Proposed Initial Rent, Guaranteed Monthly Rent, and Percentage of Monthly Gross Receipts	20	5	15
Total Technical and Price Points *(Technical & Price rows above)*	100	50	75
Veteran's Preference (5% of the Total Technical Points on the Technical Portion)	4	0	0
TOTAL POINTS	104	50	75

SIGNATURE

4/2/12
DATE

4/2/2012

EVALUATION OF PROPOSALS

RFP NO. 797

DEVELOPMENT AND OPERATION OF MINI-SOCCER COMPLEXES

Amelia Earhart Park

CAROLYN GIBSON (PROS)

SELECTION CRITERIA / PROPOSERS	Maximum Points	Soccer Cage LLC	US Soccer 5 LLC
Proposer's experience, qualifications, and past performance related to the development, construction, operation, and maintenance of sports complex, and associated services as requested in this Solicitation	20	9	18
Relevant experience and qualifications of key personnel, incldng key personnel of any subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	20	10	15
Proposer's development plan, time frame, pro forma, operation Plan, and approach to providing the services requested in this Solicitation	30	13	20
Proposer's Management and Financial Resources	10	8	4
Technical Points *(Total of technical rows above)*	80	40	57
Financial and Payment Criteria			
Proposed Initial Rent, Guaranteed Monthly Rent, and Percentage of Monthly Gross Receipts	20	12	10
Total Technical and Price Points *(Technical & Price rows above)*	100	52	67
Veteran's Preference (5% of the Total Technical Points on the Technical Portion)	4	0	0
TOTAL POINTS	104	52	67

Carolyn D. Gibson

SIGNATURE

4.2.12

DATE

4/2/2012

EVALUATION OF PROPOSALS

RFP NO. 797

DEVELOPMENT AND OPERATION OF MINI-SOCCER COMPLEXES

Amelia Earhart Park

CORDELLA INGRAM (PHCD)

SELECTION CRITERIA / PROPOSERS	Maximum Points	Soccer Cage LLC	US Soccer 5 LLC
Proposer's experience, qualifications, and past performance related to the development, construction, operation, and maintenance of sports complex, and associated services as requested in this Solicitation	20	10	15
Relevant experience and qualifications of key personnel, including key personnel of any subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	20	10	20
Proposer's development plan, time frame, pro forma, operation Plan, and approach to providing the services requested in this Solicitation	30	15	20
Proposer's Management and Financial Resources	10	5	10
Technical Points *(Total of technical rows above)*	80	40	65
Financial and Payment Criteria			
Proposed Initial Rent, Guaranteed Monthly Rent, and Percentage of Monthly Gross Receipts	20	15	10
Total Technical and Price Points *(Technical & Price rows above)*	100	55	75
Veteran's Preference (5% of the Total Technical Points on the Technical Portion)	4	0	0
TOTAL POINTS	104	55	75

Cordella Ingram

SIGNATURE

4-2-12

DATE

4/2/2012

EVALUATION OF PROPOSALS

RFP NO. 797

DEVELOPMENT AND OPERATION OF MINI-SOCCER COMPLEXES

Amelia Earhart Park

PAUL MAURIELLO (PWWD)

SELECTION CRITERIA / PROPOSERS	Maximum Points	Soccer Cage LLC	US Soccer 5 LLC
Proposer's experience, qualifications, and past performance related to the development, construction, operation, and maintenance of sports complex, and associated services as requested in this Solicitation	20	20	20
Relevant experience and qualifications of key personnel, including key personnel of any subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	20	10	15
Proposer's development plan, time frame, pro forma, operation Plan, and approach to providing the services requested in this Solicitation	30	10	15
Proposer's Management and Financial Resources	10	1	5
Technical Points *(Total of technical rows above)*	80	41	55
Financial and Payment Criteria			
Proposed Initial Rent, Guaranteed Monthly Rent, and Percentage of Monthly Gross Receipts	20	20	10
Total Technical and Price Points *(Technical & Price rows above)*	100	61	65
Veteran's Preference (5% of the Total Technical Points on the Technical Portion)	4	0	0
TOTAL POINTS	104	61	65

SIGNATURE

4/2/12

DATE

4/2/2012

EVALUATION OF PROPOSALS

RFP NO. 797

DEVELOPMENT AND OPERATION OF MINI-SOCCER COMPLEXES

Amelia Earhart Park

GARETT ROWE (SPEE)

SELECTION CRITERIA / PROPOSERS	Maximum Points	Soccer Cage LLC	US Soccer 5 LLC
Proposer's experience, qualifications, and past performance related to the development, construction, operation, and maintenance of sports complex, and associated services as requested in this Solicitation	20	9	16
Relevant experience and qualifications of key personnel, incldng key personnel of any subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	20	15	16
Proposer's development plan, time frame, pro forma, operation Plan, and approach to providing the services requested in this Solicitation	30	G.R. 17	25
Proposer's Management and Financial Resources	10	7	7
Technical Points *(Total of technical rows above)*	80	48	64
Financial and Payment Criteria			
Proposed Initial Rent, Guaranteed Monthly Rent, and Percentage of Monthly Gross Receipts	20	19	7
Total Technical and Price Points *(Technical & Price rows above)*	100	67	71
Veteran's Preference (5% of the Total Technical Points on the Technical Portion)	4	0	0
TOTAL POINTS	104	67	71

SIGNATURE

4-2-12

DATE

4/2/2012

COMPOSITE Post Orals

RFP NO. 797

DEVELOPMENT AND OPERATION OF MINI-SOCCER COMPLEXES

EVALUATION OF PROPOSALS

Tropical Park

SELECTION CRITERIA / PROPOSERS	Maximum Points Per Member	Maximum Total Points (5 members)	Soccer Cage, LLC	US Soccer 5 LLC
Proposer's experience, qualifications, and past performance related to the development, construction, operation, and maintenance of sports complex, and associated services as requested in this Solicitation	20	100	58	89
Relevant experience and qualifications of key personnel, inciding key personnel of any subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	20	100	59	84
Proposer's development plan, time frame, pro forma, operation Plan, and approach to providing the services requested in this Solicitation	30	150	69	112
Proposer's Management and Financial Resources	10	50	26	36
Technical Points *(Technical rows above)*	80	400	212	321
Financial and Payment Criteria				
Proposed Initial Rent, Guaranteed Monthly Rent, and Percentage of Monthly Gross Receipts	20	100	64	57
Technical and Price Points *(Total of Technical & Price rows above)*	100	500	276	378
Veteran's Preference (5% of the Total Technical Points on the Technical Portion)	4	20	0	0
TOTAL POINTS	104	520	276	378

SIGNATURE:	PRINT NAME:	DATE:
Chairperson	Andrew Zawacki	4.12.12
Reviewed By	Fred Simmons Jr.	4/26/12

4/10/2012

EVALUATION OF PROPOSALS - Post Orals

RFP NO. 797

DEVELOPMENT AND OPERATION OF MINI-SOCCER COMPLEXES

Tropical Park

CAROLYN GIBSON (PROS)

SELECTION CRITERIA / PROPOSERS	Maximum Points		Soccer Cage, LLC	US Soccer 5 LLC
Proposer's experience, qualifications, and past performance related to the development, construction, operation, and maintenance of sports complex, and associated services as requested in this Solicitation	20		9	18
Relevant experience and qualifications of key personnel, including key personnel of any subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	20		10	18
Proposer's development plan, time frame, pro forma, operation Plan, and approach to providing the services requested in this Solicitation	30		13	27
Proposer's Management and Financial Resources	10		4	7
Technical Points *(Total of technical rows above)*	80		36	70
Financial and Payment Criteria				
Proposed Initial Rent, Guaranteed Monthly Rent, and Percentage of Monthly Gross Receipts	20		10	15
Total Technical and Price Points *(Technical & Price rows above)*	100		46	85
Veteran's Preference (5% of the Total Technical Points on the Technical Portion)	4	0	0	0
TOTAL POINTS	104	0	46	85

Carolyn N. Gibson

SIGNATURE

4.10.12

DATE

4/10/2012

EVALUATION OF PROPOSALS - Post Orals

RFP NO. 797

DEVELOPMENT AND OPERATION OF MINI-SOCCER COMPLEXES

Tropical Park

GEORGE PARRADO (PROS)

SELECTION CRITERIA / PROPOSERS	Maximum Points	Soccer Cage, LLC	US Soccer 5 LLC
Proposer's experience, qualifications, and past performance related to the development, construction, operation, and maintenance of sports complex, and associated services as requested in this Solicitation	20	10	15
Relevant experience and qualifications of key personnel, incldng key personnel of any subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	20	15	15
Proposer's development plan, time frame, pro forma, operation Plan, and approach to providing the services requested in this Solicitation	30	15	20
Proposer's Management and Financial Resources	10	5	10
Technical Points *(Total of technical rows above)*	80	45	60
Financial and Payment Criteria			
Proposed Initial Rent, Guaranteed Monthly Rent, and Percentage of Monthly Gross Receipts	20	5	10
Total Technical and Price Points *(Technical & Price rows above)*	100	50	70
Veteran's Preference (5% of the Total Technical Points on the Technical Portion)	4	0	0
TOTAL POINTS	104	50	70

SIGNATURE

4/10/12
DATE

4/10/2012

EVALUATION OF PROPOSALS - Post Orals

RFP NO. 797

DEVELOPMENT AND OPERATION OF MINI-SOCCER COMPLEXES

Tropical Park

PAUL MAURIELLO (PWWD)

SELECTION CRITERIA / PROPOSERS	Maximum Points	Soccer Cage, LLC	US Soccer 5 LLC
Proposer's experience, qualifications, and past performance related to the development, construction, operation, and maintenance of sports complex, and associated services as requested in this Solicitation	20	15	20
Relevant experience and qualifications of key personnel, incldng key personnel of any subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	20	10	15
Proposer's development plan, time frame, pro forma, operation Plan, and approach to providing the services requested in this Solicitation	30	10	15
Proposer's Management and Financial Resources	10	5	5
Technical Points *(Total of technical rows above)*	80	40	55
Financial and Payment Criteria			
Proposed Initial Rent, Guaranteed Monthly Rent, and Percentage of Monthly Gross Receipts	20	20	10
Total Technical and Price Points *(Technical & Price rows above)*	100	60	65
Veteran's Preference (5% of the Total Technical Points on the Technical Portion)	4	0	0
TOTAL POINTS	104	60	65

SIGNATURE

4/10/12
DATE

4/10/2012

EVALUATION OF PROPOSALS - Post Orals

RFP NO. 797

DEVELOPMENT AND OPERATION OF MINI-SOCCER COMPLEXES

Tropical Park

CORDELLA INGRAM (PHCD)

SELECTION CRITERIA / PROPOSERS	Maximum Points	Soccer Cage, LLC	US Soccer 5 LLC
Proposer's experience, qualifications, and past performance related to the development, construction, operation, and maintenance of sports complex, and associated services as requested in this Solicitation	20	15	20
Relevant experience and qualifications of key personnel, incldng key personnel of any subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	20	10	20
Proposer's development plan, time frame, pro forma, operation Plan, and approach to providing the services requested in this Solicitation	30	15	25
Proposer's Management and Financial Resources.	10	5	7
Technical Points *(Total of technical rows above)*	80	45	72
Financial and Payment Criteria			
Proposed Initial Rent, Guaranteed Monthly Rent, and Percentage of Monthly Gross Receipts	20	10	15
Total Technical and Price Points *(Technical & Price rows above)*	100	55	87
Veteran's Preference (5% of the Total Technical Points on the Technical Portion)	4	0	0
TOTAL POINTS	104	55	87

Cordella Ingram

SIGNATURE

4-10-12

DATE

4/10/2012

EVALUATION OF PROPOSALS - Post Orals

RFP NO. 797

DEVELOPMENT AND OPERATION OF MINI-SOCCER COMPLEXES

Tropical Park

GARETT ROWE (SPEE)

SELECTION CRITERIA / PROPOSERS	Maximum Points	Soccer Cage, LLC	US Soccer 5 LLC
Proposer's experience, qualifications, and past performance related to the development, construction, operation, and maintenance of sports complex, and associated services as requested in this Solicitation	20	9	16
Relevant experience and qualifications of key personnel, incldíng key personnel of any subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	20	14	16
Proposer's development plan, time frame, pro forma, operation Plan, and approach to providing the services requested in this Solicitation	30	16	25
Proposer's Management and Financial Resources	10	7	7
Technical Points *(Total of technical rows above)*	80	46	64
Financial and Payment Criteria			
Proposed Initial Rent, Guaranteed Monthly Rent, and Percentage of Monthly Gross Receipts	20	19	7
Total Technical and Price Points *(Technical & Price rows above)*	100	65	71
Veteran's Preference (5% of the Total Technical Points on the Technical Portion)	4	0	0
TOTAL POINTS	104	65	71

SIGNATURE

4-10-12

DATE

4/10/2012

EVALUATION OF PROPOSALS - Post Orals

RFP NO. 797

DEVELOPMENT AND OPERATION OF MINI-SOCCER COMPLEXES

Amelia Earhart Park

CAROLYN GIBSON (PROS)

SELECTION CRITERIA / PROPOSERS	Maximum Points		Soccer Cage, LLC	US Soccer 5 LLC
Proposer's experience, qualifications, and past performance related to the development, construction, operation, and maintenance of sports complex, and associated services as requested in this Solicitation	20		9	18
Relevant experience and qualifications of key personnel, incldlng key personnel of any subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	20		10	18
Proposer's development plan, time frame, pro forma, operation Plan, and approach to providing the services requested in this Solicitation	30		13	27
Proposer's Management and Financial Resources	10		4	7
Technical Points *(Total of technical rows above)*	80		36	70
Financial and Payment Criteria				
Proposed Initial Rent, Guaranteed Monthly Rent, and Percentage of Monthly Gross Receipts	20		7	15
Total Technical and Price Points *(Technical & Price rows above)*	100		43	85
Veteran's Preference (5% of the Total Technical Points on the Technical Portion)	4	0	0	0
TOTAL POINTS	104	0	43	85

Carolyn D. Gibson

SIGNATURE

4.10.12

DATE

4/10/2012

EVALUATION OF PROPOSALS - Post Orals

RFP NO. 797

DEVELOPMENT AND OPERATION OF MINI-SOCCER COMPLEXES

Amelia Earhart Park

GEORGE PARRADO (PROS)

SELECTION CRITERIA / PROPOSERS	Maximum Points	Soccer Cage, LLC	US Soccer 5 LLC
Proposer's experience, qualifications, and past performance related to the development, construction, operation, and maintenance of sports complex, and associated services as requested in this Solicitation	20	10	15
Relevant experience and qualifications of key personnel, incldng key personnel of any subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	20	15	15
Proposer's development plan, time frame, pro forma, operation Plan, and approach to providing the services requested in this Solicitation	30	15	20
Proposer's Management and Financial Resources	10	5	10
Technical Points *(Total of technical rows above)*	80	45	60
Financial and Payment Criteria			
Proposed Initial Rent, Guaranteed Monthly Rent, and Percentage of Monthly Gross Receipts	20	5	15
Total Technical and Price Points *(Technical & Price rows above)*	100	50	75
Veteran's Preference (5% of the Total Technical Points on the Technical Portion)	4	0	0
TOTAL POINTS	104	50	75

SIGNATURE

4/10/12
DATE

4/10/2012

EVALUATION OF PROPOSALS - Post Orals

RFP NO. 797

DEVELOPMENT AND OPERATION OF MINI-SOCCER COMPLEXES

Amelia Earhart Park

PAUL MAURIELLO (PWWD)

SELECTION CRITERIA / PROPOSERS	Maximum Points	Soccer Cage, LLC	US Soccer 5 LLC
Proposer's experience, qualifications, and past performance related to the development, construction, operation, and maintenance of sports complex, and associated services as requested in this Solicitation	20	15	20
Relevant experience and qualifications of key personnel, incldiing key personnel of any subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	20	10	15
Proposer's development plan, time frame, pro forma, operation Plan, and approach to providing the services requested in this Solicitation	30	10	15
Proposer's Management and Financial Resources	10	5	5
Technical Points *(Total of technical rows above)*	80	40	55
Financial and Payment Criteria			
Proposed Initial Rent, Guaranteed Monthly Rent, and Percentage of Monthly Gross Receipts	20	20	10
Total Technical and Price Points *(Technical & Price rows above)*	100	60	65
Veteran's Preference (5% of the Total Technical Points on the Technical Portion)	4	0	0
TOTAL POINTS	104	60	65

SIGNATURE

4/10/12
DATE

4/10/2012

EVALUATION OF PROPOSALS - Post Orals

RFP NO. 797

DEVELOPMENT AND OPERATION OF MINI-SOCCER COMPLEXES

Amelia Earhart Park

CORDELLA INGRAM (PHCD)

SELECTION CRITERIA / PROPOSERS	Maximum Points	Soccer Cage, LLC	US Soccer 5 LLC
Proposer's experience, qualifications, and past performance related to the development, construction, operation, and maintenance of sports complex, and associated services as requested in this Solicitation	20	15	20
Relevant experience and qualifications of key personnel, including key personnel of any subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	20	10	20
Proposer's development plan, time frame, pro forma, operation Plan, and approach to providing the services requested in this Solicitation	30	15	20
Proposer's Management and Financial Resources	10	5	7
Technical Points *(Total of technical rows above)*	80	45	67
Financial and Payment Criteria			
Proposed Initial Rent, Guaranteed Monthly Rent, and Percentage of Monthly Gross Receipts	20	10	15
Total Technical and Price Points *(Technical & Price rows above)*	100	55	82
Veteran's Preference (5% of the Total Technical Points on the Technical Portion)	4	0	0
TOTAL POINTS	104	55	82

Cordella Ingram

SIGNATURE

4-10-12

DATE

4/10/2012

COMPOSITE Post Orals

RFP NO. 797

DEVELOPMENT AND OPERATION OF MINI-SOCCER COMPLEXES

EVALUATION OF PROPOSALS

Amelia Earhart Park

SELECTION CRITERIA / PROPOSERS	Maximum Points Per Member	Maximum Total Points (5 members)	Soccer Cage, LLC	US Soccer 5 LLC
Proposer's experience, qualifications, and past performance related to the development, construction, operation, and maintenance of sports complex, and associated services as requested in this Solicitation	20	100	58	89
Relevant experience and qualifications of key personnel, including key personnel of any subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	20	100	59	84
Proposer's development plan, time frame, pro forma, operation Plan, and approach to providing the services requested in this Solicitation	30	150	69	107
Proposer's Management and Financial Resources	10	50	26	36
Technical Points *(Technical rows above)*	80	400	212	316
Financial and Payment Criteria				
Proposed Initial Rent, Guaranteed Monthly Rent, and Percentage of Monthly Gross Receipts	20	100	61	62
Technical and Price Points *(Total of Technical & Price rows above)*	100	500	273	378
Veteran's Preference (5% of the Total Technical Points on the Technical Portion)	4	20	0	0
TOTAL POINTS	104	520	273	378

SIGNATURE:	PRINT NAME:	DATE:
Chairperson	Andrew Zawoysh	4.12.12
Reviewed By	FRED Simmons Jr	4/26/12

4/10/2012

Memorandum

Date: March 15, 2012

To: Monica Rizo
Assistant County Attorney
County Attorney's Office

From: Andrew Zawoyski
Chief Negotiator
ISD - Procurement Management

Subject: Request for Legal Review
RFP No. 797 Development and Operation of Mini-Soccer Complexes

---

In reviewing the documentation submitted as part of the response to subject solicitation, there are two documents that were presented by one of the Proposers for two of the locations earmarked for mini-soccer development.

Homestead Air Reserve Park:
The response to the Homestead Air Reserve Park states that proposer "would be willing at some point in the future to consider Homestead". Please review and advise as follows:

Homestead Air Reserve:

Not a Proposal: ✓ Entire package is qualified by cover letter stating / indicating that package is not a proposal and would be willing to submit one in the future.
Non-responsive: _____

West Kendall District Park:
The response to the West Kendall District Park states that proposer "would be willing to submit a proposal". Please review and advise.

West Kendall District Park:

Not a Proposal: ✓ (Same as above)

Non-responsive: _____

If you have any questions, please contact me at (305) 375-5663. Thank you for your attention to this matter.

Signature: Andrew Zawoyski

Date: 3/23/12

Attachments

Copy

SOCCER5

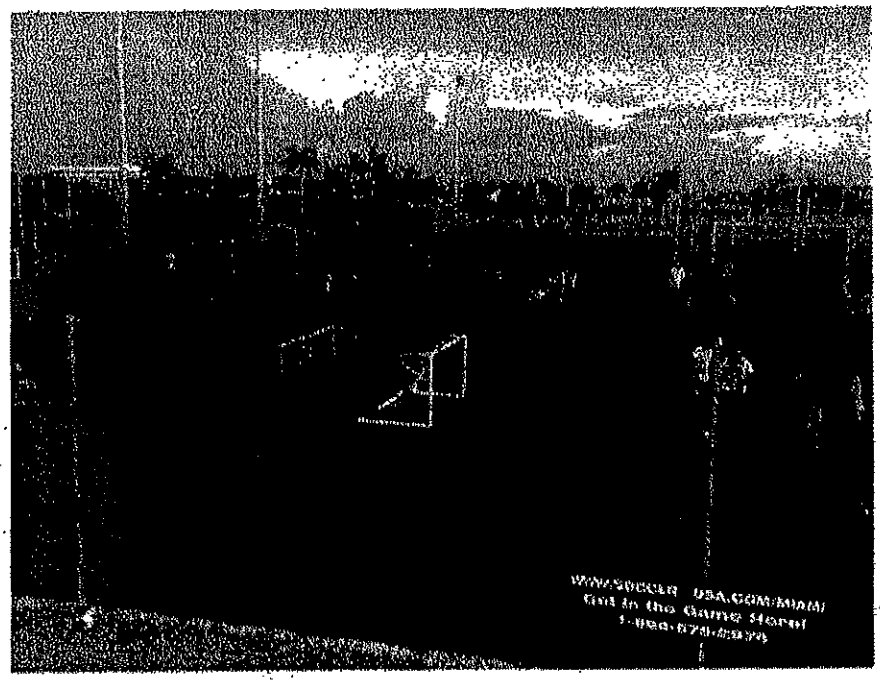
Proposal Submission Package

RFP No. 797

Development and Operation of Mini Soccer Complexes

Proposer: US Soccer 5 LLC
8011 SW 127th Avenue
Miami 33183
Completed by Scott Georgeson
January 2012

Homestead Air Reserve Park



MIAMI-DADE COUNTY

Signed: [signature] Scott Georgeson, President

Dated: 1/30/12

SOCCER5

RFP No. 797

Development and Operation of Mini Soccer Complexes

Dear Sirs,

We have provided a full RFP Proposal for both Tropical Park and Amelia Earhart Park and would be willing at some point in the future to consider Homestead as we know soccer is popular within the community, however we have doubts as follows with this Park at this time which would require further future discussion:

1. Situation of this Park re prime location of soccer community
2. Security and amount of park space where park soccer users may play soccer out with our facilities and without paying

Our preference would be to work with Miami Dade Park and Recreation on a Feasibility Study re Soccer in Homestead prior to considering any Proposal for the future.

Sincerely,

Scott Georgeson, President
US SOCCER 5 LLC

COPY

SOCCER5

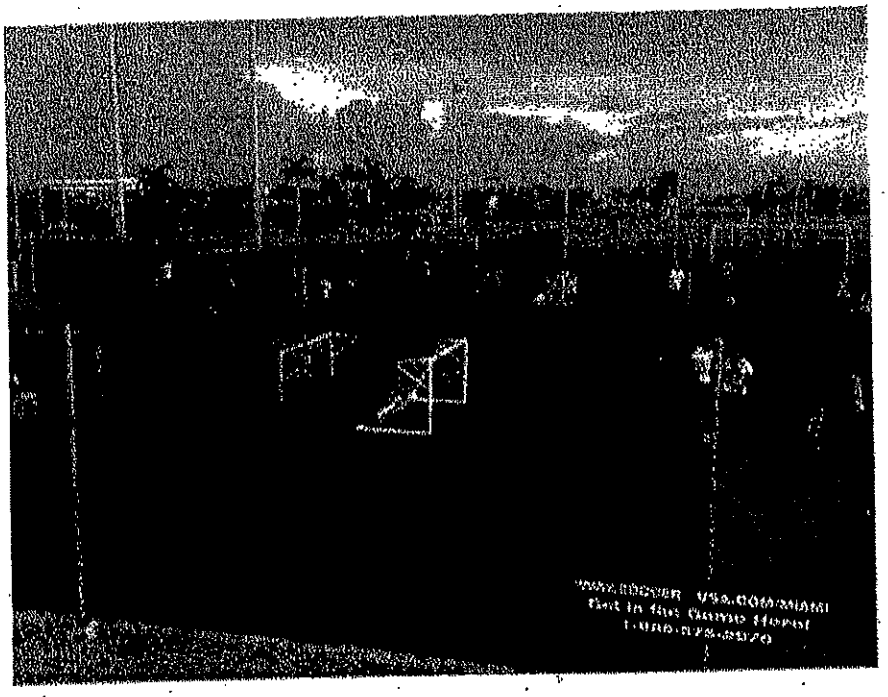
Proposal Submission Package

RFP No. 797

Development and Operation of Mini Soccer Complexes

Proposer: US Soccer 5 LLC
8011 SW 127th Avenue
Miami 33183
Completed by Scott Georgeson
January 2012

West Kendall District Park



MIAMI-DADE COUNTY

Signed: [signature]

Scott Georgeson, President

Dated: 1/30/12

SOCCER5

RFP No. 797

Development and Operation of Mini Soccer Complexes

Dear Sirs,

We have provided a full RFP Proposal for both Tropical Park and Amelia Earhart Park and would be willing to submit a Proposal for WKDP however we would require further clarification on:

1. Timescale for Park Development and Infrastructure
2. Proposed Park Amenities

Our preference would be to submit our Proposal as an integral component of the overall Park plan and not as a stand-alone facility in a park for the future.

Sincerely,

Scott Georgeson, President
US SOCCER 5 LLC

Zawoyski, Andrew S. (ISD)

From: Rizo, Monica (CAO)
Sent: Wednesday, April 04, 2012 6:29 PM
To: Zawoyski, Andrew S. (ISD)
Cc: Gonzalez, Rita (CAO)
Subject: RE: 797 Develpment of Mini Soccer Complexes

Hi Andrew,

I did and I looked at past opinions and spoke with Oren as well. Unfortunately, the proposals submitted by "Revo Soccer Development Partners, LLC" ("Revo Partners") for Homestead Air Reserve Park and Tropical Park in response to RFP No. 797 are not responsive and must be rejected.

In the A-1 Form and in the Executive Summary submitted by Revo Partners as part of its proposals, REvo Partners clearly indicate that the company does not currently exist, that this is a "to be created – (TBC)" company, the Federal employer identification number is "to be obtained upon creation of LLC if awarded," and that "if selected for award, we would create a new company under the name of RevoSoccer Development Partners LLC." The proposal appears to be submitted by an officer of a third party, namely Revo Soccer, LLC ("Revo Soccer") but the proposal repeatedly refers to "the Revo Soccer Team" which is made up of some or all of the following entities (it is unclear from the proposal): Revo Soccer, the President of Revo Soccer, Eurograss America, the President of Eurograss America, Lauro Bravar, "lenders," Architeknics, and NAC. Moreover, the supporting qualifications for this proposal appear to relate mainly to Jorge Espinosa, an officer of Revo Soccer, and three other separate corporations, namely, Eurograss Americas, Architeknics and NAC.

There is a two part test to determine if a specific noncompliance in a bid constitutes a substantial and thus nonwaivable issue: (1) whether the effect of the waiver would be to deprive the County of the assurance that the contract would be entered into, performed and guaranteed according to its specific requirements; and (2) whether it would adversely affect competitive bidding by placing a bidder in a position of advantage over other bidders. See *Robinson Electric Co. v. Dade County*, 417 So.2d 1032, 1034 (Fla. 3d DCA 1982). As Revo Partners does not even exist as a legal entity, there is no proposal and no "assurance that the contract would be entered into." Accordingly, we find the proposasl by Revo Partners non-responsive.

Monica Rizo
Assistant County Attorney
Miami-Dade County, Florida
Phone: (305) 375-4791
Fax: (305) 375-5634

Form A-1

Proposer: This proposal is for the following Park: (Select one box only)

- ☐ Amelia Earhart Park
- ☐ Homestead Air Reserve Park
- ☒ Tropical Park
- ☐ West Kendall District Park

PROPOSER'S NAME (Name of firm, entity or organization):
Revo Soccer Development Partners, LLC

FEDERAL EMPLOYER IDENTIFICATION NUMBER: To be obtained upon creation of LLC if awarded

NAME AND TITLE OF PROPOSER'S CONTACT PERSON:

Name: JORGE ESPINOSA Title: CEO

MAILING ADDRESS:

Street Address: c/o Revo Soccer, LLC - 10395 NW 41st St., Suite 101

City, State, Zip: El Doral, FL, 33178

TELEPHONE:	***FAX:***	***E-MAIL ADDRESS:***
(786) 493-7167	(305) 889-1414	jorge@revosoccer.com

PROPOSER'S ORGANIZATIONAL STRUCTURE:

___ Corporation ___ Partnership ___ Proprietorship ___ Joint Venture

X Other (Explain): To Be Created - (TBC)

IF CORPORATION:

Date Incorporated/Organized: TBC State Incorporated/Organized: TBC

States registered in as foreign corporation: TBC

PROPOSER'S SERVICE OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR:

None

LIST NAMES OF PROPOSER'S SUBCONTRACTORS OR SUBCONSULTANTS FOR THIS PROJECT:

Eurograss Americas; NAC Construction; Architeknics

LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE:

A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and b) prior to proposal submittal is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. At the time of proposal submission, the Local Certified Service-Disabled Veteran Business Enterprise must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit said affirmation and a copy of the actual certification along with the proposal submission.

☐ Place a checkmark here only if affirming Proposer is a certified Local Certified Service-Disabled Veteran Business Enterprise. A copy of the required certification must be submitted with the proposal.

CRIMINAL CONVICTION DISCLOSURE:

Pursuant to Miami-Dade County Ordinance No. 94-34, any individual who has been convicted of a felony during the past ten years and any corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten years shall disclose this information prior to entering into a contract with or receiving funding from the County.

☐ Place a checkmark here only if Proposer has such conviction to disclose to comply with this requirement.

Form A-1

Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List:

By executing this proposal through a duly authorized representative, the proposer certifies that the proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the proposer is unable to provide such certification but still seeks to be considered for award of this solicitation, the proposer shall execute the proposal through a duly authorized representative and shall also initial this space: _____. In such event, the proposer shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135of the Florida Statutes. The proposer agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the proposer is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

PROPOSER'S AUTHORIZED SIGNATURE

The undersigned hereby certifies that this proposal is submitted in response to this solicitation.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BELOW BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.

Signed By: _____ Date: Feb. 3, 2012

Print Name: Jorge Espinosa Title: CEO

A-1 Rev. 7/29/11

Form A-1

Proposer: This proposal is for the following Park: (Select one box only)

- ☐ Amelia Earhart Park
- ☒ Homestead Air Reserve Park
- ☐ Tropical Park
- ☐ West Kendall District Park

PROPOSER'S NAME (Name of firm, entity or organization):
Revo Soccer Development Partners, LLC

FEDERAL EMPLOYER IDENTIFICATION NUMBER: To be obtained upon creation of LLC if awarded

NAME AND TITLE OF PROPOSER'S CONTACT PERSON:

Name: JORGE ESPINOSA Title: CEO

MAILING ADDRESS:

Street Address: c/o Revo Soccer, LLC - 10395 NW 41st St., Suite 101

City, State, Zip: Doral, FL, 33178

TELEPHONE:	***FAX:***	***E-MAIL ADDRESS:***
(786) 493-7167	(305) 889-1414	jorge@revosoccer.com

PROPOSER'S ORGANIZATIONAL STRUCTURE:

___ Corporation ___ Partnership ___ Proprietorship ___ Joint Venture

X Other (Explain): To Be Created - (TBC)

IF CORPORATION:
Date Incorporated/Organized: TBC State Incorporated/Organized: TBC

States registered in as foreign corporation: TBC

PROPOSER'S SERVICE OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR:
None

LIST NAMES OF PROPOSER'S SUBCONTRACTORS OR SUBCONSULTANTS FOR THIS PROJECT:
Eurograss Americas; NAC Construction; Architeknics

LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE:

A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and b) prior to proposal submittal is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. At the time of proposal submission, the Local Certified Service-Disabled Veteran Business Enterprise must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit said affirmation and a copy of the actual certification along with the proposal submission.

☐ Place a checkmark here only if affirming Proposer is a certified Local Certified Service-Disabled Veteran Business Enterprise. A copy of the required certification must be submitted with the proposal.

CRIMINAL CONVICTION DISCLOSURE:

Pursuant to Miami-Dade County Ordinance No. 94-34, any individual who has been convicted of a felony during the past ten years and any corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten years shall disclose this information prior to entering into a contract with or receiving funding from the County.

☐ Place a checkmark here only if Proposer has such conviction to disclose to comply with this requirement.

Form A-1

Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List:

By executing this proposal through a duly authorized representative, the proposer certifies that the proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the proposer is unable to provide such certification but still seeks to be considered for award of this solicitation, the proposer shall execute the proposal through a duly authorized representative and shall also initial this space: _____. In such event, the proposer shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135of the Florida Statutes. The proposer agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the proposer is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

PROPOSER'S AUTHORIZED SIGNATURE

The undersigned hereby certifies that this proposal is submitted in response to this solicitation.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BELOW BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.

Signed By: _____ Date: Feb. 3, 2012

Print Name: Jorge Espinosa Title: CEO

A-1 Rev. 7/29/11

DEVELOPMENT AND OPERATION OF MINI-SOCCER COMPLEX

Contract No. 797A

THIS LEASE AGREEMENT made and entered into as of this _____day of _____ , 2012 ("Lease Agreement Effective Date"), by and between US Soccer 5 LLC, a corporation organized and existing under the laws of the State of Florida, having its principal office at 8011 SW 127th Avenue Miami, Florida 33183 (hereinafter referred to as the "Lessee"), and Miami–Dade County, a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, Miami, Florida 33128, (herein referred to as the "County"),

WITNESSETH:

WHEREAS, the County owns Amelia Earhart Park ("Park") for the use by patrons, Lessees, employees, and visitors, and which facilities are administered for the County by its Director of the Parks, Recreation and Open Spaces (the "Department", also "PROS"), or designee; and,

WHEREAS, the Lessee has offered to develop and operate a Mini-Soccer Complex ("Complex") in a manner that shall conform to the Scope of Work (Appendix A), Miami-Dade County's Request for Proposals (RFP) No. 797 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Lease Agreement; and,

WHEREAS, the Lessee has submitted a written proposal dated January 30, 2012, hereinafter referred to as the "Lessee's Proposal", which is incorporated by reference herein; and

WHEREAS, the County has determined that the Lessee's Proposal is recommended as being in the best interest of the County, and formed the basis for award of this Lease Agreement,

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

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

a) The words "Contract Manager" to mean Miami-Dade County's Director, Department of Internal Services, or the duly authorized representative designated to manage the Lease Agreement.

b) The word "County" to mean Miami-Dade County.

c) The word "Days" to mean Calendar Days.

d) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.

e) The words "Lease Agreement" or "Agreement" to mean collectively these terms and conditions, the Scope of Work (Appendix A), the Price Schedule (Appendix B), the Development Rider, (Appendix C); Site Map (Appendix D); RFP No. 797 and all associated addenda and attachments, the Lessee's Proposal, and all other attachments hereto and all amendments issued hereto.

f) The words "Lease Agreement Date" to mean the commencement date of this Lease Agreement, and shall begin on the date indicated in the first page of this Lease Agreement.

g) The words "Lease Agreement Year" to mean each twelve month period starting from the date on which this Lease Agreement is effective.

h) The word "Lessee" to mean US Soccer 5, LLC and its permitted successors and assigns.

i) The word "Property" to mean open grass space, approximately 45,000 sq ft. located at Amelia Earhart Park (401 E. 65th Street, Hialeah, FL, 33013) and as further detailed in Appendix D.

j) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.

k) The words "Scope of Work" to mean the document appended hereto as Appendix A, which details the work to be performed by the Lessee.

l) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Lessee, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Lessee and whether or not in privity of Lease Agreement with the Lessee.

m) The words "Work", "Services", or "Project" to mean all documentation and any items of any nature submitted by the Lessee to the County's Project Manager for review and

approval pursuant to the terms of this Lease Agreement, and all matters and things required to be done by the Lessee in accordance with the provisions of this Lease Agreement.

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

Property Description: The Park is located at Amelia Earhart Park (401 E. 65th Street, Hialeah, FL, 33013). The Property comprises open grass space and is approximately 45,000 square feet as further defined in Appendix D, Site Plan.

3. **Operations:** Except when and to the extent that the Complex may be untreatable by reason of damage by fire or other casualty, Lessee shall continuously and uninterruptedly use, occupy and operate for purposes outlined herein all of the Property other than any such minor portions thereof as are reasonably required for food and beverage concession, storage and office purposes, and such storage and office space shall only be used in connection with the business conducted by Lessee in the Complex; and will have on the premises adequately trained uniformed personnel for efficient service to customers.

4. **Limitations on Use:** Subject to Lessee's right to use the Property for the purposes specified in this Lease Agreement, Lessee shall not suffer or permit the Property or any part thereof to be used in any manner, or anything to be done therein, or suffer or permit anything to be brought into or kept therein, which would in any way (i) violate any legal requirements or insurance requirements; (ii) cause structural injury to the Property or any part thereof; (iii) constitute a public or private nuisance; (iv) impair the appearance of the Property; (v) materially impair or interfere with the proper and economic cleaning, heating, ventilating or air-conditioning of the Property or the proper and economic functioning of any other common service facility or common utility of the Property; (vi) impair or interfere with the physical convenience of any of the occupants of the Property; (vii) impair any of the Lessee's other obligations under this Lease Agreement or (viii) violate Article 7 of the Home Rule Charter.

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

6. **Non-Exclusivity:** This Lease Agreement is non-exclusive in character and in no way prevents the County from authorizing or offering competitive services, products or items by other vendors or others in other premises owned and operated by the County or from authorizing other unrelated concession services within the Park. The Lessee shall have no rights to any other location that may be made available by the County.

7. **Proposal Incorporated:** The Lessee acknowledges that it has submitted to the County a proposal ("Lessee's Proposal") that was the basis for the award of this Lease Agreement and

upon which the County has relied.

8. **Order of Precedence:** If there is a conflict between or among the provisions of this Lease Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) Appendices to these terms and conditions (the Scope of Work and Price Schedule) 3) the County's RFP No. 797 and any associated addenda and attachments thereof, and 4) the Lessee's Proposal.

9. **Appendices:**
The Appendices listed in this Paragraph and attached to this Lease Agreement are hereby incorporated in and made a part of this Lease Agreement:

Appendix A - Scope of Work
Appendix B - Price Schedule
Appendix C – PROS Development Rider
Appendix D – Site Map

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

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

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

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

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

11. **Term:** The County hereby grants a Lease Agreement to manage and operate for an initial term of ten (10) years, the premises described in this Lease Agreement to be operated as a

Complex. The term and commencement date of this Lease Agreement, herein referred to as the Lease Agreement Effective Date, shall begin on the date indicated in the first page of this Agreement, and shall end on the last day of the one-hundred and twentieth (120) month.

12. **Option to Renew:** The County, at its sole option, can renew the Lease Agreement for two (2) additional five (5) year renewal periods provided that there has been no default of the Lease Agreement by the Lessee. At least nine months before the end of the then current term the County may renew the Lease Agreement for the first five year period. Additionally, provided that there has been no default of the Lease Agreement, the County may renew the Lease Agreement for the second five year renewal period. All renewal periods shall run consecutively so as to make this Agreement continuous in its operation from beginning to its termination, for a period up to twenty (20) years.

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

13. **Security Deposit:** Prior to the start of the Lease Agreement, the Lessee shall furnish a Security Deposit in cash or cashier's check payable to the Board of County Commissioners, equal to $2,500.00. Redeemable at the end of the Lease Agreement term except for such conditions pertinent thereto, additionally, if the County must draw upon any amount owed to the County for this Lease Agreement, Lessee hereby agrees to restore the security to its original amount within seven (7) days of receiving notice by the County that the security was drawn upon. In the event the Lessee abandons its performance, the County will retain the security deposit. No interest on the Security Deposit will be owed to the Lessee.

14. **Initial Rent:** Lessee, in consideration of the use of the Property does hereby covenant and agree with the County to pay to the County without deduction or set off of any kind the sum as stated in Appendix B (plus tax) per month for the Initial Rent period on the first day of each month without billing. The obligation to pay the Initial Rent shall commence on the Lease Agreement Date and shall terminate upon the Date of Beneficial Occupancy, as defined in Article 15 Guaranteed Monthly Rent.

15. **Guaranteed Monthly Rent:** In consideration of the use of the Property, Lessee does hereby covenant and agree to pay to the County without deduction or set off of any kind the sum as stated in Appendix B (plus tax) per month as Guaranteed Monthly Rent. Payment of the Guaranteed Monthly Rent shall commence on the Date of Beneficial Occupancy, which shall be determined by the County, based on the earlier of:

(i) the date on which substantial completion of the Complex has occurred and the appropriate code enforcement agency has issued a Certificate of Occupancy (CO) or a Temporary Certificate of Occupancy (TCO) that enables the Lessee to occupy or utilize the Property in a manner for its intended use;

or

(ii) the date on which the Lessee commences the use of any substantial portion of the Property for its intended use.

However, in no event shall the Date of Beneficial Occupancy be later than twelve (12) months after NTP-2 date as identified in Appendix C – Construction Rider.

16. **Percentage of Monthly Gross Receipts – Percentage Fee:** In addition to the Guaranteed

Monthly Rent, Lessee agrees to pay to the County, monthly, an amount equal to the percentage of Monthly Gross Receipts as stated in Appendix B (plus tax) hereinafter referred to as "Percentage Fee" within 10 days following the end of each month during the term of this Lease Agreement.

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

18. **Additional Taxes:** If at any time during the term of this Lease Agreement or any renewal thereof, under the laws of the State of Florida, or any political subdivision thereof, a tax, charge, capital levy, or excise on rents (fixed minimum or additional) or percentage fees, or other tax (except income tax), however described, against the County on account of the rent or percentage fees payable herein, such tax, charge, capital levy, or excise on rents or other taxes shall be deemed to constitute real estate taxes on the Complex and the premises for the purposes of this Paragraph.

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

20. **Parks Foundation of Miami-Dade County:** "Operator agrees to donate net profits, not to exceed 5%, on an annual basis, to the Parks Foundation of Miami-Dade, to be restricted for the Department's soccer park improvements and/or soccer program enhancements as approved by the Director of the Department and the Parks Foundation of Miami-Dade Board of Directors on an annual basis." The donations shall be forwarded to:

Parks Foundation of Miami-Dade County
275 NW 2nd Street, Suite 546
Miami, FL 33128
Attn: Executive Director

21. **Late Payment Charge:** In the event that the Lessee fails to make any payments on time, by the due date, as required to be paid under the provisions of this Lease Agreement, a late payment charge of $100.00 per month shall be assessed. The right of the County to require payment of such late payment charge and the obligation of the Lessee to pay same shall be in addition to and not in lieu of the County's rights to enforce other provisions herein, including termination of this Lease Agreement, or to pursue other remedies provided by law.

22. **Application of Payments:** Payments are applied to any unpaid balance in the following manner. Any accrued late fees are first deducted from the payment. The remaining payment balance is then applied proportionately to the Guaranteed Monthly Rent, then Percentage Fee, including the associated sales and use tax. Any remaining balance in the payment will be applied to any other balance due.

23. **Worthless Check or Draft:** In the event that the Lessee delivers a dishonored check or draft to the County in payment of any obligation arising under this Lease Agreement, the County shall incur and pay a service charge of $10.00 or five percent (5%) of the face amount of the check, whichever is greater. For each such dishonored check, such payment shall be made

within not more than five (5) days from written notice of such default. Further, in such event, County may require that future payments required pursuant to this Lease Agreement be made by cashier's check or other means acceptable to County. A second such occurrence of dishonored check during the Lease Agreement term will be a breach of contract and, at the County's option, will constitute a default allowing termination.

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

Miami-Dade Parks, Recreation and Open Spaces Department
Financial Management Division
Accounts Receivable Section
275 N.W. 2nd Street, 3rd Floor
Miami, FL 33128

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

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

1. To the County:

a) To the Project Manager:

Miami-Dade County
Parks, Recreation and Open Spaces Department
275 N.W. 2nd Street, 5th Floor
Miami, Florida 33128
Attention: Director
Phone: (305) 755-7800
Fax: (305) 755-7946

b) To the Contract Manager:

Miami-Dade County
Internal Services Department,
Procurement Management Division
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974
Attention: Assistant Director
Phone: (305) 375-5548
Fax: (305) 375-2316

2. To the Lessee:

US Soccer 5, LLC
8011 SW 127th Avenue
Miami, FL 33183
Attn: Mr. Scott Georgeson, President
Phone: 561-289-4450
Email: scott.georgeson@soccer5usa.com

The County may alternatively provide notice by posting written notice on or at the Complex. If attempted delivery of such notice by mail is thwarted by any avoidance of receipt or

unavailability for receipt by the intended recipient, said notice will have the effect of being constructively received by the recipient.

26. **Interpretations:** This Lease Agreement and the Attachments hereto, and other documents specifically referred to herein, constitute the entire, fully integrated Lease Agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous verbal or written Lease Agreements between the parties with respect thereto, excepting any past or contemporaneous written or verbal Agreements expressly and clearly incorporated by reference within the four corners of this Lease Agreement. This Lease Agreement may be amended only by written document, properly authorized, executed, and delivered by both parties hereto. For the County, appropriate authorization shall be construed to mean the County Mayor (or designee) or the Contract Manager (or designee) within this Lease Agreement shall have approval authority or the Board of County Commissioners (as applicable). This Lease Agreement shall be interpreted as a whole unit and paragraph headings are for convenience only. The Lease Agreement shall not be construed in favor of one party or the other. All matters involving the Lease Agreement shall be governed by laws of the State of Florida.

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

28. **Gross Receipts:**

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

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

C. Lessee's Certification of Receipts: Lessee shall submit to County on or before the 10th day following the end of each month during the term of this Lease Agreement and on or before the

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

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

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

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

F. Audit of Lessee's Business Affairs and Records: County shall have the right to cause, upon five (5) business days' written notice to Lessee, a complete audit to be made by a designated external auditing firm or other certified public accounting firm selected by County, or the Audit and Management Services Department of the County. Lessee shall make all such records available for said examination at the Complex or at some other mutually agreeable location. If the result of such audit shall show that Lessee's statement of Gross Receipts for any period has been understated, Lessee shall pay County the amount due. If such understatement is three percent (3%) or more, Lessee shall pay County the cost of such audit in addition to any deficiency payment required, plus ten percent (10%) of any such deficiency, all of which shall

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

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

29. **New Construction:** The County's approval is required prior to all construction, all installation, and all use of facilities. All improvements shall become property of the County. All construction shall be accomplished in accordance with any applicable permitting requirements and the Development Rider in Appendix C.

30. **Condition of Leased Property:** Lessee hereby accepts the Leased property in the condition it is in at the beginning of this Lease Agreement. Any turf, lighting and fencing the Lessee introduces into Complex are not considered improvements and belong to the Lessee upon expiration or termination of this Agreement except as stated in Article 72, herein. The Lessee shall return the Property to its original state (except as stated in Article 72, herein). The Lessee shall construct any turf, lighting and fencing in accordance with the requirements of the Development Rider, Appendix C.

In the event the County wishes for Services to continue either through any arrangement made by the Lessee or if the County elects to contract with a different provider, the Lessee may make an arrangement with such provider to sell the turf, lighting and/or fencing upon written approval of the County. The Lessee is responsible for all matters concerning this arrangement and the County other than providing written approval accepts no responsibility concerning this arrangement.

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

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

A. Changes from originally approved specifications, pricing, activities, signage, and graphics.
B. Equipment Lessee plans to install requiring any building modifications.
C. Aesthetics of the Complex.
D. Any use of the County's facilities or Complex's name.
E. Hours of Operation.
F. Uniforms to be used by employees shall be consistent with or better than those normally

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

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

29. **New Construction:** The County's approval is required prior to all construction, all installation, and all use of facilities. All improvements shall become property of the County. All construction shall be accomplished in accordance with any applicable permitting requirements and the Development Rider in Appendix C.

30. **Condition of Leased Property:** Lessee hereby accepts the Leased property in the condition it is in at the beginning of this Lease Agreement. Any turf, lighting and fencing the Lessee introduces into Complex are not considered improvements and belong to the Lessee upon expiration or termination of this Agreement except as stated in Article 72, herein. The Lessee shall return the Property to its original state (except as stated in Article 72, herein). The Lessee shall construct any turf, lighting and fencing in accordance with the requirements of the Development Rider, Appendix C.

In the event the County wishes for Services to continue either through any arrangement made by the Lessee or if the County elects to contract with a different provider, the Lessee may make an arrangement with such provider to sell the turf, lighting and/or fencing upon written approval of the County. The Lessee is responsible for all matters concerning this arrangement and the County other than providing written approval accepts no responsibility concerning this arrangement.

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

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

A. Changes from originally approved specifications, pricing, activities, signage, and graphics.
B. Equipment Lessee plans to install requiring any building modifications.
C. Aesthetics of the Complex.
D. Any use of the County's facilities or Complex's name.
E. Hours of Operation.
F. Uniforms to be used by employees shall be consistent with or better than those normally

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

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

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

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

F. Audit of Lessee's Business Affairs and Records: County shall have the right to cause, upon five (5) business days' written notice to Lessee, a complete audit to be made by a designated external auditing firm or other certified public accounting firm selected by County, or the Audit and Management Services Department of the County. Lessee shall make all such records available for said examination at the Complex or at some other mutually agreeable location. If the result of such audit shall show that Lessee's statement of Gross Receipts for any period has been understated, Lessee shall pay County the amount due. If such understatement is three percent (3%) or more, Lessee shall pay County the cost of such audit in addition to any deficiency payment required, plus ten percent (10%) of any such deficiency, all of which shall

used by professionally-operated Complexes.

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

33. **Hours of Operation:** Operating hours for the Complex may vary and should be determined by the Lessee, subject to approval by the County. The Lessee shall provide sufficient staff to provide outstanding service. The County may require a change in hours of operation, if, in the reasonable discretion of the County, such a change is desirable in providing the best service to the public.

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

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

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

36. **Signs:** The nature, size, shape, and installation of Lessee's business signs within the Complex or in, on, or adjacent to the Complex or the Park must first be approved in writing by County. Said signage must also be approved by all governmental authorities having jurisdiction and must conform to the requirements set forth in Article 7 of the Miami-Dade Home Rule Charter. All signs shall be removed by the Lessee at the termination of the Lease Agreement and any damage or unsightly condition caused to premises because of or due to said signs shall be satisfactorily corrected or repaired by the Lessee.

37. **On-Site Manager/Designee:** Throughout the term of this Lease Agreement, the Lessee shall employ a qualified full-time on-site Complex Manager or Designee having experience in the management of this type of operation, who shall be available during normal business hours and on-call at all times, and be delegated sufficient authority to ensure the competent performance and fulfillment of the responsibility of the Lessee under this Lease Agreement and to accept service of all notices provided for herein.

38. **Quality of Lessee's Service:** The Lessee shall conduct its operations in an orderly manner

and so as not to annoy, disturb, or be offensive to customers, patrons, or others in the immediate vicinity of such operations.

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

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

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

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

39. **Monitoring Services:** The County shall have the right, without limitation, to monitor and test the quality of services of the Lessee, including, but not limited to, personnel and the effectiveness of its cash-handling procedures, through the use of a shopping service, closed circuit TV, and other reasonable means.

40. **Utility Services:** Lessee shall not place any unacceptable load or burden on the capacity of the applicable building systems and utility lines of the Park as determined either by the public utility providing such service or by County in the exercise of reasonable judgment. Lessee shall make all repairs caused by Lessee's negligence.

41. **Services/Equipment Provided by County:** The County shall provide access to the following as existing:

A. Electrical as existing
B. Water facilities as existing
C. Sewage collection facilities as existing
D. Waste collection – Additionally, County Parks staff will assist with trash disposal providing Lessee utilizes designated areas.

42. **Equipment and Service Provided by Lessee:**
The Lessee, at its sole cost, shall provide for the Complex:

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

operation of the Complex. The Lessee shall ensure monthly maintenance and necessary repairs are done for all equipment, as applicable.

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

Any equipment, furnishings, signage, and advertising installed by the Lessee shall be in compliance with Article 7 of the Home Rule Charter and in keeping with the appropriate standards of decor at the Park. Following the installation of any additional equipment, furnishing, and improvements which the County may approve from time to time, Lessee shall provide to the County a statement setting forth the cost of such equipment, furnishings, or improvements and the date upon which the installation of such equipment, furnishings, or improvements was completed.

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

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

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

45. **Hurricane Preparedness:** The Lessee shall follow the County's emergency evacuation and hurricane plan as set forth for the Park.

46. **Maintenance Responsibilities of Lessee, Appearance of Facility:** Lessee shall, at its sole cost and expense, keep and maintain the Complex in a clean and good condition. The provision of janitorial services and all interior maintenance within the Complex are the sole and exclusive responsibility of the Lessee. Upon failure of the Lessee to maintain the Complex as required in this Paragraph, County may, after fifteen (15) days written notice to the Lessee, enter upon the Complex and perform all cleaning, maintenance, and repairs which may be necessary and the cost thereof, plus 25% for administrative costs, shall constitute Percentage Fee(s), and shall be billed to and paid by the Lessee.

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

The Lessee does not have the power or authority to bind the County in any promise,

agreement or representation other than specifically provided for in this Lease Agreement.

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

49. **Inspection by County:** The County shall have the authority to make periodic reasonable inspections of all of the Complex, equipment, and operations during the normal operating hours thereof to determine if such are being maintained in a neat and orderly condition. The Lessee shall make any improvements in cleaning or maintenance methods reasonably required by the County. Such periodic inspections may also be made at the County's discretion to determine whether the Lessee is operating in compliance with the terms and provisions of this Lease Agreement.

50. **Right of Entry:** The County or any of its agents shall have the right to enter upon the Complex at all reasonable times, whether or not during normal business hours, to examine same and to make such repairs, alterations, replacements, or improvements in the Complex as the County deems necessary, but the County assumes no obligation to make repairs in the Complex other than those expressly provided for in this Lease Agreement. The County agrees, however, that any such repairs, alterations, replacements, or improvements shall be made with minimum amount of inconvenience to Lessee and that the County will diligently proceed therewith to completion. The County or the County's agents shall also have the right to enter upon the Complex at reasonable times to show them to actual or prospective mortgagees, tenants, or Lessees of the Complex. During the one hundred and eighty (180) days prior to the expiration of the term of this Lease Agreement, the County may show the Complex to prospective tenants. If, during the last ninety (90) days of the term of this Lease Agreement, Lessee shall have removed all or substantially all of Lessee's property there from, the County may immediately enter, alter, renovate, and redecorate the Complex without elimination or abatement or fee or other compensation and such action shall have no effect upon this Lease Agreement.

51. **Permits and Regulations:** Lessee covenants and agrees that Lessee will obtain any and all necessary permits and approvals and that all uses of the Leased Property will be in conformance with all applicable laws.

52. **Damage or Destruction of Property:** In all events, Lessee shall repair all damages to the property caused by the Lessee, its employees, agents, contractors, or sub-consultants. If the Complex is partially damaged, but not rendered unusable for the purposes of this Lease Agreement, the same shall with due diligence be repaired by the Lessee from proceeds of the insurance coverage and/or at its own cost and expense and a pro-rata adjustment of the Guaranteed Monthly Rent payable hereunder for the period of the Lessee's business interruption, may be made. If the damage shall be so extensive as to render such premises

unusable for the purposes intended, but capable of being repaired within thirty (30) days, the damage shall be repaired with due diligence by the Lessee from the proceeds of the insurance coverage policy and/or at its own cost and expense, and for the period of Lessee's business interruption a pro-rata adjustment may be made as to the Guaranteed Monthly Rent. In the event said premises are completely destroyed or so damaged that it will remain unusable for more than thirty (30) days, through no fault of the Lessee, its employee, agents, contractors or sub-consultants, the Lessee and the County shall be under no obligation to repair and reconstruct the premises, and adjustment of the Guaranteed Monthly Rent payable hereunder shall be proportionately made up to the time of such damage or destruction, and the portion of the Lease Agreement which pertains to such destroyed property shall cease and terminate, and all adjustments which are proper including restoration of the site to a clean , neat and usable condition shall be made accordingly. However, at the option of the County, and through negotiations pertaining to all matters for continuing the premises in a Lease Agreement, the Lessee may reconstruct the premises at its own cost.

53. **Repairs, Alterations and Additions by the County:** The County, as its responsibility, and at its expense (except if the damage is caused by Lessee, its employees, agents, or independent parties), shall make all repairs and replacements, structural and otherwise, necessary, or desirable in order to keep in good order and repair the foundations, roofs and structural soundness of floors and walls of the Common Areas of the Park, excluding the Complex.

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

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

54. **Diminution for County's Repair:** Except as elsewhere specifically provided in this Lease Agreement, there shall be no allowance to Lessee for a diminution of rental value and no

liability on the part of the County by reason of inconvenience, annoyance, or interference with Lessee's business arising from the County or its agents making any repairs, replacements, alterations, decorations, additions or improvements in or to any portion of the Park, or in or to fixtures, appurtenances or equipment thereof, provided such work (except in case of emergency and to the extent practical) does not unreasonably interfere with Lessee's use of the Complex.

55. **Performance of Obligations:** Lessee covenants at all times to perform promptly all of the obligations of Lessee set forth in this Lease Agreement.

56. **Ingress and Egress:** Subject to rules and regulations, statutes, and ordinances, and terms of this Lease Agreement governing the use of the Complex, Lessee, its agents and servants, patrons, and invitees, and its suppliers of service and furnishers of materials shall have right of ingress and egress to and from the premises.

57. **Assignment, Sub-Contracting and Successors in Interest:**

A. Lessee shall not assign, mortgage, pledge, nor otherwise encumber this Lease Agreement or any portion thereof, nor any property associated with this Lease Agreement without prior written approval of the County. Unapproved assignment, mortgaging, pledging, or encumbering shall be grounds for immediate termination of this Lease Agreement. It is agreed that all terms and conditions of this Lease Agreement shall extend to and be binding on assignees and other successors as may be approved by the County.

B. Lessee shall not enter into any sub-contracting Agreement for services required to be provided under this Lease Agreement without prior written approval of the County. Unapproved sub-contracting shall be grounds for immediate termination of this Lease Agreement. It is agreed that all terms and conditions of this Lease Agreement shall extend to and be binding on any sub-Lessees, including percentage payments on gross receipts as defined in this Lease Agreement. Lessee shall be liable for acts and omissions by any sub-Lessee affecting this Lease Agreement. The County reserves the right to directly terminate (and pursue any applicable remedy) any sub-Lessee of the Lessee for any cause for which Lessee may be terminated.

Any sub-contracting Agreement for Lease Agreement services must be made available and accounted for through the Lessee so as to provide seamless service to the public as if provided directly by the Lessee.

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

58. **Ownership of Lessee:** The ownership of the Lessee is very important to the County. Therefore, the County reserves the right to terminate this Lease Agreement at any time if more than 10% of the ownership of the Lessee has not been specifically approved by the County. The County shall reject any proposed new owner for any reason it believes is in the best interests of the public. Lessee agrees to provide on 24-hour notice to the County an accurate list of all owners of the Lessee, showing the percentage of ownership of each owner, and any change of corporate name or corporate ownership. Lessees, for which stock is listed

on a major stock exchange, may be wholly or partially exempted from the list requirement of this paragraph at the discretion of the County.

59. **Proprietary Information:** As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

60. **County's Property Insurance:** Any insurance the County may maintain shall not cover Lessee's improvements and betterments, contents, or other property of Lessee. Lessee shall not violate, or permit the violation of, any condition imposed by any of the County's insurance policies, and shall not do, or permit anything to be done, or keep or permit anything to be kept in the Complex which would increase the fire or other property or casualty insurance rate on the building or buildings in which the Complex is located or the property therein over the rate which would otherwise then be in effect (unless Lessee pays the resulting increased amount of premium as provided under the further terms hereof), or which would result in insurance companies of good standing refusing to insure the same or any of such property in amounts and at normal rates reasonably satisfactory to the County. If, by reason of any act or omission on the part of Lessee, the rate of property insurance on the Complex or the Park or equipment or other property of the County shall be higher than it otherwise would be, Lessee shall reimburse the County, on demand, for that part of the premiums for property insurance paid by the County because of such act or omission on the part of Lessee, which sum shall be deemed Percentage Fee for purposes of collection only.

61. **Indemnification and Insurance:** The Lessee shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Agreement by the Lessee or its employees, agents, servants, partners, principals or subcontractors. The Lessee shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Lessee expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Lessee 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 Lessee shall furnish to Miami-Dade County, Internal Services Department - Procurement Management 111 N.W. 1st Street, 13th Floor, Miami, Florida 33128, Certificate(s) of Insurance evidencing insurance coverage that meets the requirements outlined below:

A. Worker's Compensation Insurance as required by Chapter 440, Florida Statutes.

B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 per occurrence for Bodily Injury and Property Damage combined. 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 per occurrence for Bodily Injury and Property Damage combined.

DESIGN STAGE
In addition to the insurance required in (A) – (C) above, a certificate of insurance must be provided as follows:

D. Professional Liability Insurance in the name of the Lessee or the licensed design professional employed by the Tenant in an amount not less than $1,000,000 per claim.

CONSTRUCTION PHASE (IF APPLICABLE)
In addition to the insurance required in (A) – (D) above, the Lessee may be required to provide, as determined in the sole discretion of the County, or cause its contractors to provide policies indicating the following type of insurance coverage prior to commencement of construction:

E. Completed Value Builders' Risk Insurance on an "all risk" basis in an amount not less than one hundred (100%) percent of the insurable value of the building(s) or structure(s). The Policy will name Miami-Dade County as a Loss Payee.

OPERATION PHASE
In addition to the insurance required in (A) – (C) above, the following coverage may be required if applicable:

F. Property Insurance Coverage on an "All Risk" basis in an amount not less than one hundred (100%) percent of the replacement cost of the building or structure. Miami-Dade County must be named a Loss Payee with respect to this coverage.

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

All insurance policies required above shall be issued in companies authorized to do business under the laws of the State of Florida, with the following qualifications as to management and financial strength:

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

or

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

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

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

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

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

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

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

62. **Liability for Damage or Injury:** The County shall not be liable for damage or injury which may be sustained by any party or persons at the Complex other than the damage or injury if and to the extent caused solely by the negligence of the County, its agents and employees while in the course of County business, and as limited by Section 768.28, Florida Statutes.

63. **No Liability For Personal Property:** All personal property placed or moved in the Leased property above described shall be at the risk of Lessee or the owner thereof. County shall not be liable to Lessee or any third party for any damage to said personal property unless caused solely by negligence of County, County's agents or employees, subject to all limitations of Florida Statutes, Section 768.28.

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

b) The Lessee shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third

party proprietary rights, by the use or supplying of any wall murals, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Work furnished hereunder. Accordingly, the Lessee at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

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

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

65. Manner of Performance:

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

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

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

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

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

66. Severability:

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

provision.

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

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

B. Termination after seven (7) calendar days written notice by the County either by posting on or at the Complex and by certified or registered mail to any known address of Lessee set forth in this Lease Agreement hereof for doing any of the following:
   i. Non-payment of any sum or sums due hereunder after the due date for such payments; provided, however, that such termination shall not be effective if Lessee makes the required payment(s) during the seven (7) calendar day period following mailing of the written notice. Additionally, the County may sue for Guaranteed Monthly Rent and Percentage Fee for the unexpired term of this Lease Agreement.
   ii. Notice of any condition posing a threat to health or safety of the public or patrons and not remedied within the seven (7) calendar day period from receipt of written notice.

C. Termination after fourteen (14) calendar days from receipt by Lessee of written notice having either been posted on or at the Complex or by certified or registered mail to the address of the Lessee set forth in this Lease Agreement:
   i. Non-performance of any covenant of this Lease Agreement other than non-payment of rent or performance fees and others listed in A and B above, and failure of the Lessee to remedy such breach within the fourteen (14) calendar day period from receipt of the written notice.

D. Revenue Control and Audit Defaults: The inability or failure of the Lessee to provide the County with an unqualified certified statement of Gross Sales, or to strictly adhere to the revenue control procedures established in this Lease Agreement shall constitute a non-curable default and in such event the County shall have the right to terminate this Lease Agreement upon seven (7) calendar days written notice to the Lessee. In addition to termination for such default, the County shall be entitled to collect damages in the full amount of the payments of the security deposit required in this Lease Agreement.

E. Habitual Default: Notwithstanding the foregoing, in the event that the Lessee has repetitively defaulted or breached four (4) times within a 12 month period, in the performance of or breached any of the terms, covenants and conditions required herein to

be kept and performed by the Lessee, regardless of whether the Lessee has cured each individual condition of breach or default as provided herein above, the Lessee may be determined by the County to be an "habitual violator". At the time that such determination is made, County shall issue to the Lessee a written notice advising of such determination and citing the circumstances therefore. Such notice shall also advise the Lessee that there shall be no further notice or grace periods to correct any subsequent breaches or defaults and that any subsequent breach(es) or default(s), of whatever nature, taken with all previous breaches and defaults, shall be considered cumulative and, collectively, shall constitute a condition of non-curable default and grounds for immediate termination of this Lease Agreement. In the event of any such subsequent breach or default, County may cancel this Lease Agreement upon the giving of written notice of termination to the Lessee, such cancellation to be effective upon the tenth (10th) day following the date of receipt thereof and all payments due hereunder shall be payable to said date, and the Lessee shall have no further rights hereunder. Immediately upon receipt of said notice of termination, the Lessee shall discontinue its operations at the Complex, and proceed to remove all its personal property in accordance with this Lease Agreement.

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

68. **Event of Default:**

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

i. failure by Lessee to pay any Payment to the County if such failure continues for ten (10) days after receipt by Lessee of written notice from County specifying such default; or,

ii. failure by Lessee to perform or observe any of Lessee's non-monetary covenants contained in this Lease within thirty (30) days after receipt by Lessee of written notice from County specifying the failure (or such additional period, if any, as may be reasonably required to cure the failure if the failure reasonably cannot be cured within a thirty (30) day period, provided Lessee commences to cure within 30 days after receipt of notice and thereafter diligently pursues such cure to completion); or

iii. the Lessee has not delivered Work on a timely basis;

iv. the Lessee has refused or failed to supply enough properly skilled Staff Personnel;

v. the Lessee has failed to make prompt payment to subcontractors or suppliers for any Work;

vi. the Lessee has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Lessee's creditors, or the Lessee has taken advantage of any insolvency statute or debtor/creditor law or if the Lessee's affairs have been put in the hands of a receiver;

vii. the Lessee has failed to obtain the approval of the County where required by this Lease Agreement;

viii. the Lessee has failed to provide "adequate assurances" as required under section "B" below; or

ix. the Lessee has failed in the representation of any warranties stated herein.

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

i. treat such failure as a repudiation of this Lease Agreement; and

ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Work or any part thereof either by itself or through others.

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

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

70. **Remedies in the Event of Default:** If an Event of Default occurs, the Lessee shall be liable for all damages resulting from the default, including; but not limited to:

a) lost revenues;

b) the difference between the cost associated with procuring Work hereunder and the amount actually expended by the County for re-procurement of Work, including procurement and administrative costs; and

c) such other direct damages.

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

71. **Termination and Suspension of Work:**
A. The County may immediately terminate this Lease Agreement if an individual or

corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.

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

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

72. **Termination by Lessee:** Lessee shall have the right upon thirty (30) calendar days from receipt of written notice to the County by certified or registered mail to the address set forth in this Lease Agreement to terminate this Lease Agreement without penalty due to a business decision made by the Lessee that the Program is not financially feasible, and in that instance the Complex and all infrastructure (including turf, lighting and fencing) becomes property of the County. Lessee shall have the right upon thirty (30) calendar days from receipt of written notice to the County by certified or registered mail to the address set forth in this Lease Agreement to terminate this Lease Agreement at any time after the occurrence of one or more of the following events:

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

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

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

74. **Termination of Contract:** Following the termination of this Lease Agreement the Lessee, within fifteen (15) calendar days, or earlier if determined by the County, shall forthwith remove all of its personal property not acquired under the terms of this Lease Agreement. Any personal property of Lessee not removed in accordance with this paragraph may be removed by the County for storage at the cost of the Lessee or shall constitute a gratuitous transfer of

title thereof to the County for whatever disposition is deemed to be in the best interests of the County. The County shall not be liable to Lessee for the safekeeping of Lessee's personal property during or after termination of this Lease Agreement. The County shall have the senior interest in the Lessee's personal property. Lessee shall not remove any equipment, supplies in bulk, or fixtures within the Complex at any time without pre-approval in writing from the County. Lessee shall be liable to the County for the fair market value of any equipment, supplies in bulk, or fixtures removed without County pre-approved written permission. Lessee shall also be liable for any expenses incurred by the County in prosecuting any action against Lessee following unapproved item removal described above. Lessee shall also be liable to the County for any expenses incurred by the County in replacing any items wrongfully removed by Lessee. It is the intention of the parties to this Lease Agreement that all furnishings and equipment purchased or Leased by the Lessee except those permanently affixed to buildings, as defined under the laws of the State of Florida, shall be the personal property of the Lessee. Upon the termination of this Lease Agreement and the removal of all personal property by Lessee, the Lessee shall deliver said premises to the County in the condition set forth in this Paragraph. The County reserves the right to avail itself of all remedies and procedures contained in Chapter 83 of the Florida Statutes regarding County/Tenant provisions for eviction and Chapter 51 of Florida Statutes regarding summary proceeding.

75. **Holding Over:** If Lessee continues to use and operate the Complex after the expiration of the term of this Lease Agreement, or any option period, without a new Lease Agreement reduced to writing and duly executed and delivered (even if Lessee shall have paid, and County shall have accepted, payment in respect to such unauthorized operations), Lessee shall be deemed to be operating and using the Complex only from month-to-month, subject to all covenants, conditions, and agreements of this Lease Agreement. If Lessee fails to surrender the Complex upon the termination of this Lease Agreement, then Lessee, in addition to any liabilities to County accruing there from, shall indemnify and hold harmless the County and its assigns and agents from loss or liability resulting from such failure, including, without limiting the generality of the foregoing, any claims made by any succeeding Lessee on such failure.

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

77. **Lien:** The County shall have a lien upon all personal property of the Lessee on the Complex to secure the payment to the County of any unpaid money accruing to the County under the terms of this Lease Agreement.

78. **Limiting Legislative or Judicial Action:** In the event that any municipal, county, state, or federal body of competent jurisdiction passes any law, ordinance, or regulation in any way restricting or prohibiting the use of the Park for the purposes of this Lease Agreement, this Lease Agreement will be null and void and unenforceable by any party to this Lease Agreement and the County shall have no further liability under this Lease Agreement. In the event that a referendum vote of the electorate of the County in any way restricts or prohibits the use of the Complex for the purposes of this Lease Agreement, this Lease Agreement will be null and void and unenforceable by any party to this Lease Agreement and the County shall have no further liability under this Lease Agreement. If the County deems the Lease

Agreement null and void by function of this Paragraph, the County will not be liable to the Lessee for damages arising there from and the County shall have no further liability under this Lease Agreement.

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

i. No person on the ground of race, color, religion, national origin, sex, sexual orientation, age, residency within or outside Miami-Dade County, or handicap shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said Complex, except as provided by law.

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

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

iv. In the event of breach of any of the above non-discrimination covenants, the County shall have the right to terminate the Lease Agreement and re-enter and repossess said Complex thereon and hold the same as if said Lease Agreement had never been made or issued. This provision shall not be effective, where applicable, until the procedures of Title 45, Code of Federal Regulations, Part 80, are followed and completed including exercise or expiration of appellate rights.

v. The Lessee shall not discriminate against any employee or applicant for employment in the performance of the Lease Agreement with respect to hiring, tenure, terms, conditions, or privileges of employment because of age, sex or physical handicap (except where based on a bona fide occupational qualification); or because of marital status, color, religion, national origin, or ancestry.

80. **Conflict of Interest:**
The Lessee represents that:

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

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

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

ii) is an employee, agent, advisor, or consultant to the Lessee or to the best of the Lessee's knowledge any subcontractor or supplier to the Lessee.

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

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

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

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

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

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

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

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

Guaranteed Monthly Rent and Percentage Fee.

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

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

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

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

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

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

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

E. The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Lessee's performance or any Deliverable meets the requirements of this Lease Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed

subject to review, or by any termination or cancellation of the Lease Agreement. All such disputes shall be submitted in writing by the Lessee to the County Mayor for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Paragraph, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Lessee. Except as such remedies may be limited or waived elsewhere in the Lease Agreement, Lessee reserves the right to pursue any remedies available under law after exhausting the provisions of this Paragraph.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

92. **Inspector General Reviews:**

Independent Private Sector Inspector General Reviews

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

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract

shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Lessee. The audit cost shall also be included in all change orders and all contract renewals and extensions.

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

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

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

93. Vendor Registration and Forms/Conflict of Interest:

a) Conflict of Interest

Section 2-11.1(d) of Miami-Dade County Code requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or

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

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

1. ***Miami-Dade County Ownership Disclosure Affidavit***
(Section 2-8.1 of the County Code)

2. ***Miami-Dade County Employment Disclosure Affidavit***
(Section 2.8-1(d)(2) of the County Code)

3. ***Miami-Dade Employment Drug-free Workplace Certification***
(Section 2-8.1.2(b) of the County Code)

4. ***Miami-Dade Disability and Nondiscrimination Affidavit***
(Section 2-8.1.5 of the County Code)

5. ***Miami-Dade County Debarment Disclosure Affidavit***
(Section 10.38 of the County Code)

6. ***Miami-Dade County Vendor Obligation to County Affidavit***
(Section 2-8.1 of the County Code)

7. ***Miami-Dade County Code of Business Ethics Affidavit***
(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)

8. ***Miami-Dade County Family Leave Affidavit***
(Article V of Chapter 11 of the County Code)

9. ***Miami-Dade County Living Wage Affidavit***
(Section 2-8.9 of the County Code)

10. ***Miami-Dade County Domestic Leave and Reporting Affidavit***
(Article 8, Section 11A-60 11A-67 of the County Code)

11. ***Subcontracting Practices***
(Ordinance 97-35)

12. ***Subcontractor /Supplier Listing***
(Section 2-8.8 of the County Code)

13. ***Environmentally Acceptable Packaging***
(Resolution R-738-92)

14. ***W-9 and 8109 Forms***
(as required by the Internal Revenue Service)

15. ***FEIN Number or Social Security Number***
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
   - Identification of individual account records
   - To make payments to individual/Contractor for goods and services provided to Miami-Dade County
   - Tax reporting purposes
   - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records

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

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

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

94. E-Verify

Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of (a) all persons employed by the Contractor to perform employment duties within Florida during the term of the Agreement; and

(b) all persons (including subcontractors/subconsultants/subvendors) assigned by the Contractor to perform Work pursuant to the Agreement with the County. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Agreement is a condition of the Agreement with the County.

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

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

Lessee

By: _____

Name: SCOTT GEORGESON

Title: PRESIDENT

Date: 7/31/12

Attest: _____
Corporate Secretary/Notary Public

7/31/12

Corporate Seal/Notary Seal

DANIEL BURDAK
Notary Public - State of Florida
My Comm. Expires Nov 11, 2012
Commission # DD 836770
Bonded Through National Notary Assn.

Miami-Dade County

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____
Clerk of the Board

_____
Approved by County Attorney as to form and legal sufficiency

Appendix A – Scope of Work

1.0 Background

Miami-Dade Parks, Recreation and Open Spaces (PROS) is one of the busiest and largest leisure service agencies in the United States. Each year, 25 million people use PROS's system to safely recreate, enjoy nature, become more physically fit, and to connect with neighbors, friends, and pets. PROS currently has an inventory of forty-five (45) regulation soccer fields. In addition, a mini-soccer complex with five full-sized soccer fields, four state-of-the-arts 5 vs. 5 soccer fields, a walking trail, stage area, a soccer village, bleachers, and car parking is independently operated at Kendall Soccer Park through a lease agreement. A number of organizations have partnership agreements to operate youth soccer leagues and tournaments at County soccer fields year round. There are more than 10,000 children that play soccer as part of a community-based organization (CBO) program and more than 5,000 adults that play in various adult leagues.

2.0 Scope

The Lessee shall develop and operate a Mini-Soccer Complex at a designated approximately 45,000 square foot open space at Amelia Earhart Park located at 401 E. 65 Street, Hialeah, FL, 33013. The Lessee shall provide all financing associated with the development of such Mini-Soccer Complex in accordance with and as stated in this Agreement.

The Lessee shall provide a safe, high quality and customer-oriented operation with well-maintained equipment and experienced staff, and offer diverse programs and services normally associated with the soccer industry.

2.1 Site Description

Tropical Park has the geographic capacity and existing infrastructure (parking, utilities and/or restrooms) in close proximity or adjacent to the identified development sites. The sites are provided in as-is condition.

All information provided by PROS (such as site maps, surveys, etc.) is for information and reference purposes only; it is the Lessee's responsibility to conduct all due diligence and verify field conditions.

2.2 Site Maps

The site map for this facility is included as Appendix D.

2.3 Qualifications

The Lessee shall have diverse experience in the development and operation of mini-soccer programs, including 5 vs. 5 mini-soccer; knowledge of business operations and the legal requirements associated with this type of operation; knowledge and ability to install and maintain at least four (4) 5 vs. 5 mini-fields; knowledge and ability to install and maintain according to field specifications any turf, fencing, boards, netting, as appropriate, and lighting; experience in the design, permitting, construction, and operation of a Complex and adequate financial capacity to develop the site and maintain operations

2.4 Design

The Lessee shall develop site plans for the Complex that best utilizes the space of the park, is consistent with the theme of the park, and fully complies with all applicable building and zoning codes and PROS's current Development Rider (see Appendix C). The Lessee shall also obtain all necessary approvals and permits for construction and infrastructure improvements, as applicable.

Initially, the Lessee shall have constructed four (4) "mini-soccer" fields; with each field approximately 30 yards x 40 yards. Depending on the success of the program, the Lessee shall have constructed additional fields at the Site. The actual number of fields and field specifications for any site shall be determined by the Lessee, subject to PROS approval. The Lessee shall provide turf comparable to the type typically utilized for these types of fields.

2.5 Construction and Facility Improvements

The Lessee shall construct fields, install appropriate lighting and irrigation systems, as applicable, and improve the site as necessary, with supporting infrastructure required for a successful mini-soccer operation, such as a concession area, restrooms, locker rooms, office space, and parking (hereinafter referred to collectively as "improvements"). Concessions may include, but are not limited to, sale of food, beverages, or sports/recreational merchandise, and rental of the latter. The Lessee may request use of existing facilities (where applicable) or shall include the improvements as part of its capital development plan.

The Lessee shall:

1. Select a contractor(s) in accordance with F.S. Section 255.20 and perform all construction and improvements in compliance with all applicable building codes (including Florida Building Code Chapter 11 ADA), Miami-Dade County Implementing Order 8-8 Sustainable Buildings Program, and PROS's Development Rider. The Lessee shall obtain all necessary permits and approvals. PROS approval of the design and plans must be obtained prior to submission to the applicable building and/or zoning department.

2. Develop a final comprehensive timeline for the development of the supporting infrastructure, including the construction phase schedule and cost estimates for the supporting infrastructure and the required furnishings, fixtures and applicable equipment. *The timeline and cost estimates are due to the County within 30 days after approval of the Lessee's design and concept.*

3. Assume all costs associated with the improvements and installations. All such improvements and installations shall become the property of the County upon completion of construction, which shall be upon the time that Lessee places the field in operation (Beneficial Occupancy).

4. It is anticipated that the construction shall be complete and operations of the Complex begin no later than 12 months after obtaining all required permits. In case delays are beyond the control of the Lessee, the County may, at its sole discretion, grant a written extension.

5. Obtain a payment and performance bond for all construction in accordance with F.S. Section 255.05.

2.6 Operation and Quality of Services

The Lessee shall operate a high quality and customer-oriented mini-soccer program in a manner normally associated with this industry, which includes:

Appendix A – Scope of Work

1. Provide an operation that is safe and customer-oriented with prompt complaint resolution by well-trained and professional staff.

2. Provide high quality customer service and reasonably adjust program and service offerings to meet customer demands, including establishing regular hours of operation and a program schedule prior to each soccer season, subject to approval by PROS.

3. Provide all services and concessions at fees and prices approved by PROS. Such services, types of concessions, and charges may be modified only by written request of the Lessee to PROS and upon approval by PROS. Such approval shall be in writing at least 30 days prior to implementation of the modification.

4. Pay for all operating expenses, including utilities, associated with the day-to day operations of the Complex.

5. Install and maintain signage as approved by PROS. At a minimum, signage shall include hours of operation, fees, and required safety guidelines.

6. Supply and maintain an Operations manual to be approved by PROS.

7. Have an emergency evacuation plan and hurricane plan, to include how the Lessee shall secure the site in the event of a hurricane.

8. Ensure that employees are distinctively uniformed so as to be distinguishable as the Lessee staff and not PROS employees.

9. Promote other parks' offerings (other Complexes) through marketing and the quality provision of all concession services with the highest level of service to the public.

10. Ensure the Complex remains in safe, clean, and usable condition on a daily basis, to include, but not be limited to, maintaining all athletic field turf, equipment, fencing, and the concession area, as well as performing regular trash removal, mowing, line-trimming, chemical treatment application of the soccer fields and associated grounds, etc., as applicable, at its own expense.

11. Take proper care of the facilities/maintenance of fields and use the same in a careful manner and shall, at its own expense, repair County property or facilities damaged by its (or its subcontractors') operations.

12. Store equipment on site in designated areas only. The County will not be responsible for any loss or damage of the Lessee's equipment or supplies.

13. Provide a concession operation during normal hours to serve park patrons.

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

15. Develop a process for coordinating requests from the public or outside entities requesting use of the Complex (e.g., for games, tournaments, or training purposes).

16. Provide free mini-soccer clinics annually, organized by the Lessee, in coordination with PROS.

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

18. Provide additional services (and any associated fees) by mutual agreement of the Lessee and PROS.

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

C) All activities and operations of the Lessee must conform to and comply with Chapter 26, Park and Recreation Rules and Regulations and Article 7 of the Charter of Miami-Dade County, as may be amended, as well as the applicable rules and regulations of the respective parks.

2.7 Background Screening

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

Appendix B – Payment Schedule

Amelia Earhart Park

The Lessee shall make payments as stated below:

A. Payment - Initial Rent (as stated in Article 14 of Agreement):

The Lessee shall pay the County one hundred eighty-six dollars ($186.00) per month.

Such Initial Rent shall be received by the County from the Lessee by the first day of the month in advance, without billing, from the Lease Effective Date to the Date of Beneficial Occupancy, as defined in Article 15 of the Agreement.

B. Payment - Guaranteed Monthly Rent (as stated in Article 15 of Agreement):

The Lessee shall pay the County monthly as stated below:

1) First Year starting on first day of Date of Beneficial Occupancy	$500 per month.
2) Second through Sixth Year following Date of Beneficial Occupancy	$1,000 per month*.
3) Starting Seventh Year following Date of Beneficial Occupancy and until completion of the initial ten (10) year term	$1,500 per month*.

* Starting Year 2 after Date of Beneficial Occupancy or thereafter, should Total Annual Revenues** to Lessee equal $393,000 or more the Guaranteed Monthly Rent will increase to $2,000 per month.

* Starting Year 4 after the Date of Beneficial Occupancy or thereafter, should Total Annual Revenues** to Lessee equal $550,000 or more the Guaranteed Monthly Rent will increase to $2,500 per month.

* Starting Year 6 after the Date of Beneficial Occupancy or thereafter, should Total Annual Revenues** to Lessee equal $691,000 or more the Guaranteed Monthly Rent will increase to $3,000 per month.

** Total Annual Revenues to mean the total revenues earned by Lessee in a Lease Agreement Year as defined in the Agreement.

Such Guaranteed Monthly Rent shall be received by the County from the Lessee by the first day of the month in advance, without billing, from the Date of Beneficial Occupancy through the termination date of the Agreement or through the initial ten year Agreement.

C. Percentage of Monthly Gross Receipts (as stated in Article 16 of Agreement):

The Lessee shall also pay to the County a percentage of the total Monthly Gross Receipts (as defined in Article 27 of the Agreement) as follows:

1) Years 1 through 6 - 7%
2) Years 7 through 10 – 8%

Such Percentage of Monthly Gross Receipts shall be forwarded by the Lessee to the County by the tenth (10^{th}) of the month for each preceding month.

Appendix C
DEVELOPMENT RIDER

Facility Site: Amelia Earhart Park (401 E. 65th Street, Hialeah, FL, 33013)

Project: Development and Operation of Mini-Soccer Complex

This Development Rider is attached to and hereby made a part of the Lease Agreement and shall govern the development of a Mini-Soccer Complex at Amelia Earhart Park (the "Facility") within the site set forth in Appendix D – Site Area Map). Words and phrases used in this Development Rider shall have the same meaning as in the Lease Agreement unless specifically provided otherwise. If there is any conflict between the provisions of this Development Rider and the provisions of the terms and conditions of the Lease Agreement, the terms and conditions of the Development Rider will prevail.

A Project Manager ("PM") shall be assigned by the Miami-Dade County Park, Recreation and Open Spaces Department (the "Department") to represent Miami-Dade County. The PM shall monitor compliance with the terms and conditions of the Development Rider; coordinate reviews, comments and approvals; attend design phase and construction meetings; and provide periodic inspections to monitor compliance with the Scope of Work and schedule during design, construction, and close-out of the Facility.

Lessee's requests for modifications to the Final Plans and/or schedule during any phase of the development process must be submitted in writing to the PM with sufficient documentation to justify said request. The Department will consider the information provided and any mitigating circumstances prior to approving or rejecting said requests.

I. LESSEE'S OBLIGATIONS TO DEVELOP THE FACILITY SITE

The construction of the turf, lighting and fencing as well as any improvements the Lessee develops at the Facility Site shall be designed and constructed in accordance with the provisions of the Lease Agreement. Lessee shall complete all construction and improvements pursuant to the design and construction defined in Lessee's Proposal and as approved by the County.

Lessee understands and agrees that all costs associated with the design, development, permitting, construction and close-out of the Facility, and any off-site improvements, shall be the sole responsibility of the Lessee. Prior to commencing construction, the Lessee shall provide proof, in a manner sufficient to satisfy the County, that the Lessee obtained the necessary funds to complete the approved Facility.

The Lessee shall maintain all files, records, accounts of expenditures for the Facility and improvements, including improvements performed by Lessee's subcontractor's, in a local office within Miami-Dade County. The County shall have access to such records as provided in the Lease Agreement.

The Mini-Soccer Complex shall have a total footprint area of approximately forty-five thousand (45,000) square feet at total build-out.

The Lessee shall, upon execution of the Lease Agreement, and prior to preparing the Final Plans (as defined elsewhere in the Agreement) and specifications, shall submit a Critical Path Method (CPM) schedule for the entire scope of the Facility along with the phasing plan and receive approval from the County. Such approval from the County shall not be unreasonably withheld or delayed. The schedule shall be updated and submitted to the County with the Conceptual, Preliminary, and Final Plans and as requested by the County. The terms and conditions of this Development Rider, in its entirety, shall apply to all construction.

The Lessee shall remit to the County a fee for the Project Management (PM) ("PM Fee Payment") that shall not exceed 1.5% of the Total Development Cost of each Facility. The total PM Fee Payment shall be

subject to an adjustment at the end of construction or upon Termination of the Lease Agreement, whichever occurs first, when the actual Total Development Cost of each phase is confirmed, to be based on an audit conducted at the expense of the Lessee.

The Lessee shall cooperate and shall cause its consultants and contractors to cooperate with the County's Sustainability Manager to incorporate green building practices into the planning and design of the Facility, pursuant to County Ordinance Number 07-65 concerning the County's Sustainable Buildings Program. The Lessee shall include in its contracts for services associated with this Project a provision that each subcontractor shall comply with all requirements of the County's Sustainable Building Program.

The Lessee shall, upon execution of the Lease Agreement, and prior to preparing the Final Plans (as defined elsewhere in this document) and specifications, through the Department, initiate contact and confer with the Art in Public Places (APP) Representative to review the applicability of an art component to the Facility. Should Art in Public Places determine that the installation of an art component is applicable to this Facility based on the provisions of Section 2-11.15 of the Miami-Dade County Code and subsequent amendments and guidelines, and should it decide to pursue said installation, the Lessee shall further confer with the Arts in Public Places Representative to develop a concept for art appropriate to the Facility, and the Art in Public Places Professional Advisory Committee as to the type(s) of art, location(s) and possible artist(s). The Director of the Arts in Public Places program shall approve the final concept and location. The Art in Public Places Trust will make the final choice of the artist(s), upon recommendation of the Art in Public Places Professional Advisory Committee. As part of its Master Plan, Art in Public Places encourages and will give preference to collaborative projects between artist(s) and the Lessee to promote the integration of artwork and site. Such collaborative efforts shall include the active involvement of both the Lessee and the artist(s) during design development of the Project. The Lessee shall coordinate the installation of anchorages, special lighting, or plumbing or other utility or installation and connections as required for the proper installation of the artwork in accordance with the artist's concept(s) as part of the services under this Lease Agreement.

Should the Art in Public Places fee be assessed against this Lease Agreement, the Lessee shall at its sole cost expend one-and-a-half-percent (1.5%) of the cumulative design and construction cost for the refurbishment of existing works of art at the Facility and/or for the commissioning of new works of art. All aspects concerning the acquisition of new works of art or the removal and/or relocation of existing works of art located within the Facility shall comply with the Art in Public Places (APP) ordinance and the program Master Plan & Implementation Guidelines as are appropriate in the determination of the County. The Lessee may be requested to assign a representative to act as a liaison with APP for purposes of implementing the requirements set forth herein. The County reserves the right to make final determination on how the funds appropriated for APP are expended.

1. Site Conditions. The Lessee accepts complete responsibility for all conditions encountered at the Facility Site, including, without limitation, unforeseen site conditions, subsurface or otherwise concealed physical conditions which differ materially from those indicated or assumed in any of the construction plans, unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in the type of construction involved in the project, and any dewatering activities necessary to construct the facility. The Lessee shall be responsible for the removal or relocation of man-made obstructions, abandoned foundations, utilities, and natural obstructions required for the completion of the Facility. The Lessee shall also be responsible for any and all site conditions, including environmental conditions, caused, disturbed, or exacerbated by the construction and agrees to be responsible for and pay for all environmental remediation work that is required to be performed resulting from the construction of the Facility. In the event Lessee finds that there are environmental conditions that adversely impact the financial feasibility of the Project and require the expenditure of additional capital, Lessee shall provide County with any and all reports resulting from Lessee's inspection of the Property. The Lessee further agrees not to initiate any claims or suits against the County relating to any site condition,

including environmental conditions, and to indemnify, defend and hold harmless the County from and against any claims arising from an environmental condition caused or exacerbated by the Lessee in the construction of the Facility.

2. Time of the Essence. The timely completion of all activities set forth below, and the milestones set forth in the Development Schedule for each phase is of the essence. A material failure to meet those deadlines, as the same may be extended by written agreement of the parties, may be a breach of this Agreement.

A. Conceptual Plans. The Department shall review the conceptual plans and CPM schedule submitted for each phase as part of the Lessee's Proposal for the aesthetics, design, and construction of the Facility (hereinafter referred to as the "Conceptual Plans"), for substantial compliance with the RFP and the provisions of this Lease Agreement. If the County has any comments and/or proposed modifications to the Conceptual Plans, the County shall provide comments and/or proposed modifications in writing to the Lessee within 30 calendar days from the Lease Effective Date. The comments and proposed modifications shall be addressed by Lessee in developing the Preliminary Plans, as described below. Lessee shall incorporate said comments into a set of revised Conceptual Plans to be reviewed and approved by the County.

Prior to commencing the development of the Preliminary Plans for each phase, the Lessee shall schedule and coordinate a kick-off meeting with the PM to review the Development Schedule including start and completion dates as well as major milestones and the Total Development Cost estimate.

B. Preliminary Plans and Specifications. Within 60 calendar days after approval of the Conceptual Plans for each phase, unless a written request for extension has been received and approved by the PM, Lessee, at its cost, shall prepare and deliver to the Department an updated CPM schedule and five (5) sets of preliminary plans and a computer-aided design and drafting (CADD) file for the construction of the Facility prepared by an architect and/or engineer Leased to practice as such in Florida (hereinafter referred to as "Preliminary Plans"). The Preliminary Plans shall include the Total Development Cost Estimate and updated Development Schedule and show, without limitation; site plans; architectural, structural, mechanical, electrical, landscape and plumbing plans; preliminary grading and drainage plans; soil tests; utilities, sewer and service connections; vehicular and pedestrian traffic circulation plans including locations of ingress and egress to and from the Facility, curbs, gutters and parkways; lighting; locations for outdoor signs; and storage areas; all sufficient to enable reasonably accurate cost estimates and to enable the Department to make an informed judgment about the design and quality of construction and about any effect the Facility shall have on the Park. Such Preliminary Plans shall be based on Conceptual Plans previously submitted by Lessee as approved by the Department. Additionally, such Preliminary Plans of the improvements shall be in strict adherence to Article 7 of the Miami-Dade County Home Rule Charter. The Facility shall be constructed within the area described in Attachment A. The Lessee shall also be responsible for all off-site improvements required to accomplish the construction and occupancy of the Facility. The Facility shall be aesthetically and functionally compatible with the setting of the Park. Within 30 days after the Department receives Preliminary Plans as required in the preceding paragraph, the Department shall either approve of them or deliver to Lessee specific corrective comments. The Department shall not be unreasonable in exercising its approval rights hereunder. Lessee shall resolve all comments and requests for modifications by the Department to the Preliminary Plans and obtain written approval from the Department prior to proceeding with the development of the Final Plans.

If the parties are unable to resolve any objections by the Department to the Preliminary Plans within 60 days after Lessee has received the Department's objections, the Department shall have the right to terminate the Lease Agreement upon notice to the Lessee, the parties being thereafter relieved of any liability hereunder and under the Lease Agreement.

C. Final Plans. Within 90 days after the Preliminary Plans and specifications are approved by the Department for each phase, the Lessee, at its cost, shall prepare and deliver to the Department an updated

Appendix C

CPM schedule and five (5) sets of Final Plans, one CADD file, and specifications comprising the Final Plans for the Facility, which Final Plans must be consistent with the approved Preliminary Plans and signed and sealed by an architect and/or engineer Leased to practice as such in Florida. The Final Plans and all associated addenda and attachments shall be incorporated into the Lease Agreement by reference.

The Final Plans shall be considered 100% construction documents and include an updated Total Development Cost Estimate and updated CPM schedule and show, without limitation; site plans; architectural, structural, mechanical, electrical, landscape and plumbing plans; grading and drainage plans; soil tests; utilities, sewer and service connections; vehicular and pedestrian traffic circulation plans including locations of ingress and egress to and from the Facility, curbs, gutters and parkways; lighting; locations for outdoor signs; storage areas; and off-site improvements. Completed technical specifications shall be included under the Final Plans.

Within 45 days after the Department receives Final Plans as required in the preceding paragraph, the Department shall either approve of them or deliver to Lessee specific corrective comments. The Department shall not be unreasonable in exercising its approval rights hereunder. Lessee shall resolve all comments and requests for modifications by the Department to the Final Plans and obtain written approval from the Department prior to proceeding with the permitting.

D. Permits. Not later than the date that Lessee receives the Department's written approval of the Final Plans for each phase, Lessee shall commence seeking from all governmental agencies having jurisdiction over the Park and the Facility all such required permits, and Lessee shall exercise due diligence in attempting to obtain such permits.

The Lessee shall keep the PM informed of the progress during the permitting phase and coordinate with the Department to ensure that permitting requirements are acceptable to the Department when said requirements will modify the scope or aesthetics of the Facility or its location within the Park. The Final Plans shall not be changed and/or modified without the Department's approval, which approval shall not be unreasonably withheld or delayed. The Department's approval shall not be deemed as a substitute for approval from any agency which issues permits and whose approval of modifications may be required.

Subject to the timing requirements contained in the next paragraph, the obtaining of any such permits shall not be considered as complete until any review and/or appeal is final by the highest body authorized to determine same or until the time for such appeal or review has expired, whichever date is later. If suit or other proceedings are brought to invalidate any permit, the obtaining of the permits shall not be considered as complete until final judgment, decree, or other appropriate decision has been entered and the time for appeal there from shall have expired, or if any appeal has been taken, until the appeal has final determinations.

If Lessee is unable to obtain such permits within 180 days from the date Lessee receives County's approval of the Final Plans, the County shall have the right to terminate the Lease Agreement upon notice to the Lessee. The County shall have the right, in its sole discretion and only for good cause shown, to extend the time within which Lessee must obtain such permits. However, the County shall be under no obligation to grant such extensions of time.

When Lessee obtains all such permits, it shall deliver copies of them to the Department.

E. Commencement and Completion of Construction of the Project. Within 30 days from the date that the Lessee obtains all permits required to begin construction of the Facility for each phase, the Lessee shall submit copies of all permits, updated Total Development Cost Estimate, proof that funding is available for construction a Schedule of Values (SOV) for construction, and updated CPM schedule indicating construction start and completion dates, as well as major milestones for the Facility. Within 15 days after the

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Department receives copies of all permits, updated Total Development Cost Estimate, proof that funding is available, SOV, and CPM schedule, the Department shall either approve them or deliver Lessee specific corrective comments to the Lessee. The Department shall not be unreasonable in exercising its approval rights hereunder. Lessee shall resolve all comments and requests for modifications by the Department. Once all comments have been satisfactorily addressed by the Lessee, the Department shall issue a Notice-to-Proceed - 1 (NTP-1) to the Lessee for each phase.

The Lessee shall have 15 days from the date of the NTP-1 to submit all required insurances and bonds for each phase to the Department prior to commencing construction. The Lessee shall schedule a Pre-Construction meeting with the PM prior to mobilization for each phase. The pre-construction meeting shall serve to review all completed work to date, and discuss the upcoming construction actives and its impact to Park operations. Upon agreement by the PM to all construction work activities and the associated logistics and timing, and after the County reviews and approves the Lessee's insurance and bonds, a NTP-2 and Authorization to Occupy the Site shall be issued, turning over possession of the Facility Site to Lessee. Lessee shall, without delay, pursue commencement of construction and diligently pursue completion thereof. The construction of the Facility shall be in accordance with the Final Plans.

The Final Plans shall not be changed and/or modified without the Department's approval, which approval shall not be unreasonably withheld or delayed. The Department's approval shall not be deemed as a substitute for approval from any agency which issues permits and whose approval of modifications may be required. All requests for changes shall be coordinated through the PM. The PM will be provided sufficient notice and information (impact to scope, budget, schedule, materials; performance, etc.) to provide timely responses. All work in connection with the construction of each phase of the Facility shall be performed in conformity with the Final Plans and shall comply with all applicable governmental permits, authorizations and laws. Lessee will allow unobstructed inspection by the Department's staff to determine compliance with the approved plans and specifications throughout construction. The Lessee shall be responsible to provide any temporary facilities needed in support of its construction of the Facility.

The Lessee shall not discriminate against any employee or applicant for employment in the performance of the Lease Agreement with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex or physical handicap except when based on bona fide occupational qualifications; or because of marital status, race, color, religion, national origin or ancestry. All construction contracts/subcontracts shall include the above non-discrimination provisions.

Construction of the Facility shall be completed within 12 months of the date of the NTP-2 for construction.

Upon completion of construction of the Facility, Lessee shall, at its cost, obtain a survey of the Facility and surrounding impacted areas and deliver said survey to the Department, along with one copy of the "as built" drawings and a CADD file, accurately reflecting the constructed Facility, its supporting infrastructure, and off-site improvements at the Park. The as-built information showing the exact location of the Facility at the Park shall be incorporated into the Lease Agreement and provided by the County to the Lessee.

F. Provisions Applicable during each phase of the Construction of the Facility. In addition to the other provisions of the Lease Agreement, the following provisions shall be applicable during the period of time that Lessee constructs Project:

1. All construction shall be performed by Leased contractors approved by the Department. Lessee shall furnish the Department with a true copy of Lessee's contract with the general contractor showing a breakdown of costs.

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2. In addition to weekly/monthly construction meetings, the Lessee shall schedule and coordinate a pre-construction meeting, 50% progress meeting, 75% progress meeting and 100% substantial completion walk-thru meetings with the PM.

3. Throughout the construction of the Facility, the PM shall attend weekly/monthly construction meetings and periodically inspect and review the progress of construction to ensure adequate performance and conformity with the approved plans.

4. The PM or appropriate designee shall provide input to the construction punch-list items and shall issue a Final Acceptance of the Facility once all work has been completed and all permits have been approved and closed by all agencies having jurisdiction. Upon issuance of Final Acceptance, the facility may be occupied and opened for its desired intent.

5. Any changes requested by the Lessee modifying the approved Final Plans must be in writing and approved by the Department prior to implementation. All requests for changes shall be coordinated through the PM. The PM will be provided sufficient notice and information (impact to scope, budget, schedule, materials, performance, etc.) to provide timely decisions.

6. Within 30 days after the specified one (1) year warranty period, the Lessee shall schedule a walk-thru of the Facility with the PM and its contractor, to inspect all construction systems and ensure it's intended functionally and expected workmanship. The "warranty period" warrants the work under the construction improvements, defined in the Lease Agreement, to be free from faulty materials and workmanship for a period of not less than one (1) year from the date of final acceptance. This one-year period shall be covered by the Surety Performance Bond as required by this Development Rider. After the warranty inspection is completed with satisfactory results as determined by the PM, the close-out period is concluded, except as provided for under Florida Statue 95.11 (3) (c).

G. Bonds and Insurance:

1. The Lessee shall have 15 days from the date of NTP-1 to submit all required insurances, pursuant to the Lease Agreement, and bonds to the Department prior to any construction work on the Facility Site, and prior to the purchase of any materials, equipment or supplies for construction. The Lessee shall deliver to the County and record in the public records of Miami-Dade County, Florida, a performance and payment bond which satisfies the requirements of Section 255.05 of the Florida Statutes with a surety insurer authorized to do business in the State of Florida as a surety in the full amount of the construction cost of the Facility. Such bond shall be submitted in a form acceptable to the County, and shall name the Lessee as the principal and the County as the obligee.

2. Surety Bond Qualifications: The following specifications shall apply to bid, performance, payment, maintenance, and all other types of bonds.

A. All bonds shall be written through surety insurers authorized to do business in the State of Florida as a surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Bond Amount	Best's Rating
$500,001 to $1,500,000	B V

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$1,500,001 to $2,500,000	A VI
$2,500,001 to $5,000,000	A VII
$5,000,001 to $10,000,000	A VIII
Over $10,000,000	A IX

On bond amounts of $500,000 or less, the provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

1. Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued,

2. Certifying that the surety is otherwise in compliance with the Florida Insurance Code, and

3. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under ss. 31 U.S.C. 9304-9308.

B. Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled **"Surety Companies Acceptable on Federal Bonds"**, published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.

C. The attorney-in-fact or other officer who signs a Contract Bond for a surety company must file with such bond a certified copy of his power of attorney authorizing him to do so. The Contract bond must be countersigned by the surety's resident Florida Agent.

The Lessee may, in lieu of a surety bond, submit a cash bond, conditioned upon the faithful performance of the work in strict accordance with the Lease Agreement and with the Plans and Specifications and the completion of the same free from all liens and within the time limit herein specified; said bond shall be so worded as to make the Lease Agreement a part thereof and shall contain a clause providing the right of suit or action for whose benefit said bond shall be executed as disclosed by the text of said bond and Lease Agreement to the same extent as if he or they were the obligee or obligee therein specifically mentioned, and all such persons shall be held or deemed to be obligee thereof.

Florida Statutes 255.05 provides for the following conditions to be made in all Performance and Payment Bonds relating to public projects:

"A claimant, except a laborer, who is not in privity with the Principal and who has not received payment for his labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the Principal with a notice that he intends to look to the bond for protection."

"A claimant who is not in privity with the Principal and who has not received payment for his labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to the Principal and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment."

"No action for the labor, materials, or supplies may be instituted against the Principal or the Surety unless both notices have been given. No action shall be instituted against the

Principal or the Surety on the bond after one (1) year from the performance of the labor or completion of delivery of the materials or supplies."

3. The bonds shall provide the following, without limitation:

a. That a payment bond in an amount not less than one-hundred percent (100%) of the cost of construction of the Facility is obtained that is conditioned to secure the completion of the Facility free from all liens and claims of contractors, subcontractors, mechanics, laborers and material men in a County approved bond form to be provided by Lessee;

b. That a performance bond in an amount not less than one-hundred percent (100%) of the cost of construction of the Facility is obtained that insures that the construction work shall be effected by the general contractor or, on their default, the surety in a County approved bond form to be provided by Lessee; and,

c. That the surety will defend and indemnify Miami-Dade County and Lessee against all loss, cost, damage, expense and liability arising out of or connected with the construction of the Facility, up to the maximum bond requirement amount.

4. In the event that, for any reason, either or both of the Lessee's Performance and Payment bonds lapse or are held to be no longer valid or enforceable before the satisfaction of any and all claims by material men, laborers, subcontractors, or any suppliers of any kind, the Lessee shall pay all such claims, and indemnify, defend, and hold the County harmless against such claims.

5. If no specific periods of warranty are stated in the Agreement or elsewhere in this Development Rider, for any particular item or work, material or equipment, the warranty shall be deemed to be a period of one (1) year from the date of final acceptance by the County. This Bond does not limit the County's ability to pursue directly with the Lessee or its contractor seeking damages for latent defects in materials or workmanship, such actions being subject to the limitations found in Section 95.11 (3) (c), Florida Statues.

H. Prior to the commencement of construction. Lessee shall provide or cause its subcontractors to provide an original policy for Builders Risk/Installation Floater on an "All Risk" basis in an amount not less than one hundred percent (100%) of the insurable value of the building(s) or structure(s) or material(s). The policy shall be in the name of Miami-Dade County and the Lessee as their interests may appear. This insurance shall be maintained until substantial completion of the work, as determined by the Department.

(This insurance is in addition to the insurance required elsewhere.)

1. No liens shall be attached to the Park or any part thereof.

2. Prior to the commencement of any work, Lessee shall demonstrate to the Department's satisfaction that all construction financing is in place.

3. Lessee shall work closely with the Department in scheduling and engaging in Lessee's construction activity so as not to disrupt Park events, including but not limited to Special Events. Where conflict may occur, the Department shall solely make the determination as to Lessee's right to continue work and the desirability of temporarily halting or continuing activity by Lessee.

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4. Lessee shall be liable for any damage, loss, action, costs (including costs to defend any action) caused by Lessee's failure to cease work after written notice from the Department.

II. THE COUNTY'S CONSTRUCTION OBLIGATIONS

A. Conditions of Facility Site. The County shall deliver physical possession of the Facility Site to Lessee in an "as is" condition so that Lessee may commence construction.

The areas within the Park to be occupied by the Lessee during the execution of the work shall be delineated in the construction documents plans as agreed to between the County and Lessee. The limits of the work shall be sufficient to properly undertake the necessary construction of the Facility and off-site improvements within the Park site so long as normal operations are not impeded.

B. Reasonable Access. The County shall provide reasonable access to allow Lessee to have utilities brought to the Facility Site and to have constructed the approved improvements described in the Lease Agreement.

C. Prevailing Wages. As may be applicable, the Lessee is responsible to meet requirements of Section 2-11.16 of the Miami-Dade County Code as it pertains to Responsible Wages.

Appendix D

Project Title:
AMELIA EARHART PARK
MIAMI DADE COUNTY, FLORIDA
Drawing Title: MINI SOCCER FIELD AREA

Miami-Dade County
Park and Recreation Department

DEVELOPMENT AND OPERATION OF MINI-SOCCER COMPLEX

Contract No. 797B

THIS LEASE AGREEMENT made and entered into as of this _____day of _____, 2012 ("Lease Agreement Effective Date"), a corporation organized and existing under the laws of the State of Florida, having its principal office at 8011 SW 127th Avenue Miami, Florida 33183 (hereinafter referred to as the "Lessee"), and Miami–Dade County, a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, Miami, Florida 33128, (herein referred to as the "County"),

WITNESSETH:

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

WHEREAS, the Lessee has offered to develop and operate a Mini-Soccer Complex ("Complex") in a manner that shall conform to the Scope of Work (Appendix A), Miami-Dade County's Request for Proposals (RFP) No. 797 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Lease Agreement; and,

WHEREAS, the Lessee has submitted a written proposal dated January 30, 2012, hereinafter referred to as the "Lessee's Proposal", which is incorporated by reference herein; and

WHEREAS, the County has determined that the Lessee's Proposal is recommended as being in the best interest of the County, and formed the basis for award of this Lease Agreement,

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

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

a) The words "Contract Manager" to mean Miami-Dade County's Director, Department of Internal Services, or the duly authorized representative designated to manage the Lease Agreement.

b) The word "County" to mean Miami-Dade County.

c) The word "Days" to mean Calendar Days.

d) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.

e) The words "Lease Agreement" or "Agreement" to mean collectively these terms and conditions, the Scope of Work (Appendix A), the Price Schedule (Appendix B), the Development Rider, (Appendix C); Site Map (Appendix D); RFP No. 797 and all associated addenda and attachments, the Lessee's Proposal, and all other attachments hereto and all amendments issued hereto.

f) The words "Lease Agreement Date" to mean the commencement date of this Lease Agreement, and shall begin on the date indicated in the first page of this Lease Agreement.

g) The words "Lease Agreement Year" to mean each twelve month period starting from the date on which this Lease Agreement is effective.

h) The word "Lessee" to mean US Soccer 5, LLC and its permitted successors and assigns.

i) The word "Property" to mean open grass space, approximately 45,000 sq ft. located at Tropical Park (7900 SW 40th Street, Miami, FL, 33155) and as further detailed in Appendix D.

j) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.

k) The words "Scope of Work" to mean the document appended hereto as Appendix A, which details the work to be performed by the Lessee.

l) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Lessee, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Lessee and whether or not in privity of Lease Agreement with the Lessee.

m) The words "Work", "Services", or "Project" to mean all documentation and any items of any nature submitted by the Lessee to the County's Project Manager for review and

approval pursuant to the terms of this Lease Agreement, and all matters and things required to be done by the Lessee in accordance with the provisions of this Lease Agreement.

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

Property Description: The Park is located at Tropical Park (7900 SW 40th Street, Miami, FL, 33155). The Property comprises open grass space and is approximately 45,000 square feet as further defined in Appendix D, Site Plan.

3. **Operations:** Except when and to the extent that the Complex may be untreatable by reason of damage by fire or other casualty, Lessee shall continuously and uninterruptedly use, occupy and operate for purposes outlined herein all of the Property other than any such minor portions thereof as are reasonably required for food and beverage concession, storage and office purposes, and such storage and office space shall only be used in connection with the business conducted by Lessee in the Complex; and will have on the premises adequately trained uniformed personnel for efficient service to customers.

4. **Limitations on Use: Subject to Lessee's right to use the Property for the** purposes specified in this Lease Agreement, Lessee shall not suffer or permit the Property or any part thereof to be used in any manner, or anything to be done therein, or suffer or permit anything to be brought into or kept therein, which would in any way (i) violate any legal requirements or insurance requirements; (ii) cause structural injury to the Property or any part thereof; (iii) constitute a public or private nuisance; (iv) impair the appearance of the Property; (v) materially impair or interfere with the proper and economic cleaning, heating, ventilating or air-conditioning of the Property or the proper and economic functioning of any other common service facility or common utility of the Property; (vi) impair or interfere with the physical convenience of any of the occupants of the Property; (vii) impair any of the Lessee's other obligations under this Lease Agreement or (viii) violate Article 7 of the Home Rule Charter.

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

6. **Non-Exclusivity:** This Lease Agreement is non-exclusive in character and in no way prevents the County from authorizing or offering competitive services, products or items by other vendors or others in other premises owned and operated by the County or from authorizing other unrelated concession services within the Park. The Lessee shall have no rights to any other location that may be made available by the County.

7. **Proposal Incorporated:** The Lessee acknowledges that it has submitted to the County a proposal ("Lessee's Proposal") that was the basis for the award of this Lease Agreement and

upon which the County has relied.

8. **Order of Precedence:** If there is a conflict between or among the provisions of this Lease Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) Appendices to these terms and conditions (the Scope of Work and Price Schedule) 3) the County's RFP No. 797 and any associated addenda and attachments thereof, and 4) the Lessee's Proposal.

9. **Appendices:**
The Appendices listed in this Paragraph and attached to this Lease Agreement are hereby incorporated in and made a part of this Lease Agreement:

Appendix A - Scope of Work
Appendix B - Price Schedule
Appendix C – PROS Development Rider
Appendix D – Site Map

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

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

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

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

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

11. **Term:** The County hereby grants a Lease Agreement to manage and operate for an initial term of ten (10) years, the premises described in this Lease Agreement to be operated as a

Complex. The term and commencement date of this Lease Agreement, herein referred to as the Lease Agreement Effective Date, shall begin on the date indicated in the first page of this Agreement, and shall end on the last day of the one-hundred and twentieth (120) month.

12. **Option to Renew:** The County, at its sole option, can renew the Lease Agreement for two (2) additional five (5) year renewal periods provided that there has been no default of the Lease Agreement by the Lessee. At least nine months before the end of the then current term the County may renew the Lease Agreement for the first five year period. Additionally, provided that there has been no default of the Lease Agreement, the County may renew the Lease Agreement for the second five year renewal period. All renewal periods shall run consecutively so as to make this Agreement continuous in its operation from beginning to its termination, for a period up to twenty (20) years.

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

13. **Security Deposit:** Prior to the start of the Lease Agreement, the Lessee shall furnish a Security Deposit in cash or cashier's check payable to the Board of County Commissioners, equal to $2,500.00. Redeemable at the end of the Lease Agreement term except for such conditions pertinent thereto, additionally, if the County must draw upon any amount owed to the County for this Lease Agreement, Lessee hereby agrees to restore the security to its original amount within seven (7) days of receiving notice by the County that the security was drawn upon. In the event the Lessee abandons its performance, the County will retain the security deposit. No interest on the Security Deposit will be owed to the Lessee.

14. **Initial Rent:** Lessee, in consideration of the use of the land does hereby covenant and agree with the County to pay to the County without deduction or set off of any kind the sum as stated in Appendix B (plus tax) per month for the Initial Rent period on the first day of each month without billing. The obligation to pay the Initial Rent shall commence on the Lease Agreement Date and shall terminate upon the Date of Beneficial Occupancy, as defined in Article 15 Guaranteed Monthly Rent.

15. **Guaranteed Monthly Rent:** In consideration of the use of the Property, Lessee does hereby covenant and agree to pay to the County without deduction or set off of any kind the sum as stated in Appendix B (plus tax) per month as Guaranteed Monthly Rent. Payment of the Guaranteed Monthly Rent shall commence on the Date of Beneficial Occupancy, which shall be determined by the County, based on the earlier of:

(i) the date on which substantial completion of the Complex has occurred and the appropriate code enforcement agency has issued a Certificate of Occupancy (CO) or a Temporary Certificate of Occupancy (TCO) that enables the Lessee to occupy or utilize the Property in a manner for its intended use;

or

(ii) the date on which the Lessee commences the use of any substantial portion of the Property for its intended use.

However, in no event shall the Date of Beneficial Occupancy be later than six (6) months after NTP-2 date as identified in Appendix C – Construction Rider.

16. **Percentage of Monthly Gross Receipts – Percentage Fee:** In addition to the Guaranteed Monthly Rent, Lessee agrees to pay to the County, monthly, an amount equal to the percentage of Monthly Gross Receipts as stated in Appendix B (plus tax) hereinafter referred to as "Percentage Fee" within 10 days following the end of each month during the term of this Lease Agreement.

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

18. **Additional Taxes:** If at any time during the term of this Lease Agreement or any renewal thereof, under the laws of the State of Florida, or any political subdivision thereof, a tax, charge, capital levy, or excise on rents (fixed minimum or additional) or percentage fees, or other tax (except income tax), however described, against the County on account of the rent or percentage fees payable herein, such tax, charge, capital levy, or excise on rents or other taxes shall be deemed to constitute real estate taxes on the Complex and the premises for the purposes of this Paragraph.

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

20. **Parks Foundation of Miami-Dade County:** "Operator agrees to donate net profits, not to exceed 5%, on an annual basis, to the Parks Foundation of Miami-Dade, to be restricted for the Department's soccer park improvements and/or soccer program enhancements as approved by the Director of the Department and the Parks Foundation of Miami-Dade Board of Directors on an annual basis." The donations shall be forwarded to:

Parks Foundation of Miami-Dade County
275 NW 2nd Street, Suite 546
Miami, FL 33128
Attn: Executive Director

21. **Late Payment Charge:** In the event that the Lessee fails to make any payments on time, by the due date, as required to be paid under the provisions of this Lease Agreement, a late payment charge of $100.00 per month shall be assessed. The right of the County to require payment of such late payment charge and the obligation of the Lessee to pay same shall be in addition to and not in lieu of the County's rights to enforce other provisions herein, including termination of this Lease Agreement, or to pursue other remedies provided by law.

22. **Application of Payments:** Payments are applied to any unpaid balance in the following manner. Any accrued late fees are first deducted from the payment. The remaining payment balance is then applied proportionately to the Guaranteed Monthly Rent, then Percentage Fee, including the associated sales and use tax. Any remaining balance in the payment will be applied to any other balance due.

23. **Worthless Check or Draft:** In the event that the Lessee delivers a dishonored check or draft

to the County in payment of any obligation arising under this Lease Agreement, the County shall incur and pay a service charge of $10.00 or five percent (5%) of the face amount of the check, whichever is greater. For each such dishonored check, such payment shall be made within not more than five (5) days from written notice of such default. Further, in such event, County may require that future payments required pursuant to this Lease Agreement be made by cashier's check or other means acceptable to County. A second such occurrence of dishonored check during the Lease Agreement term will be a breach of contract and, at the County's option, will constitute a default allowing termination.

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

Miami-Dade Parks, Recreation and Open Spaces Department
Financial Management Division
Accounts Receivable Section
275 N.W. 2nd Street, 3rd Floor
Miami, FL 33128

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

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

1. To the County:

a) To the Project Manager:

Miami-Dade County
Parks, Recreation and Open Spaces Department
275 N.W. 2nd Street, 5th Floor
Miami, Florida 33128
Attention: Director
Phone: (305) 755-7800
Fax: (305) 755-7946

b) To the Contract Manager:

Miami-Dade County
Internal Services Department, Procurement Management Division
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974
Attention: Assistant Director
Phone: (305) 375-5548
Fax: (305) 375-2316

2. To the Lessee:

US Soccer 5, LLC
8011 SW 127th Avenue
Miami, FL 33183
Attn: Mr. Scott Georgeson, President
Phone: 561-289-4450
Email: scott.georgeson@soccer5usa.com

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

26. **Interpretations:** This Lease Agreement and the Attachments hereto, and other documents specifically referred to herein, constitute the entire, fully integrated Lease Agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous verbal or written Lease Agreements between the parties with respect thereto, excepting any past or contemporaneous written or verbal Agreements expressly and clearly incorporated by reference within the four corners of this Lease Agreement. This Lease Agreement may be amended only by written document, properly authorized, executed, and delivered by both parties hereto. For the County, appropriate authorization shall be construed to mean the County Mayor (or designee) or the Contract Manager (or designee) within this Lease Agreement shall have approval authority or the Board of County Commissioners (as applicable). This Lease Agreement shall be interpreted as a whole unit and paragraph headings are for convenience only. The Lease Agreement shall not be construed in favor of one party or the other. All matters involving the Lease Agreement shall be governed by laws of the State of Florida.

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

28. **Gross Receipts:**

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

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

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

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

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

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

F. Audit of Lessee's Business Affairs and Records: County shall have the right to cause, upon five (5) business days' written notice to Lessee, a complete audit to be made by a designated external auditing firm or other certified public accounting firm selected by County, or the Audit and Management Services Department of the County. Lessee shall make all such records available for said examination at the Complex or at some other mutually agreeable location. If the result of such audit shall show that Lessee's statement of Gross Receipts for any period

has been understated, Lessee shall pay County the amount due. If such understatement is three percent (3%) or more, Lessee shall pay County the cost of such audit in addition to any deficiency payment required, plus ten percent (10%) of any such deficiency, all of which shall be collectible hereunder as rent. A report of the findings of said accountant shall be binding and conclusive upon County and Lessee. The furnishing by Lessee of any grossly inaccurate statement shall constitute a breach of this Lease Agreement. Any information, excluding written documents, obtained by County as a result of such audit shall be held in strict confidence by County except in any proceeding or action to collect the cost of such audit or deficiency, or except in connection with any mortgage or assignment of this Lease Agreement for financing purposes.

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

29. **New Construction:** The County's approval is required prior to all construction, all installation, and all use of facilities. All improvements shall become property of the County. All construction shall be accomplished in accordance with any applicable permitting requirements and the Development Rider in Appendix C.

30. **Condition of Leased Property:** Lessee hereby accepts the Leased property in the condition it is in at the beginning of this Lease Agreement. Any turf, lighting and fencing the Lessee introduces into Complex are not considered improvements and belong to the Lessee upon expiration or termination of this Agreement, except as stated in Article 72, herein. The Lessee shall return the Property to its original state (except as stated in Article 72, herein). The Lessee shall construct any turf, lighting and fencing in accordance with the requirements of the Development Rider, Appendix C.

In the event the County wishes for Services to continue either through any arrangement made by the Lessee or if the County elects to contract with a different provider, the Lessee may make an arrangement with such provider to sell the turf, lighting and/or fencing upon written approval of the County. The Lessee is responsible for all matters concerning this arrangement and the County other than providing written approval accepts no responsibility concerning this arrangement.

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

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

A. Changes from originally approved specifications, pricing, activities, signage, and graphics.
B. Equipment Lessee plans to install requiring any building modifications.
C. Aesthetics of the Complex.

D. Any use of the County's facilities or Complex's name.
E. Hours of Operation.
F. Uniforms to be used by employees shall be consistent with or better than those normally used by professionally-operated Complexes.

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

33. **Hours of Operation:** Operating hours for the Complex may vary and should be determined by the Lessee, subject to approval by the County. The Lessee shall provide sufficient staff to provide outstanding service. The County may require a change in hours of operation, if, in the reasonable discretion of the County, such a change is desirable in providing the best service to the public.

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

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

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

36. **Signs:** The nature, size, shape, and installation of Lessee's business signs within the Complex or in, on, or adjacent to the Complex or the Park must first be approved in writing by County. Said signage must also be approved by all governmental authorities having jurisdiction and must conform to the requirements set forth in Article 7 of the Miami-Dade Home Rule Charter. All signs shall be removed by the Lessee at the termination of the Lease Agreement and any damage or unsightly condition caused to premises because of or due to said signs shall be satisfactorily corrected or repaired by the Lessee.

37. **On-Site Manager/Designee:** Throughout the term of this Lease Agreement, the Lessee shall employ a qualified full-time on-site Complex Manager or Designee having experience in the management of this type of operation, who shall be available during normal business hours and on-call at all times, and be delegated sufficient authority to ensure the competent performance and fulfillment of the responsibility of the Lessee under this Lease Agreement

and to accept service of all notices provided for herein.

38. **Quality of Lessee's Service:** The Lessee shall conduct its operations in an orderly manner and so as not to annoy, disturb, or be offensive to customers, patrons, or others in the immediate vicinity of such operations.

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

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

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

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

39. **Monitoring Services:** The County shall have the right, without limitation, to monitor and test the quality of services of the Lessee, including, but not limited to, personnel and the effectiveness of its cash-handling procedures, through the use of a shopping service, closed circuit TV, and other reasonable means.

40. **Utility Services:** Lessee shall not place any unacceptable load or burden on the capacity of the applicable building systems and utility lines of the Park as determined either by the public utility providing such service or by County in the exercise of reasonable judgment. Lessee shall make all repairs caused by Lessee's negligence.

41. **Services/Equipment Provided by County:** The County shall provide access to the following as existing:

A. Electrical as existing
B. Water facilities as existing
C. Sewage collection facilities as existing
D. Waste collection – Additionally, County Parks staff will assist with trash disposal providing Lessee utilizes designated areas.

42. **Equipment and Service Provided by Lessee:**
The Lessee, at its sole cost, shall provide for the Complex:

A. Janitorial service within the Complex. The Lessee shall keep the Complex and equipment clean at all times. If the Complex and equipment are not kept clean in the opinion of the County, the Lessee will be so advised and if corrective action is not

immediately taken, the County will cause the same to be cleaned and the Lessee shall assume responsibility and liability for such cleaning.

B. Electrical and maintenance services for all equipment and turf necessary for the operation of the Complex. The Lessee shall ensure monthly maintenance and necessary repairs are done for all equipment, as applicable.

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

Any equipment, furnishings, signage, and advertising installed by the Lessee shall be in compliance with Article 7 of the Home Rule Charter and in keeping with the appropriate standards of decor at the Park. Following the installation of any additional equipment, furnishing, and improvements which the County may approve from time to time, Lessee shall provide to the County a statement setting forth the cost of such equipment, furnishings, or improvements and the date upon which the installation of such equipment, furnishings, or improvements was completed.

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

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

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

45. **Hurricane Preparedness:** The Lessee shall follow the County's emergency evacuation and hurricane plan as set forth for the Park.

46. **Maintenance Responsibilities of Lessee, Appearance of Facility:** Lessee shall, at its sole cost and expense, keep and maintain the Complex in a clean and good condition. The provision of janitorial services and all interior maintenance within the Complex are the sole and exclusive responsibility of the Lessee. Upon failure of the Lessee to maintain the Complex as required in this Paragraph, County may, after fifteen (15) days written notice to the Lessee, enter upon the Complex and perform all cleaning, maintenance, and repairs which may be necessary and the cost thereof, plus 25% for administrative costs, shall constitute Percentage Fee(s), and shall be billed to and paid by the Lessee.

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

respects the Lessee's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

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

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

49. **Inspection by County:** The County shall have the authority to make periodic reasonable inspections of all of the Complex, equipment, and operations during the normal operating hours thereof to determine if such are being maintained in a neat and orderly condition. The Lessee shall make any improvements in cleaning or maintenance methods reasonably required by the County. Such periodic inspections may also be made at the County's discretion to determine whether the Lessee is operating in compliance with the terms and provisions of this Lease Agreement.

50. **Right of Entry:** The County or any of its agents shall have the right to enter upon the Complex at all reasonable times, whether or not during normal business hours, to examine same and to make such repairs, alterations, replacements, or improvements in the Complex as the County deems necessary, but the County assumes no obligation to make repairs in the Complex other than those expressly provided for in this Lease Agreement. The County agrees, however, that any such repairs, alterations, replacements, or improvements shall be made with minimum amount of inconvenience to Lessee and that the County will diligently proceed therewith to completion. The County or the County's agents shall also have the right to enter upon the Complex at reasonable times to show them to actual or prospective mortgagees, tenants, or Lessees of the Complex. During the one hundred and eighty (180) days prior to the expiration of the term of this Lease Agreement, the County may show the Complex to prospective tenants. If, during the last ninety (90) days of the term of this Lease Agreement, Lessee shall have removed all or substantially all of Lessee's property there from, the County may immediately enter, alter, renovate, and redecorate the Complex without elimination or abatement or fee or other compensation and such action shall have no effect upon this Lease Agreement.

51. **Permits and Regulations:** Lessee covenants and agrees that Lessee will obtain any and all necessary permits and approvals and that all uses of the Leased Property will be in conformance with all applicable laws.

52. **Damage or Destruction of Property:** In all events, Lessee shall repair all damages to the property caused by the Lessee, its employees, agents, contractors, or sub-consultants. If the Complex is partially damaged, but not rendered unusable for the purposes of this Lease Agreement, the same shall with due diligence be repaired by the Lessee from proceeds of the

insurance coverage and/or at its own cost and expense and a pro-rata adjustment of the Guaranteed Monthly Rent payable hereunder for the period of the Lessee's business interruption, may be made. If the damage shall be so extensive as to render such premises unusable for the purposes intended, but capable of being repaired within thirty (30) days, the damage shall be repaired with due diligence by the Lessee from the proceeds of the insurance coverage policy and/or at its own cost and expense, and for the period of Lessee's business interruption a pro-rata adjustment may be made as to the Guaranteed Monthly Rent. In the event said premises are completely destroyed or so damaged that it will remain unusable for more than thirty (30) days, through no fault of the Lessee, its employee, agents, contractors or sub-consultants, the Lessee and the County shall be under no obligation to repair and reconstruct the premises, and adjustment of the Guaranteed Monthly Rent payable hereunder shall be proportionately made up to the time of such damage or destruction, and the portion of the Lease Agreement which pertains to such destroyed property shall cease and terminate, and all adjustments which are proper including restoration of the site to a clean , neat and usable condition shall be made accordingly. However, at the option of the County, and through negotiations pertaining to all matters for continuing the premises in a Lease Agreement, the Lessee may reconstruct the premises at its own cost.

53. **Repairs, Alterations and Additions by the County:** The County, as its responsibility, and at its expense (except if the damage is caused by Lessee, its employees, agents, or independent parties), shall make all repairs and replacements, structural and otherwise, necessary, or desirable in order to keep in good order and repair the foundations, roofs and structural soundness of floors and walls of the Common Areas of the Park, excluding the Complex.

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

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

54. **Diminution for County's Repair:** Except as elsewhere specifically provided in this Lease Agreement, there shall be no allowance to Lessee for a diminution of rental value and no liability on the part of the County by reason of inconvenience, annoyance, or interference with Lessee's business arising from the County or its agents making any repairs, replacements, alterations, decorations, additions or improvements in or to any portion of the Park, or in or to fixtures, appurtenances or equipment thereof, provided such work (except in case of emergency and to the extent practical) does not unreasonably interfere with Lessee's use of the Complex.

55. **Performance of Obligations:** Lessee covenants at all times to perform promptly all of the obligations of Lessee set forth in this Lease Agreement.

56. **Ingress and Egress:** Subject to rules and regulations, statutes, and ordinances, and terms of this Lease Agreement governing the use of the Complex, Lessee, its agents and servants, patrons, and invitees, and its suppliers of service and furnishers of materials shall have right of ingress and egress to and from the premises.

57. **Assignment, Sub-Contracting and Successors in Interest:**

A. Lessee shall not assign, mortgage, pledge, nor otherwise encumber this Lease Agreement or any portion thereof, nor any property associated with this Lease Agreement without prior written approval of the County. Unapproved assignment, mortgaging, pledging, or encumbering shall be grounds for immediate termination of this Lease Agreement. It is agreed that all terms and conditions of this Lease Agreement shall extend to and be binding on assignees and other successors as may be approved by the County.

B. Lessee shall not enter into any sub-contracting Agreement for services required to be provided under this Lease Agreement without prior written approval of the County. Unapproved sub-contracting shall be grounds for immediate termination of this Lease Agreement. It is agreed that all terms and conditions of this Lease Agreement shall extend to and be binding on any sub-Lessees, including percentage payments on gross receipts as defined in this Lease Agreement. Lessee shall be liable for acts and omissions by any sub-Lessee affecting this Lease Agreement. The County reserves the right to directly terminate (and pursue any applicable remedy) any sub-Lessee of the Lessee for any cause for which Lessee may be terminated.

Any sub-contracting Agreement for Lease Agreement services must be made available and accounted for through the Lessee so as to provide seamless service to the public as if provided directly by the Lessee.

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

58. **Ownership of Lessee:** The ownership of the Lessee is very important to the County. Therefore, the County reserves the right to terminate this Lease Agreement at any time if more than 10% of the ownership of the Lessee has not been specifically approved by the County. The County shall reject any proposed new owner for any reason it believes is in the

best interests of the public. Lessee agrees to provide on 24-hour notice to the County an accurate list of all owners of the Lessee, showing the percentage of ownership of each owner, and any change of corporate name or corporate ownership. Lessees, for which stock is listed on a major stock exchange, may be wholly or partially exempted from the list requirement of this paragraph at the discretion of the County.

59. **Proprietary Information:** As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

60. **County's Property Insurance:** Any insurance the County may maintain shall not cover Lessee's improvements and betterments, contents, or other property of Lessee. Lessee shall not violate, or permit the violation of, any condition imposed by any of the County's insurance policies, and shall not do, or permit anything to be done, or keep or permit anything to be kept in the Complex which would increase the fire or other property or casualty insurance rate on the building or buildings in which the Complex is located or the property therein over the rate which would otherwise then be in effect (unless Lessee pays the resulting increased amount of premium as provided under the further terms hereof), or which would result in insurance companies of good standing refusing to insure the same or any of such property in amounts and at normal rates reasonably satisfactory to the County. If, by reason of any act or omission on the part of Lessee, the rate of property insurance on the Complex or the Park or equipment or other property of the County shall be higher than it otherwise would be, Lessee shall reimburse the County, on demand, for that part of the premiums for property insurance paid by the County because of such act or omission on the part of Lessee, which sum shall be deemed Percentage Fee for purposes of collection only.

61. **Indemnification and Insurance:** The Lessee shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Agreement by the Lessee or its employees, agents, servants, partners, principals or subcontractors. The Lessee shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Lessee expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Lessee 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 Lessee shall furnish to Miami-Dade County, Internal Services Department - Procurement Management 111 N.W. 1st Street, 13th Floor, Miami, Florida 33128, Certificate(s) of Insurance evidencing insurance coverage that meets the requirements outlined below:

A. Worker's Compensation Insurance as required by Chapter 440, Florida Statutes.

B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 per occurrence for Bodily Injury and Property Damage combined. 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 per occurrence for Bodily Injury and Property Damage combined.

DESIGN STAGE
In addition to the insurance required in (A) – (C) above, a certificate of insurance must be provided as follows:

D. Professional Liability Insurance in the name of the Lessee or the licensed design professional employed by the Tenant in an amount not less than $1,000,000 per claim.

CONSTRUCTION PHASE (IF APPLICABLE)
In addition to the insurance required in (A) – (D) above, the Lessee may be required to provide, as determined in the sole discretion of the County, or cause its contractors to provide policies indicating the following type of insurance coverage prior to commencement of construction:

E. Completed Value Builders' Risk Insurance on an "all risk" basis in an amount not less than one hundred (100%) percent of the insurable value of the building(s) or structure(s). The Policy will name Miami-Dade County as a Loss Payee.

OPERATION PHASE
In addition to the insurance required in (A) – (C) above, the following coverage may be required if applicable:

F. Property Insurance Coverage on an "All Risk" basis in an amount not less than one hundred (100%) percent of the replacement cost of the building or structure. Miami-Dade County must be named a Loss Payee with respect to this coverage.

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

All insurance policies required above shall be issued in companies authorized to do business under the laws of the State of Florida, with the following qualifications as to management and financial strength:

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

or

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

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

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

CERTIFICATE HOLDER MUST READ:

MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128

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

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

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

62. **Liability for Damage or Injury:** The County shall not be liable for damage or injury which may be sustained by any party or persons at the Complex other than the damage or injury if and to the extent caused solely by the negligence of the County, its agents and employees while in the course of County business, and as limited by Section 768.28, Florida Statutes.

63. **No Liability For Personal Property:** All personal property placed or moved in the Leased property above described shall be at the risk of Lessee or the owner thereof. County shall not be liable to Lessee or any third party for any damage to said personal property unless caused solely by negligence of County, County's agents or employees, subject to all limitations of Florida Statutes, Section 768.28.

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

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

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

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

65. **Manner of Performance:**

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

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

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

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

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

66. **Severability:**

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

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

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

B. Termination after seven (7) calendar days written notice by the County either by posting on or at the Complex and by certified or registered mail to any known address of Lessee set forth in this Lease Agreement hereof for doing any of the following:
   i. Non-payment of any sum or sums due hereunder after the due date for such payments; provided, however, that such termination shall not be effective if Lessee makes the required payment(s) during the seven (7) calendar day period following mailing of the written notice. Additionally, the County may sue for Guaranteed Monthly Rent and Percentage Fee for the unexpired term of this Lease Agreement.
   ii. Notice of any condition posing a threat to health or safety of the public or patrons and not remedied within the seven (7) calendar day period from receipt of written notice.

C. Termination after fourteen (14) calendar days from receipt by Lessee of written notice having either been posted on or at the Complex or by certified or registered mail to the address of the Lessee set forth in this Lease Agreement:
   i. Non-performance of any covenant of this Lease Agreement other than non-payment of rent or performance fees and others listed in A and B above, and failure of the Lessee to remedy such breach within the fourteen (14) calendar day period from receipt of the written notice.

D. Revenue Control and Audit Defaults: The inability or failure of the Lessee to provide the County with an unqualified certified statement of Gross Sales, or to strictly adhere to the revenue control procedures established in this Lease Agreement shall constitute a non-curable default and in such event the County shall have the right to terminate this Lease Agreement upon seven (7) calendar days written notice to the Lessee. In addition to termination for such default, the County shall be entitled to collect damages in the full amount of the payments of the security deposit required in this Lease Agreement.

E. Habitual Default: Notwithstanding the foregoing, in the event that the Lessee has repetitively defaulted or breached four (4) times within a 12 month period, in the performance of or breached any of the terms, covenants and conditions required herein to be kept and performed by the Lessee, regardless of whether the Lessee has cured each individual condition of breach or default as provided herein above, the Lessee may be determined by the County to be an "habitual violator". At the time that such determination is made, County shall issue to the Lessee a written notice advising of such determination and citing the circumstances therefore. Such notice shall also advise the Lessee that there shall be no further notice or grace periods to correct any subsequent breaches or defaults and that any subsequent breach(es) or default(s), of whatever nature, taken with all previous breaches and defaults, shall be considered cumulative and, collectively, shall constitute a condition of non-curable default and grounds for immediate termination of this Lease Agreement. In the event of any such subsequent breach or default, County may cancel this Lease Agreement upon the giving of written notice of termination to the Lessee, such cancellation to be effective upon the tenth (10th) day following the date of receipt thereof and all payments due hereunder shall be payable to said date, and the Lessee shall have no further rights hereunder. Immediately upon receipt of said notice of termination, the Lessee shall discontinue its operations at the Complex, and proceed to remove all its personal property in accordance with this Lease Agreement.

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

68. **Event of Default:**

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

i. failure by Lessee to pay any Payment to the County if such failure continues for ten (10) days after receipt by Lessee of written notice from County specifying such default; or,

ii. failure by Lessee to perform or observe any of Lessee's non-monetary covenants contained in this Lease within thirty (30) days after receipt by Lessee of written notice from County specifying the failure (or such additional period, if any, as may be reasonably required to cure the failure if the failure reasonably cannot be cured within a thirty (30) day period, provided Lessee commences to cure within 30 days after receipt of notice and thereafter diligently pursues such cure to completion); or

iii. the Lessee has not delivered Work on a timely basis;

iv. the Lessee has refused or failed to supply enough properly skilled Staff Personnel;

v. the Lessee has failed to make prompt payment to subcontractors or suppliers for any Work;

vi. the Lessee has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Lessee's creditors, or the Lessee has taken advantage of any insolvency statute or debtor/creditor law or if the Lessee's affairs have been put in the hands of a receiver;

vii. the Lessee has failed to obtain the approval of the County where required by this Lease Agreement;

viii. the Lessee has failed to provide "adequate assurances" as required under section "B" below; or

ix. the Lessee has failed in the representation of any warranties stated herein.

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

i. treat such failure as a repudiation of this Lease Agreement; and

ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Work or any part thereof either by itself or through others.

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

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

70. **Remedies in the Event of Default:** If an Event of Default occurs, the Lessee shall be liable for all damages resulting from the default, including, but not limited to:

a) lost revenues;

b) the difference between the cost associated with procuring Work hereunder and the amount actually expended by the County for re-procurement of Work, including procurement and administrative costs; and

c) such other direct damages.

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

injunction.

71. **Termination and Suspension of Work:**
A. The County may immediately terminate this Lease Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.

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

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

72. **Termination by Lessee:** Lessee shall have the right upon thirty (30) calendar days from receipt of written notice to the County by certified or registered mail to the address set forth in this Lease Agreement to terminate this Lease Agreement without penalty due to a business decision made by the Lessee that the Program is not financially feasible, and in that instance the Complex and all infrastructure (including turf, lighting and fencing) becomes property of the County. Lessee shall have the right upon thirty (30) calendar days from receipt of written notice to the County by certified or registered mail to the address set forth in this Lease Agreement to terminate this Lease Agreement at any time after the occurrence of one or more of the following events:

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

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

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

74. **Termination of Contract:** Following the termination of this Lease Agreement the Lessee,

within fifteen (15) calendar days, or earlier if determined by the County, shall forthwith remove all of its personal property not acquired under the terms of this Lease Agreement. Any personal property of Lessee not removed in accordance with this paragraph may be removed by the County for storage at the cost of the Lessee or shall constitute a gratuitous transfer of title thereof to the County for whatever disposition is deemed to be in the best interests of the County. The County shall not be liable to Lessee for the safekeeping of Lessee's personal property during or after termination of this Lease Agreement. The County shall have the senior interest in the Lessee's personal property. Lessee shall not remove any equipment, supplies in bulk, or fixtures within the Complex at any time without pre-approval in writing from the County. Lessee shall be liable to the County for the fair market value of any equipment, supplies in bulk, or fixtures removed without County pre-approved written permission. Lessee shall also be liable for any expenses incurred by the County in prosecuting any action against Lessee following unapproved item removal described above. Lessee shall also be liable to the County for any expenses incurred by the County in replacing any items wrongfully removed by Lessee. It is the intention of the parties to this Lease Agreement that all furnishings and equipment purchased or Leased by the Lessee except those permanently affixed to buildings, as defined under the laws of the State of Florida, shall be the personal property of the Lessee. Upon the termination of this Lease Agreement and the removal of all personal property by Lessee, the Lessee shall deliver said premises to the County in the condition set forth in this Paragraph. The County reserves the right to avail itself of all remedies and procedures contained in Chapter 83 of the Florida Statutes regarding County/Tenant provisions for eviction and Chapter 51 of Florida Statutes regarding summary proceeding.

75. **Holding Over:** If Lessee continues to use and operate the Complex after the expiration of the term of this Lease Agreement, or any option period, without a new Lease Agreement reduced to writing and duly executed and delivered (even if Lessee shall have paid, and County shall have accepted, payment in respect to such unauthorized operations), Lessee shall be deemed to be operating and using the Complex only from month-to-month, subject to all covenants, conditions, and agreements of this Lease Agreement. If Lessee fails to surrender the Complex upon the termination of this Lease Agreement, then Lessee, in addition to any liabilities to County accruing there from, shall indemnify and hold harmless the County and its assigns and agents from loss or liability resulting from such failure, including, without limiting the generality of the foregoing, any claims made by any succeeding Lessee on such failure.

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

77. **Lien:** The County shall have a lien upon all personal property of the Lessee on the Complex to secure the payment to the County of any unpaid money accruing to the County under the terms of this Lease Agreement.

78. **Limiting Legislative or Judicial Action:** In the event that any municipal, county, state, or federal body of competent jurisdiction passes any law, ordinance, or regulation in any way restricting or prohibiting the use of the Park for the purposes of this Lease Agreement, this Lease Agreement will be null and void and unenforceable by any party to this Lease Agreement and the County shall have no further liability under this Lease Agreement. In the

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

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

i. No person on the ground of race, color, religion, national origin, sex, sexual orientation, age, residency within or outside Miami-Dade County, or handicap shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said Complex, except as provided by law.

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

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

iv. In the event of breach of any of the above non-discrimination covenants, the County shall have the right to terminate the Lease Agreement and re-enter and repossess said Complex thereon and hold the same as if said Lease Agreement had never been made or issued. This provision shall not be effective, where applicable, until the procedures of Title 45, Code of Federal Regulations, Part 80, are followed and completed including exercise or expiration of appellate rights.

v. The Lessee shall not discriminate against any employee or applicant for employment in the performance of the Lease Agreement with respect to hiring, tenure, terms, conditions, or privileges of employment because of age, sex or physical handicap (except where based on a bona fide occupational qualification); or because of marital status, color, religion, national origin, or ancestry.

80. **Conflict of Interest:**
The Lessee represents that:

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

B. There are no undisclosed persons or entities interested with the Lessee in this Lease Agreement. This Lease Agreement is entered into by the Lessee without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee,

agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

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

ii) is an employee, agent, advisor, or consultant to the Lessee or to the best of the Lessee's knowledge any subcontractor or supplier to the Lessee.

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

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

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

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

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

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

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

82. **No Waiver of Right to Enforce:** The waiver by County of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or any subsequent breach of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of Guaranteed Monthly Rent and Percentage Fee

hereunder by County shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this Lease Agreement, other than the failure of Lessee to pay the particular Guaranteed Monthly Rent and Percentage Fee so accepted, regardless of County's knowledge of such preceding breach at the time of acceptance of such Guaranteed Monthly Rent and Percentage Fee.

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

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

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

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

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

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

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

E. The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and

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

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

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

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

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

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

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

91. **Local, State and Federal Compliance Requirements:**
Lessee agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Work required under this Lease Agreement, including but

not limited to:

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

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

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

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

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

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

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

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

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

92. **Inspector General Reviews:**

Independent Private Sector Inspector General Reviews

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

Miami-Dade County Inspector General Review

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

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

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

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

93. Vendor Registration and Forms/Conflict of Interest:

a) Conflict of Interest

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

b) Vendor Registration

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

1. ***Miami-Dade County Ownership Disclosure Affidavit***
(Section 2-8.1 of the County Code)

2. ***Miami-Dade County Employment Disclosure Affidavit***
(Section 2.8-1(d)(2) of the County Code)

3. ***Miami-Dade Employment Drug-free Workplace Certification***
(Section 2-8.1.2(b) of the County Code)

4. ***Miami-Dade Disability and Nondiscrimination Affidavit***
(Section 2-8.1.5 of the County Code)

5. ***Miami-Dade County Debarment Disclosure Affidavit***
(Section 10.38 of the County Code)

6. ***Miami-Dade County Vendor Obligation to County Affidavit***
(Section 2-8.1 of the County Code)

7. ***Miami-Dade County Code of Business Ethics Affidavit***
(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)

8. ***Miami-Dade County Family Leave Affidavit***
(Article V of Chapter 11 of the County Code)

9. ***Miami-Dade County Living Wage Affidavit***
(Section 2-8.9 of the County Code)

10. ***Miami-Dade County Domestic Leave and Reporting Affidavit***
(Article 8, Section 11A-60 11A-67 of the County Code)

11. ***Subcontracting Practices***
(Ordinance 97-35)

12. ***Subcontractor /Supplier Listing***
(Section 2-8.8 of the County Code)

13. ***Environmentally Acceptable Packaging***
(Resolution R-738-92)

14. ***W-9 and 8109 Forms***
(as required by the Internal Revenue Service)

15. ***FEIN Number or Social Security Number***
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
   - Identification of individual account records
   - To make payments to individual/Contractor for goods and services provided to Miami-Dade County
   - Tax reporting purposes
   - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records

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

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

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

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

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

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

Lessee

By: _____

Name: SCOTT GEORGESON

Title: PRESIDENT

Date: 7/31/12

Attest: _____
Corporate Secretary/Notary Public

7/31/12

Corporate Seal/Notary Seal

DANIEL BURDAK
Notary Public - State of Florida
My Comm. Expires Nov 11, 2012
Commission # DD 836770
Bonded Through National Notary Assn.

Miami-Dade County

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____
Clerk of the Board

_____
Approved by County Attorney as to form and legal sufficiency

Appendix A – Scope of Work

1.0 Background

Miami-Dade Parks, Recreation and Open Spaces (PROS) is one of the busiest and largest leisure service agencies in the United States. Each year, 25 million people use PROS's system to safely recreate, enjoy nature, become more physically fit, and to connect with neighbors, friends, and pets. PROS currently has an inventory of forty-five (45) regulation soccer fields. In addition, a mini-soccer complex with five full-sized soccer fields, four state-of-the-arts 5 vs. 5 soccer fields, a walking trail, stage area, a soccer village, bleachers, and car parking is independently operated at Kendall Soccer Park through a lease agreement. A number of organizations have partnership agreements to operate youth soccer leagues and tournaments at County soccer fields year round. There are more than 10,000 children that play soccer as part of a community-based organization (CBO) program and more than 5,000 adults that play in various adult leagues.

2.0 Scope

The Lessee shall develop and operate a Mini-Soccer Complex at a designated approximately 45,000 square foot open space at Tropical Park located at 7900 SW 40 Street, Miami, FL, 33155. The Lessee shall provide all financing associated with the development of such Mini-Soccer Complex in accordance with and as stated in this Agreement.

The Lessee shall provide a safe, high quality and customer-oriented operation with well-maintained equipment and experienced staff, and offer diverse programs and services normally associated with the soccer industry.

2.1 Site Description

Tropical Park has the geographic capacity and existing infrastructure (parking, utilities and/or restrooms) in close proximity or adjacent to the identified development sites. The sites are provided in as-is condition.

All information provided by PROS (such as site maps, surveys, etc.) is for information and reference purposes only; it is the Lessee's responsibility to conduct all due diligence and verify field conditions.

2.2 Site Maps

The site map for this facility is included as Appendix D.

2.3 Qualifications

The Lessee shall have diverse experience in the development and operation of mini-soccer programs, including 5 vs. 5 mini-soccer; knowledge of business operations and the legal requirements associated with this type of operation; knowledge and ability to install and maintain at least four (4) 5 vs. 5 mini-fields; knowledge and ability to install and maintain according to field specifications any turf, fencing, boards, netting, as appropriate, and lighting; experience in the design, permitting, construction, and operation of a Complex and adequate financial capacity to develop the site and maintain operations

2.4 Design

The Lessee shall develop site plans for the Complex that best utilizes the space of the park, is consistent with the theme of the park, and fully complies with all applicable building and zoning codes and PROS's current Development Rider (see Appendix C). The Lessee shall also obtain all necessary approvals and permits for construction and infrastructure improvements, as applicable.

Initially, the Lessee shall have constructed four (4) "mini-soccer" fields; with each field approximately 30 yards x 40 yards. Depending on the success of the program, the Lessee shall have constructed additional fields at the Site. The actual number of fields and field specifications for any site shall be determined by the Lessee, subject to PROS approval. The Lessee shall provide turf comparable to the type typically utilized for these types of fields.

2.5 Construction and Facility Improvements

The Lessee shall construct fields, install appropriate lighting and irrigation systems, as applicable, and improve the site as necessary, with supporting infrastructure required for a successful mini-soccer operation, such as a concession area, restrooms, locker rooms, office space, and parking (hereinafter referred to collectively as "improvements"). Concessions may include, but are not limited to, sale of food, beverages, or sports/recreational merchandise, and rental of the latter. The Lessee may request use of existing facilities (where applicable) or shall include the improvements as part of its capital development plan.

The Lessee shall:

1. Select a contractor(s) in accordance with F.S. Section 255.20 and perform all construction and improvements in compliance with all applicable building codes (including Florida Building Code Chapter 11 ADA), Miami-Dade County Implementing Order 8-8 Sustainable Buildings Program, and PROS's Development Rider. The Lessee shall obtain all necessary permits and approvals. PROS approval of the design and plans must be obtained prior to submission to the applicable building and/or zoning department.

2. Develop a final comprehensive timeline for the development of the supporting infrastructure, including the construction phase schedule and cost estimates for the supporting infrastructure and the required furnishings, fixtures and applicable equipment. *The timeline and cost estimates are due to the County within 30 days after approval of the Lessee's design and concept.*

3. Assume all costs associated with the improvements and installations. All such improvements and installations shall become the property of the County upon completion of construction, which shall be upon the time that Lessee places the field in operation (Beneficial Occupancy).

4. It is anticipated that the construction shall be complete and operations of the Complex begin no later than 12 months after obtaining all required permits. In case delays are beyond the control of the Lessee, the County may, at its sole discretion, grant a written extension.

5. Obtain a payment and performance bond for all construction in accordance with F.S. Section 255.05.

2.6 Operation and Quality of Services

The Lessee shall operate a high quality and customer-oriented mini-soccer program in a manner normally associated with this industry, which includes:

Appendix A – Scope of Work

1. Provide an operation that is safe and customer-oriented with prompt complaint resolution by well-trained and professional staff.

2. Provide high quality customer service and reasonably adjust program and service offerings to meet customer demands, including establishing regular hours of operation and a program schedule prior to each soccer season, subject to approval by PROS.

3. Provide all services and concessions at fees and prices approved by PROS. Such services, types of concessions, and charges may be modified only by written request of the Lessee to PROS and upon approval by PROS. Such approval shall be in writing at least 30 days prior to implementation of the modification.

4. Pay for all operating expenses, including utilities, associated with the day-to day operations of the Complex.

5. Install and maintain signage as approved by PROS. At a minimum, signage shall include hours of operation, fees, and required safety guidelines.

6. Supply and maintain an Operations manual to be approved by PROS.

7. Have an emergency evacuation plan and hurricane plan, to include how the Lessee shall secure the site in the event of a hurricane.

8. Ensure that employees are distinctively uniformed so as to be distinguishable as the Lessee staff and not PROS employees.

9. Promote other parks' offerings (other Complexes) through marketing and the quality provision of all concession services with the highest level of service to the public.

10. Ensure the Complex remains in safe, clean, and usable condition on a daily basis, to include, but not be limited to, maintaining all athletic field turf, equipment, fencing, and the concession area, as well as performing regular trash removal, mowing, line-trimming, chemical treatment application of the soccer fields and associated grounds, etc., as applicable, at its own expense.

11. Take proper care of the facilities/maintenance of fields and use the same in a careful manner and shall, at its own expense, repair County property or facilities damaged by its (or its subcontractors') operations.

12. Store equipment on site in designated areas only. The County will not be responsible for any loss or damage of the Lessee's equipment or supplies.

13. Provide a concession operation during normal hours to serve park patrons.

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

15. Develop a process for coordinating requests from the public or outside entities requesting use of the Complex (e.g., for games, tournaments, or training purposes).

16. Provide free mini-soccer clinics annually, organized by the Lessee, in coordination with PROS.

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

18. Provide additional services (and any associated fees) by mutual agreement of the Lessee and PROS.

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

C) All activities and operations of the Lessee must conform to and comply with Chapter 26, Park and Recreation Rules and Regulations and Article 7 of the Charter of Miami-Dade County, as may be amended, as well as the applicable rules and regulations of the respective parks.

2.7 Background Screening

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

Appendix B – Payment Schedule

Tropical Park

The Lessee shall make payments as stated below:

A. Payment - Initial Rent (as stated in Article 14 of Agreement):

The Lessee shall pay the County eight hundred ninety-six dollars ($896.00) per month.

Such Initial Rent shall be received by the County from the Lessee by the first day of the month in advance, without billing, from the Lease Effective Date to the Date of Beneficial Occupancy, as defined in Article 15 of the Agreement.

B. Payment - Guaranteed Monthly Rent (as stated in Article 15 of Agreement):

The Lessee shall pay the County monthly as stated below:

1) First Year starting on first day of Date of Beneficial Occupancy	$1,500 per month.
2) Second and Third Year following Date of Beneficial Occupancy	$2,000 per month.
3) Fourth and Fifth Year following Date of Beneficial Occupancy	$2,500 per month
4) Starting Sixth Year following Date of Beneficial Occupancy and until completion of the initial ten (10) year term	$3,000 per month.

Such Guaranteed Monthly Rent shall be received by the County from the Lessee by the first day of the month in advance, without billing, from the Date of Beneficial Occupancy through the termination date of the Agreement or through the initial ten year Agreement.

C. Percentage of Monthly Gross Receipts (as stated in Article 16 of Agreement):

The Lessee shall also pay to the County a percentage of the total Monthly Gross Receipts (as defined in Article 27 of the Agreement) as follows:

1) Years 1 through 5 - 7%
2) Years 6 through 10 – 8%

Such Percentage of Monthly Gross Receipts shall be forwarded by the Lessee to the County by the tenth (10^{th}) of the month for each preceding month.

Appendix C
DEVELOPMENT RIDER

Facility Site: Tropical Park (7900 SW 40 Street, Miami, FL, 33155)

Project: Development and Operation of Mini-Soccer Complex

This Development Rider is attached to and hereby made a part of the Lease Agreement and shall govern the development of a Mini-Soccer Complex at Tropical Park (the "Facility") within the site set forth in Appendix D – Site Area Map). Words and phrases used in this Development Rider shall have the same meaning as in the Lease Agreement unless specifically provided otherwise. If there is any conflict between the provisions of this Development Rider and the provisions of the terms and conditions of the Lease Agreement, the terms and conditions of the Development Rider will prevail.

A Project Manager ("PM") shall be assigned by the Miami-Dade County Park, Recreation and Open Spaces Department (the "Department") to represent Miami-Dade County. The PM shall monitor compliance with the terms and conditions of the Development Rider; coordinate reviews, comments and approvals; attend design phase and construction meetings; and provide periodic inspections to monitor compliance with the Scope of Work and schedule during design, construction, and close-out of the Facility.

Lessee's requests for modifications to the Final Plans and/or schedule during any phase of the development process must be submitted in writing to the PM with sufficient documentation to justify said request. The Department will consider the information provided and any mitigating circumstances prior to approving or rejecting said requests.

I. LESSEE'S OBLIGATIONS TO DEVELOP THE FACILITY SITE

The construction of the turf, lighting and fencing as well as any improvements the Lessee develops at the Facility Site shall be designed and constructed in accordance with the provisions of the Lease Agreement. Lessee shall complete all construction and improvements pursuant to the design and construction defined in Lessee's Proposal and as approved by the County.

Lessee understands and agrees that all costs associated with the design, development, permitting, construction and close-out of the Facility, and any off-site improvements, shall be the sole responsibility of the Lessee. Prior to commencing construction, the Lessee shall provide proof, in a manner sufficient to satisfy the County, that the Lessee obtained the necessary funds to complete the approved Facility.

The Lessee shall maintain all files, records, accounts of expenditures for the Facility and improvements, including improvements performed by Lessee's subcontractor's, in a local office within Miami-Dade County. The County shall have access to such records as provided in the Lease Agreement.

The Mini-Soccer Complex shall have a total footprint area of approximately forty-five thousand (45,000) square feet at total build-out.

The Lessee shall, upon execution of the Lease Agreement, and prior to preparing the Final Plans (as defined elsewhere in the Agreement) and specifications, shall submit a Critical Path Method (CPM) schedule for the entire scope of the Facility along with the phasing plan and receive approval from the County. Such approval from the County shall not be unreasonably withheld or delayed. The schedule shall be updated and submitted to the County with the Conceptual, Preliminary, and Final Plans and as requested by the County. The terms and conditions of this Development Rider, in its entirety, shall apply to all construction.

The Lessee shall remit to the County a fee for the Project Management (PM) ("PM Fee Payment") that shall not exceed 1.5% of the Total Development Cost of each Facility. The total PM Fee Payment shall be

subject to an adjustment at the end of construction or upon Termination of the Lease Agreement, whichever occurs first, when the actual Total Development Cost of each phase is confirmed, to be based on an audit conducted at the expense of the Lessee.

The Lessee shall cooperate and shall cause its consultants and contractors to cooperate with the County's Sustainability Manager to incorporate green building practices into the planning and design of the Facility, pursuant to County Ordinance Number 07-65 concerning the County's Sustainable Buildings Program. The Lessee shall include in its contracts for services associated with this Project a provision that each subcontractor shall comply with all requirements of the County's Sustainable Building Program.

The Lessee shall, upon execution of the Lease Agreement, and prior to preparing the Final Plans (as defined elsewhere in this document) and specifications, through the Department, initiate contact and confer with the Art in Public Places (APP) Representative to review the applicability of an art component to the Facility. Should Art in Public Places determine that the installation of an art component is applicable to this Facility based on the provisions of Section 2-11.15 of the Miami-Dade County Code and subsequent amendments and guidelines, and should it decide to pursue said installation, the Lessee shall further confer with the Arts in Public Places Representative to develop a concept for art appropriate to the Facility, and the Art in Public Places Professional Advisory Committee as to the type(s) of art, location(s) and possible artist(s). The Director of the Arts in Public Places program shall approve the final concept and location. The Art in Public Places Trust will make the final choice of the artist(s), upon recommendation of the Art in Public Places Professional Advisory Committee. As part of its Master Plan, Art in Public Places encourages and will give preference to collaborative projects between artist(s) and the Lessee to promote the integration of artwork and site. Such collaborative efforts shall include the active involvement of both the Lessee and the artist(s) during design development of the Project. The Lessee shall coordinate the installation of anchorages, special lighting, or plumbing or other utility or installation and connections as required for the proper installation of the artwork in accordance with the artist's concept(s) as part of the services under this Lease Agreement.

Should the Art in Public Places fee be assessed against this Lease Agreement, the Lessee shall at its sole cost expend one-and-a-half-percent (1.5%) of the cumulative design and construction cost for the refurbishment of existing works of art at the Facility and/or for the commissioning of new works of art. All aspects concerning the acquisition of new works of art or the removal and/or relocation of existing works of art located within the Facility shall comply with the Art in Public Places (APP) ordinance and the program Master Plan & Implementation Guidelines as are appropriate in the determination of the County. The Lessee may be requested to assign a representative to act as a liaison with APP for purposes of implementing the requirements set forth herein. The County reserves the right to make final determination on how the funds appropriated for APP are expended.

1. Site Conditions. The Lessee accepts complete responsibility for all conditions encountered at the Facility Site, including, without limitation, unforeseen site conditions, subsurface or otherwise concealed physical conditions which differ materially from those indicated or assumed in any of the construction plans, unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in the type of construction involved in the project, and any dewatering activities necessary to construct the facility. The Lessee shall be responsible for the removal or relocation of man-made obstructions, abandoned foundations, utilities, and natural obstructions required for the completion of the Facility. The Lessee shall also be responsible for any and all site conditions, including environmental conditions, caused, disturbed, or exacerbated by the construction and agrees to be responsible for and pay for all environmental remediation work that is required to be performed resulting from the construction of the Facility. In the event Lessee finds that there are environmental conditions that adversely impact the financial feasibility of the Project and require the expenditure of additional capital, Lessee shall provide County with any and all reports resulting from Lessee's inspection of the Property. The Lessee further agrees not to initiate any claims or suits against the County relating to any site condition,

including environmental conditions, and to indemnify, defend and hold harmless the County from and against any claims arising from an environmental condition caused or exacerbated by the Lessee in the construction of the Facility.

2. Time of the Essence. The timely completion of all activities set forth below, and the milestones set forth in the Development Schedule for each phase is of the essence. A material failure to meet those deadlines, as the same may be extended by written agreement of the parties, may be a breach of this Agreement.

A. Conceptual Plans. The Department shall review the conceptual plans and CPM schedule submitted for each phase as part of the Lessee's Proposal for the aesthetics, design, and construction of the Facility (hereinafter referred to as the "Conceptual Plans"), for substantial compliance with the RFP and the provisions of this Lease Agreement. If the County has any comments and/or proposed modifications to the Conceptual Plans, the County shall provide comments and/or proposed modifications in writing to the Lessee within 30 calendar days from the Lease Effective Date. The comments and proposed modifications shall be addressed by Lessee in developing the Preliminary Plans, as described below. Lessee shall incorporate said comments into a set of revised Conceptual Plans to be reviewed and approved by the County.

Prior to commencing the development of the Preliminary Plans for each phase, the Lessee shall schedule and coordinate a kick-off meeting with the PM to review the Development Schedule including start and completion dates as well as major milestones and the Total Development Cost estimate.

B. Preliminary Plans and Specifications. Within 60 calendar days after approval of the Conceptual Plans for each phase, unless a written request for extension has been received and approved by the PM, Lessee, at its cost, shall prepare and deliver to the Department an updated CPM schedule and five (5) sets of preliminary plans and a computer-aided design and drafting (CADD) file for the construction of the Facility prepared by an architect and/or engineer Leased to practice as such in Florida (hereinafter referred to as "Preliminary Plans"). The Preliminary Plans shall include the Total Development Cost Estimate and updated Development Schedule and show, without limitation; site plans; architectural, structural, mechanical, electrical, landscape and plumbing plans; preliminary grading and drainage plans; soil tests; utilities, sewer and service connections; vehicular and pedestrian traffic circulation plans including locations of ingress and egress to and from the Facility, curbs, gutters and parkways; lighting; locations for outdoor signs; and storage areas; all sufficient to enable reasonably accurate cost estimates and to enable the Department to make an informed judgment about the design and quality of construction and about any effect the Facility shall have on the Park. Such Preliminary Plans shall be based on Conceptual Plans previously submitted by Lessee as approved by the Department. Additionally, such Preliminary Plans of the improvements shall be in strict adherence to Article 7 of the Miami-Dade County Home Rule Charter. The Facility shall be constructed within the area described in Attachment A. The Lessee shall also be responsible for all off-site improvements required to accomplish the construction and occupancy of the Facility. The Facility shall be aesthetically and functionally compatible with the setting of the Park. Within 30 days after the Department receives Preliminary Plans as required in the preceding paragraph, the Department shall either approve of them or deliver to Lessee specific corrective comments. The Department shall not be unreasonable in exercising its approval rights hereunder. Lessee shall resolve all comments and requests for modifications by the Department to the Preliminary Plans and obtain written approval from the Department prior to proceeding with the development of the Final Plans.

If the parties are unable to resolve any objections by the Department to the Preliminary Plans within 60 days after Lessee has received the Department's objections, the Department shall have the right to terminate the Lease Agreement upon notice to the Lessee, the parties being thereafter relieved of any liability hereunder and under the Lease Agreement.

C. Final Plans. Within 90 days after the Preliminary Plans and specifications are approved by the Department for each phase, the Lessee, at its cost, shall prepare and deliver to the Department an updated

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CPM schedule and five (5) sets of Final Plans, one CADD file, and specifications comprising the Final Plans for the Facility, which Final Plans must be consistent with the approved Preliminary Plans and signed and sealed by an architect and/or engineer Leased to practice as such in Florida. The Final Plans and all associated addenda and attachments shall be incorporated into the Lease Agreement by reference.

The Final Plans shall be considered 100% construction documents and include an updated Total Development Cost Estimate and updated CPM schedule and show, without limitation; site plans; architectural, structural, mechanical, electrical, landscape and plumbing plans; grading and drainage plans; soil tests; utilities, sewer and service connections; vehicular and pedestrian traffic circulation plans including locations of ingress and egress to and from the Facility, curbs, gutters and parkways; lighting; locations for outdoor signs; storage areas; and off-site improvements. Completed technical specifications shall be included under the Final Plans.

Within 45 days after the Department receives Final Plans as required in the preceding paragraph, the Department shall either approve of them or deliver to Lessee specific corrective comments. The Department shall not be unreasonable in exercising its approval rights hereunder. Lessee shall resolve all comments and requests for modifications by the Department to the Final Plans and obtain written approval from the Department prior to proceeding with the permitting.

D. Permits. Not later than the date that Lessee receives the Department's written approval of the Final Plans for each phase, Lessee shall commence seeking from all governmental agencies having jurisdiction over the Park and the Facility all such required permits, and Lessee shall exercise due diligence in attempting to obtain such permits.

The Lessee shall keep the PM informed of the progress during the permitting phase and coordinate with the Department to ensure that permitting requirements are acceptable to the Department when said requirements will modify the scope or aesthetics of the Facility or its location within the Park. The Final Plans shall not be changed and/or modified without the Department's approval, which approval shall not be unreasonably withheld or delayed. The Department's approval shall not be deemed as a substitute for approval from any agency which issues permits and whose approval of modifications may be required.

Subject to the timing requirements contained in the next paragraph, the obtaining of any such permits shall not be considered as complete until any review and/or appeal is final by the highest body authorized to determine same or until the time for such appeal or review has expired, whichever date is later. If suit or other proceedings are brought to invalidate any permit, the obtaining of the permits shall not be considered as complete until final judgment, decree, or other appropriate decision has been entered and the time for appeal there from shall have expired, or if any appeal has been taken, until the appeal has final determinations.

If Lessee is unable to obtain such permits within 180 days from the date Lessee receives County's approval of the Final Plans, the County shall have the right to terminate the Lease Agreement upon notice to the Lessee. The County shall have the right, in its sole discretion and only for good cause shown, to extend the time within which Lessee must obtain such permits. However, the County shall be under no obligation to grant such extensions of time.

When Lessee obtains all such permits, it shall deliver copies of them to the Department.

E. Commencement and Completion of Construction of the Project. Within 30 days from the date that the Lessee obtains all permits required to begin construction of the Facility for each phase, the Lessee shall submit copies of all permits, updated Total Development Cost Estimate, proof that funding is available for construction a Schedule of Values (SOV) for construction, and updated CPM schedule indicating construction start and completion dates, as well as major milestones for the Facility. Within 15 days after the

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Department receives copies of all permits, updated Total Development Cost Estimate, proof that funding is available, SOV, and CPM schedule, the Department shall either approve them or deliver Lessee specific corrective comments to the Lessee. The Department shall not be unreasonable in exercising its approval rights hereunder. Lessee shall resolve all comments and requests for modifications by the Department. Once all comments have been satisfactorily addressed by the Lessee, the Department shall issue a Notice-to-Proceed - 1 (NTP-1) to the Lessee for each phase.

The Lessee shall have 15 days from the date of the NTP-1 to submit all required insurances and bonds for each phase to the Department prior to commencing construction. The Lessee shall schedule a Pre-Construction meeting with the PM prior to mobilization for each phase. The pre-construction meeting shall serve to review all completed work to date, and discuss the upcoming construction actives and its impact to Park operations. Upon agreement by the PM to all construction work activities and the associated logistics and timing, and after the County reviews and approves the Lessee's insurance and bonds, a NTP-2 and Authorization to Occupy the Site shall be issued, turning over possession of the Facility Site to Lessee. Lessee shall, without delay, pursue commencement of construction and diligently pursue completion thereof. The construction of the Facility shall be in accordance with the Final Plans.

The Final Plans shall not be changed and/or modified without the Department's approval, which approval shall not be unreasonably withheld or delayed. The Department's approval shall not be deemed as a substitute for approval from any agency which issues permits and whose approval of modifications may be required. All requests for changes shall be coordinated through the PM. The PM will be provided sufficient notice and information (impact to scope, budget, schedule, materials; performance, etc.) to provide timely responses. All work in connection with the construction of each phase of the Facility shall be performed in conformity with the Final Plans and shall comply with all applicable governmental permits, authorizations and laws. Lessee will allow unobstructed inspection by the Department's staff to determine compliance with the approved plans and specifications throughout construction. The Lessee shall be responsible to provide any temporary facilities needed in support of its construction of the Facility.

The Lessee shall not discriminate against any employee or applicant for employment in the performance of the Lease Agreement with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex or physical handicap except when based on bona fide occupational qualifications; or because of marital status, race, color, religion, national origin or ancestry. All construction contracts/subcontracts shall include the above non-discrimination provisions.

Construction of the Facility shall be completed within 6 months of the date of the NTP-2 for construction.

Upon completion of construction of the Facility, Lessee shall, at its cost, obtain a survey of the Facility and surrounding impacted areas and deliver said survey to the Department, along with one copy of the "as built" drawings and a CADD file, accurately reflecting the constructed Facility, its supporting infrastructure, and off-site improvements at the Park. The as-built information showing the exact location of the Facility at the Park shall be incorporated into the Lease Agreement and provided by the County to the Lessee.

F. Provisions Applicable during each phase of the Construction of the Facility. In addition to the other provisions of the Lease Agreement, the following provisions shall be applicable during the period of time that Lessee constructs Project:

1. All construction shall be performed by Leased contractors approved by the Department. Lessee shall furnish the Department with a true copy of Lessee's contract with the general contractor showing a breakdown of costs.

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2. In addition to weekly/monthly construction meetings, the Lessee shall schedule and coordinate a pre-construction meeting, 50% progress meeting, 75% progress meeting and 100% substantial completion walk-thru meetings with the PM.

3. Throughout the construction of the Facility, the PM shall attend weekly/monthly construction meetings and periodically inspect and review the progress of construction to ensure adequate performance and conformity with the approved plans.

4. The PM or appropriate designee shall provide input to the construction punch-list items and shall issue a Final Acceptance of the Facility once all work has been completed and all permits have been approved and closed by all agencies having jurisdiction. Upon issuance of Final Acceptance, the facility may be occupied and opened for its desired intent.

5. Any changes requested by the Lessee modifying the approved Final Plans must be in writing and approved by the Department prior to implementation. All requests for changes shall be coordinated through the PM. The PM will be provided sufficient notice and information (impact to scope, budget, schedule, materials, performance, etc.) to provide timely decisions.

6. Within 30 days after the specified one (1) year warranty period, the Lessee shall schedule a walk-thru of the Facility with the PM and its contractor, to inspect all construction systems and ensure it's intended functionally and expected workmanship. The "warranty period" warrants the work under the construction improvements, defined in the Lease Agreement, to be free from faulty materials and workmanship for a period of not less than one (1) year from the date of final acceptance. This one-year period shall be covered by the Surety Performance Bond as required by this Development Rider. After the warranty inspection is completed with satisfactory results as determined by the PM, the close-out period is concluded, except as provided for under Florida Statue 95.11 (3) (c).

G. Bonds and Insurance:

1. The Lessee shall have 15 days from the date of NTP-1 to submit all required insurances, pursuant to the Lease Agreement, and bonds to the Department prior to any construction work on the Facility Site, and prior to the purchase of any materials, equipment or supplies for construction. The Lessee shall deliver to the County and record in the public records of Miami-Dade County, Florida, a performance and payment bond which satisfies the requirements of Section 255.05 of the Florida Statutes with a surety insurer authorized to do business in the State of Florida as a surety in the full amount of the construction cost of the Facility. Such bond shall be submitted in a form acceptable to the County, and shall name the Lessee as the principal and the County as the obligee.

2. Surety Bond Qualifications: The following specifications shall apply to bid, performance, payment, maintenance, and all other types of bonds.

A. All bonds shall be written through surety insurers authorized to do business in the State of Florida as a surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Bond Amount	Best's Rating
$500,001 to $1,500,000	B V

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$1,500,001 to $2,500,000	A VI
$2,500,001 to $5,000,000	A VII
$5,000,001 to $10,000,000	A VIII
Over $10,000,000	A IX

On bond amounts of $500,000 or less, the provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

1. Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued,

2. Certifying that the surety is otherwise in compliance with the Florida Insurance Code, and

3. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under ss. 31 U.S.C. 9304-9308.

B. Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled **"Surety Companies Acceptable on Federal Bonds"**, published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.

C. The attorney-in-fact or other officer who signs a Contract Bond for a surety company must file with such bond a certified copy of his power of attorney authorizing him to do so. The Contract bond must be countersigned by the surety's resident Florida Agent.

The Lessee may, in lieu of a surety bond, submit a cash bond, conditioned upon the faithful performance of the work in strict accordance with the Lease Agreement and with the Plans and Specifications and the completion of the same free from all liens and within the time limit herein specified; said bond shall be so worded as to make the Lease Agreement a part thereof and shall contain a clause providing the right of suit or action for whose benefit said bond shall be executed as disclosed by the text of said bond and Lease Agreement to the same extent as if he or they were the obligee or obligee therein specifically mentioned, and all such persons shall be held or deemed to be obligee thereof.

Florida Statutes 255.05 provides for the following conditions to be made in all Performance and Payment Bonds relating to public projects:

"A claimant, except a laborer, who is not in privity with the Principal and who has not received payment for his labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the Principal with a notice that he intends to look to the bond for protection."

"A claimant who is not in privity with the Principal and who has not received payment for his labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to the Principal and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment."

"No action for the labor, materials, or supplies may be instituted against the Principal or the Surety unless both notices have been given. No action shall be instituted against the

Principal or the Surety on the bond after one (1) year from the performance of the labor or completion of delivery of the materials or supplies."

3. The bonds shall provide the following, without limitation:

a. That a payment bond in an amount not less than one-hundred percent (100%) of the cost of construction of the Facility is obtained that is conditioned to secure the completion of the Facility free from all liens and claims of contractors, subcontractors, mechanics, laborers and material men in a County approved bond form to be provided by Lessee;

b. That a performance bond in an amount not less than one-hundred percent (100%) of the cost of construction of the Facility is obtained that insures that the construction work shall be effected by the general contractor or, on their default, the surety in a County approved bond form to be provided by Lessee; and,

c. That the surety will defend and indemnify Miami-Dade County and Lessee against all loss, cost, damage, expense and liability arising out of or connected with the construction of the Facility, up to the maximum bond requirement amount.

4. In the event that, for any reason, either or both of the Lessee's Performance and Payment bonds lapse or are held to be no longer valid or enforceable before the satisfaction of any and all claims by material men, laborers, subcontractors, or any suppliers of any kind, the Lessee shall pay all such claims, and indemnify, defend, and hold the County harmless against such claims.

5. If no specific periods of warranty are stated in the Agreement or elsewhere in this Development Rider, for any particular item or work, material or equipment, the warranty shall be deemed to be a period of one (1) year from the date of final acceptance by the County. This Bond does not limit the County's ability to pursue directly with the Lessee or its contractor seeking damages for latent defects in materials or workmanship, such actions being subject to the limitations found in Section 95.11 (3) (c), Florida Statues.

H. Prior to the commencement of construction. Lessee shall provide or cause its subcontractors to provide an original policy for Builders Risk/Installation Floater on an "All Risk" basis in an amount not less than one hundred percent (100%) of the insurable value of the building(s) or structure(s) or material(s). The policy shall be in the name of Miami-Dade County and the Lessee as their interests may appear. This insurance shall be maintained until substantial completion of the work, as determined by the Department.

(This insurance is in addition to the insurance required elsewhere.)

1. No liens shall be attached to the Park or any part thereof.

2. Prior to the commencement of any work, Lessee shall demonstrate to the Department's satisfaction that all construction financing is in place.

3. Lessee shall work closely with the Department in scheduling and engaging in Lessee's construction activity so as not to disrupt Park events, including but not limited to Special Events. Where conflict may occur, the Department shall solely make the determination as to Lessee's right to continue work and the desirability of temporarily halting or continuing activity by Lessee.

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4. Lessee shall be liable for any damage, loss, action, costs (including costs to defend any action) caused by Lessee's failure to cease work after written notice from the Department.

II. THE COUNTY'S CONSTRUCTION OBLIGATIONS

A. Conditions of Facility Site. The County shall deliver physical possession of the Facility Site to Lessee in an "as is" condition so that Lessee may commence construction.

The areas within the Park to be occupied by the Lessee during the execution of the work shall be delineated in the construction documents plans as agreed to between the County and Lessee. The limits of the work shall be sufficient to properly undertake the necessary construction of the Facility and off-site improvements within the Park site so long as normal operations are not impeded.

B. Reasonable Access. The County shall provide reasonable access to allow Lessee to have utilities brought to the Facility Site and to have constructed the approved improvements described in the Lease Agreement.

C. Prevailing Wages. As may be applicable, the Lessee is responsible to meet requirements of Section 2-11.16 of the Miami-Dade County Code as it pertains to Responsible Wages.

Appendix D

Project Title:
TROPICAL PARK
MIAMI DADE COUNTY, FL.
BIRD ROAD AND 82ND AVENUE
Drawing Title: AERIAL OF PARK

Miami–Dade County
Park and Recreation Department
275 N.W. 2nd STREET, 4th FLOOR, MIAMI, FL 33128