

MEMORANDUM

Amended
Agenda Item No. 8(C)(1)

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

DATE: October 1, 2013

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

SUBJECT: Resolution approving (1) the
updated Lease between the State
of Florida and Co-Lessees,
Miami-Dade County and Florida
International University of the
Coconut Grove Playhouse, 3500
Main Highway, Coconut Grove,
FL 33133 and (2) the Agreement
between the County and FIU
Resolution No. R-797-13

The accompanying resolution was prepared by the Department of Cultural Affairs and placed on the agenda at the request of Prime Sponsor Commissioner Xavier L. Suarez and Co-Sponsor Commissioner Sally A. Heyman.



R. A. Cuevas, Jr.
County Attorney

RAC/smm

Memorandum



Date: October 1, 2013

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

From: Carlos A. Gimenez
Mayor

Subject: Coconut Grove Playhouse: Approval of the Updated Lease with the State of Florida and Approval of an Agreement with Florida International University

Recommendation

It is recommended that the Board approve (1) the updated Lease between the State of Florida (State) and co-lessees, Miami-Dade County (County) and Florida International University (FIU) and (2) the Agreement between the County and FIU, in substantially the form attached. Pursuant to the State's solicitation instructions, the Lease will not become fully effective until there has been satisfactory resolution of the encumbrances affecting the title of the Coconut Grove Playhouse property. Similarly, the Agreement with FIU will not activate until such time as well. FIU's Board of Trustees already has approved delegation of authority to execute the Lease and the Agreement.

Scope

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

Fiscal Impact/Funding Source

Any funding that may be required to satisfy State or other prerequisites for the execution of the Lease and the Agreement must first be reviewed and approved by the Board. The Background section of this Memorandum provides an update on these financial issues.

Funding for the eventual capital project to re-establish regional theater on the Coconut Grove Playhouse site comes from two sources: 1) \$15 million from project number 299 of the Building Better Communities-General Obligation Bond (BBC-GOB) program; and 2) \$5 million from Series 2005 of Convention Development Tax (CDT) bond proceeds.

Delegation of Authority

Authority for executing the Lease and the Agreement resides with the Mayor or his designee; authority for exercising all provisions contained in the Lease and the Agreement and applicable to Miami-Dade County is delegated to the Department of Cultural Affairs' Director.

Track Record/Monitor

The State and FIU have track records for working cooperatively and successfully with Miami-Dade County on a variety of issues and projects that benefit the public. Michael Spring, Director of the Miami-Dade Department of Cultural Affairs, is responsible for implementing the County's rights and responsibilities under the Lease and the Agreement.

Background

On July 16, 2013 the Board approved Resolution R-621-13, approving a Lease between the State of Florida and co-lessees, Miami-Dade County and Florida International University, for the Coconut Grove Playhouse property. We noted in the Board agenda item that the Lease remained under review by the State. The Board's approval of the Lease was a prerequisite for the Florida Cabinet to consider the proposal jointly submitted by FIU and the County for the Coconut Grove Playhouse. On August 20, 2013, the Florida Cabinet met in Miami and approved the Business Plan submitted by the County and FIU and delegated authority to the State's Department of Environmental Protection (DEP) to finalize the Coconut Grove Playhouse Lease.

Attached to this agenda item is the updated Lease incorporating subsequent revisions that have been negotiated between the State and the County and FIU. Exhibit B to the Lease is the updated Business Plan, incorporating revisions requested by the State and recommended by the County and FIU. In addition, the July 16, 2013, Board item indicated that a separate agreement between FIU and the County would be developed in tandem with the Lease in order to codify the rights and responsibilities of FIU and the County in more detail in regard to the property, its operation and programming. This County-FIU Agreement also is attached to this agenda item and recommended for approval.

It is important to emphasize that pursuant to requirements of the State's surplus property process, the County and FIU must approve and execute the Lease by October 15, 2013. Additionally, to ensure clarity and establish the terms of the working relationship between the County and FIU, it is essential to approve and execute the County-FIU Agreement in tandem with the Lease.

It must be noted that the State requires that any encumbrances affecting the property's title must be resolved within three months of the execution of the Lease, which is by January 15, 2014, assuming the Lease is executed on the deadline of October 15, 2013. At this time, the State has not agreed to provide us with additional time to resolve the encumbrances. (The prior July 16, 2013, Memorandum to this Board suggested that the State had been considering allowing additional time as might be reflected in the Lease. However this is not the case; the State has not agreed to any language in the Lease to provide such additional time.) It must be reiterated that any funding that may be required to satisfy State or other prerequisites related to the finalization of the Lease and the Agreement must first be reviewed and approved by the Board.

The Updated Coconut Grove Playhouse Lease

The following are highlighted revisions to the updated Lease that were made subsequent to the Board's July 16, 2013 action:

- The term of the Lease is fifty (50) years with two twenty-five (25) year renewals that are subject to the State's approval (Section 3).
- The insurance requirements have been updated to reflect the fact that the County and FIU are self-insured (Section 14).
- The Lease provides the County and FIU with the authority to challenge certain encumbrances on the property, including by utilization of legal proceedings (Section 16) and commits the State's reasonable cooperation with such actions (Section 31).

- The time to cure any breach of the Lease's terms and conditions is extended from sixty (60) to one hundred and twenty (120) days (Section 26).
- If any encumbrances are discovered that were not reflected in the State title work, the County and FIU have twelve months to address these "new" encumbrances; if unable to do so, the County and FIU may terminate the Lease (Section 31).
- The use of the approved \$20 million of County bond funds for the Playhouse and adherence to timetable for carrying out the capital project are requirements of the Lease (Section 40).
- An annual written status report is required to be submitted to the State by the County and FIU (Section 40).

The Updated Business Plan

The following are highlighted revisions to the updated Business Plan that were made subsequent to the Board's July 16, 2013 action (this updated Business Plan is Exhibit B to the attached Lease):

- The County and FIU may pursue the potential of additional, compatible development on the property with the objective of generating additional revenues principally dedicated to ensure the viability and success of GableStage's and FIU's cultural and educational programming at the Playhouse (page 5 and pages 15-16).
- An estimated timeframe for the capital project is included (pages 9-10).
- There are sections outlining Miami-Dade County's successful track record for working with non-profit cultural organizations to manage the County's property (pages 12-13 and Attachment E).

The County-FIU Agreement

In order to ensure that there is a clear delineation of the rights and responsibilities between the County and FIU, a separate agreement has been developed to codify the provisions essential to the County-FIU partnership. This Agreement (attached) was based on the details contained in the Business Plan (Exhibit B to the Lease) which was developed jointly by the County and FIU in coordination with GableStage.

The key principles that guided the County-FIU Agreement are:

- The County assumes responsibility for any costs associated with resolving the encumbrances.
- The County has the sole rights and responsibilities in regard to the implementation, decision-making and funding necessary to develop a regional theater on the site.
- The County has the right to determine the best method to manage the surface parking lot with the objective of dedicating the net revenue from its operation to the management and programming of the theater, subject to confirmation regarding application of funding.
- The County will have the financial responsibility for the implementation of the Playhouse capital plan, for the theater's operations and programming, or for any other costs associated with the property.
- Subject to review and approval of a bid waiver by the Board, the County will enter into an Operating Agreement with GableStage to operate, program and maintain the theater. GableStage will be responsible for all costs associated with the operations and programming of the theater.

- GableStage and FIU will develop an agreement to establish programs and initiatives that mutually benefit the theater company and the university, as outlined in the Business Plan.

Update on Encumbrances Affecting the Property Title

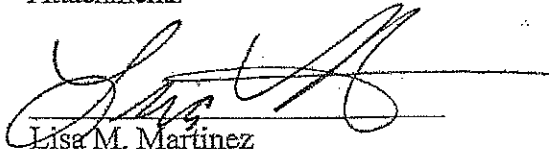
We are continuing to work on the requirement to satisfy and/or obtain releases of the property title encumbrances identified by the State and as noted above, these issues must be resolved within 90 days of executing the Lease. The following is a summarized progress report:

- City of Miami
We are in discussions with the City of Miami regarding: the accumulated fines resulting from numerous Final Administrative Enforcement Orders which are referenced in the title work; and the City lawsuit seeking a leasehold interest in the Playhouse property. The City estimates the total amount claimed arising from the enforcement orders to exceed \$500,000. Based on our recent discussions, City representatives have expressed their intention to support the County's and FIU's objectives for the Playhouse project. The City and its Offstreet Parking Authority have expressed an interest in collaborating on the theater, parking and the potential of additional, compatible development on the property. We anticipate that these discussions may result in a more formal agreement with the City regarding their involvement that the agreement may serve as a prerequisite for the City to relinquish its claims and lawsuit. Such an agreement would be reviewed by the Board and the City Commission and the disposition of the City's claims and lawsuit would be addressed by the City Commission.
- Aries (GH Mortgage, LLC)
Conversations among the attorneys representing Aries, the Coconut Grove Playhouse and the County are continuing with the objective of resolving the pending issues. These include: having Aries remove references in its \$1.5 million mortgage for the separate "Bicycle Shop" property that appear as exceptions in the title work on the Playhouse property; and (unrelated to the County and FIU) settling the foreclosure action that Aries has undertaken with the Playhouse regarding the Bicycle Shop Property. As we have reported, the Bicycle Shop property did not revert to the State and certain assignments of leases, rents and profits from the Playhouse property are referenced in the title report as purporting to secure the mortgage on the Bicycle Shop property between GH Mortgage, LLC and the Coconut Grove Playhouse, LLC. The State's current position appears to be a preference for having Aries remove references to their mortgage on the Bicycle Shop property that appear in the Playhouse title work.
- Other Judgments and Encumbrances
As noted in the July 16, 2013 Board item, a number of other judgments recorded as encumbrances in the title work of the Playhouse Property also will need to be resolved. We will provide future updates to the Board on efforts with these matters.

Other Options Being Pursued Concurrently to Secure the Playhouse Property

At the August 20, 2013, Florida Cabinet meeting, State staff recommended and the Cabinet approved moving ahead with concurrent work on other potential solutions regarding the Playhouse property: a property exchange and/or fee simple conveyance of the property to the County. Subsequently, we have had discussions with DEP staff regarding the procedures involved in a property exchange and have begun the process of identifying and reviewing potential parcels of County property that may be available and of interest to the State. In addition, we have had very preliminary conversations with State staff regarding the concept of deeding the property to the County at no cost, given the County's commitment to utilizing the Playhouse for a purpose that will benefit the public. It is important to note that any of these options would require Cabinet and Board approval. In addition, FIU has expressed its strong support for pursuing these options and its commitment to developing a programmatic partnership with GableStage if the County became the sole owner of the property.

Attachments

A handwritten signature in black ink, appearing to read 'Lisa M. Martinez', is written over a horizontal line.

Lisa M. Martinez
Senior Advisor, Office of the Mayor



MEMORANDUM

(Revised)

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

DATE: October 1, 2013

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

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

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☒ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Amended
Agenda Item No. 8(C)(1)

RESOLUTION NO. R-797-13

RESOLUTION APPROVING (1) THE UPDATED LEASE BETWEEN THE STATE OF FLORIDA (STATE) AND CO-LESSEES, MIAMI-DADE COUNTY (COUNTY) AND FLORIDA INTERNATIONAL UNIVERSITY (FIU) OF THE COCONUT GROVE PLAYHOUSE, 3500 MAIN HIGHWAY, COCONUT GROVE, FL 33133 AND (2) THE AGREEMENT BETWEEN THE COUNTY AND FIU, AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE THE LEASE AND THE AGREEMENT, SUBJECT TO CERTAIN CONDITIONS AND AUTHORIZING THE COUNTY MAYOR OR THE MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN

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

WHEREAS, on August 20, 2013, the Florida Cabinet met in Miami and approved the Business Plan for the Coconut Grove Playhouse property submitted by the County and FIU and delegated authority to the State's Department of Environmental Protection (DEP) to finalize the Coconut Grove Playhouse Lease; and

WHEREAS, the terms and conditions of the Lease attached hereto as Exhibit A have been updated after reviewed by staff at the County, the State and FIU; and

WHEREAS, a separate agreement between FIU and the County is needed to further delineate their respective rights and responsibilities in regard to the property, its operation and its programming; and

WHEREAS, the Lease and the Agreement will become effective on or before January 15, 2014, subject to the resolution of any encumbrances affecting the title of the Coconut Grove Playhouse property,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that the Board authorizes the County Mayor or County Mayor's designee to execute the Lease between the State and Co-Lessees, the County and FIU and the Agreement between the County and FIU, in substantially the form attached hereto, and authorizes the Mayor or the Mayor's designee to exercise any and all other rights contained therein, all subject to the following conditions:

1) Satisfactory resolution of any encumbrances affecting the title of the Coconut Grove Playhouse property through collaborative efforts by the State, FIU and the County; and

2) Review and approval by the Board of any expenses and corresponding revenue sources that may be necessary for the County to satisfy State or other prerequisites for the Lease to become effective.

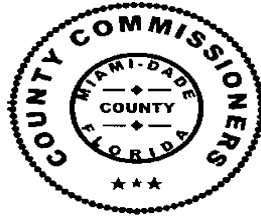
The County Mayor or Mayor's designee is further authorized to determine whether such conditions have been met. In addition, the Board urges the Florida Cabinet and Department of Environmental Protection to take whatever additional action may be necessary to convey the Coconut Grove Playhouse property to Miami-Dade County. The Board also directs the County's State lobbying team to advocate for such conveyance, the lease and any other actions as needed related to furthering the Coconut Grove Playhouse initiative and authorizes and directs the Office of Intergovernmental Affairs to include this item as part of its ongoing State legislative activities.

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

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

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of October, 2013. This resolution shall become effective 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.

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.

JEB

Jason E. Bloch

OAL1
BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA

LEASE AGREEMENT

Lease Number 4721

THIS LEASE AGREEMENT, made and entered into this _____ day of _____ 20__, between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as "LESSOR", and FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES, by and on behalf of FLORIDA INTERNATIONAL UNIVERSITY (FIU) and MIAMI-DADE COUNTY (COUNTY) (collectively hereinafter referred to as "LESSEE".)

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

1. DELEGATIONS OF AUTHORITY: LESSOR's responsibilities and obligations herein shall be exercised by the Division of State Lands, State of Florida Department of Environmental Protection.
2. DESCRIPTION OF PREMISES: The property subject to this lease is situated in the County of Miami-Dade, State of Florida and is more particularly described in Exhibit "A" attached hereto and hereinafter referred to as the "leased premises". The leased premises are being leased to LESSEE in an "AS IS, WHERE IS" condition without warranties of title or representations.
3. TERM: The term of this lease shall be for an initial period of 50 years commencing on October 15, 2013, and ending on October 14,

2063, unless sooner terminated pursuant to the provisions of this lease. LESSEE may renew this lease for two additional 25-year terms, subject to LESSOR's approval, at one of its regularly scheduled meetings, of LESSEE's request to renew or extend this lease. LESSEE shall be required to give LESSOR at least one hundred twenty (120) days written notice of its election to renew or extend this lease prior to the expiration of the current lease term.

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

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

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

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

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

9. EASEMENTS: All easements of any nature including, but not limited to, utility easements are required to be granted by LESSOR. LESSEE is not authorized to grant any easements of any nature and any easement granted by LESSEE shall be void and without legal effect.

10. SUBLEASES: This lease is for the purposes specified herein and subleases of any nature are prohibited, without the prior written approval of LESSOR. Any sublease not approved in writing by LESSOR shall be void and without legal effect.

11. OPERATING AND OTHER ANCILLARY AGREEMENTS: All parties stipulate and agree that LESSEE has the right to enter into agreement(s) with outside party(ies), for the purpose(s) of managing, operating and/or maintaining all or a portion of LESSEE's operations and/or the leased premises, including, without limitation, ancillary and supporting functions such as vehicular parking and concessions. However, LESSOR reserves the right to review any proposed activity by a third party to determine if the activity would require a sublease pursuant to Chapter 18-2, Florida Administrative Code. If a sublease is required, it shall comply with the applicable requirements of Chapter 18-2, Florida Administrative Code.

12. RIGHT OF INSPECTION: LESSOR or its duly authorized agents, representatives or employees shall have the right at any and all times to reasonably inspect the leased premises and the works and operations of LESSEE in any matter pertaining to this lease.

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

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

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

15. LIABILITY: Each party is responsible for all liability attributable to that party and to the officers, employees and agents of that party, including but not limited to liability for personal injury and property damage arising out of the negligent acts or omissions of that party and the officers, employees and agents of that party. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

16. PAYMENT OF TAXES AND ASSESSMENTS/AUTHORITY TO CHALLENGE .

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

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

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

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

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

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

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

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

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

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

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

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

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

Page 9 of 23
Lease No. 4721

R 05/13

LESSOR: State of Florida Department of
Environmental Protection
Division of State Lands
Bureau of Public Land Administration, MS 130
3800 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

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

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

and

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

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

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

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

27. DAMAGE TO THE PREMISES: (a) LESSEE shall not do, or suffer to be done, in, on or upon the leased premises or as affecting said leased premises or adjacent properties, any act which may result in damage or depreciation of value to the leased premises, or any part thereof.

(b) LESSEE shall not generate, store, produce, place, treat, release or discharge any contaminants, pollutants or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the leased premises or any adjacent lands or waters in any manner not permitted by law. For the purposes of this lease, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant.

"Pollutants" and "pollution" shall mean those products or substances defined in Chapters 376 and 403, Florida Statutes, and the rules promulgated thereunder, all as amended or updated from time to time.

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

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

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

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

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

30. BEST MANAGEMENT PRACTICES: LESSEE shall implement applicable Best Management Practices for all activities conducted under this lease in compliance with paragraph 18-2.018(2)(h), Florida Administrative Code, which have been selected, developed, or approved by LESSOR or other land managing agencies for the protection and enhancement of the leased premises, provided that LESSOR has provided to LESSEE written copies of such Best Management Practices prior to, or contemporaneously with, execution of this lease.

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

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

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

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

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

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

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

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

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

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

39. ADMINISTRATIVE FEE: LESSEE shall pay LESSOR an annual administrative fee of \$300 pursuant to subsection 18-2.020(8), Florida Administrative Code. The initial annual administrative fee shall be payable within thirty days from the date of execution of this lease agreement and shall be prorated based on the number of months or fraction thereof remaining in the fiscal year of execution. For purposes of this lease agreement, the fiscal year shall be the period extending from July 1 to June 30. Each annual payment thereafter shall be due and payable on July 1 of each subsequent year.

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

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

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

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

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

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

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

Witness

Print/Type Name

Witness

Print/Type Name

By: _____ (SEAL)

CHERYL C. McCALL, CHIEF
BUREAU OF PUBLIC LAND
ADMINISTRATION, DIVISION OF
STATE LANDS, STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL
PROTECTION

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Cheryl C. McCall, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:

Approved as to Form and Legality

By: _____

DEP Attorney

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

Witness

Print/Type Name

Witness

Print/Type Name

By: _____

Print/Type Name

Title: _____

(OFFICIAL SEAL)

"LESSEE"

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____
day of _____ 20__, by _____, as
_____, on behalf of Florida International
University Board of Trustees. He/She is personally known to me.

Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:

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

Witness

Print/Type Name

Witness

Print/Type Name

By: _____

Print/Type Name

Title: _____

(OFFICIAL SEAL)

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

"LESSEE"

STATE OF FLORIDA
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this _____
day of _____ 20__, by _____ and
_____, as _____ and
_____ respectively, on behalf of the
Board of County Commissioners of Miami-Dade County, Florida. They are
personally known to me.

Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:

Page 21 of 23
Lease No. 4721

R 05/13

EXHIBIT "A"

LEGAL DESCRIPTION OF THE LEASED PREMISES

EXHIBIT "B"
BUSINESS PLAN

See attached Business Plan, Coconut Grove Playhouse.

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

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



GABLESTAGE

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- B - Building Program for 300-seat professional theater
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- D – Coconut Grove Playhouse Questions and Answers
- E – Miami-Dade County Operating Agreements with Non-Profit Cultural Organizations
- F – Coconut Grove Playhouse Property Location Map and Information

Introduction

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

Key Benefits to the State and Florida International University

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

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

Key Benefits to Miami-Dade County

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

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

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

Contacts:

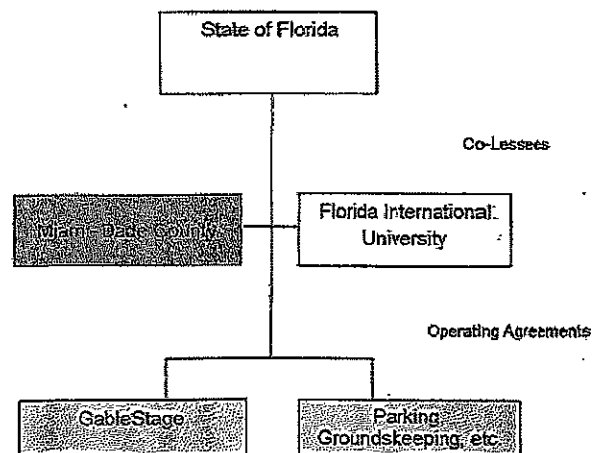
Kenneth A. Jessell, Ph.D.
Senior Vice President and Chief Financial Officer
Florida International University
11200 SW 8th St, PC 523, Miami, FL 33199
Phone: 305-348-2101
Fax: 305-348-3678
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Lisa M. Martinez
Senior Advisor, Office of the Mayor
Miami-Dade County
111 NW 1st St, 29th Floor, Miami, FL 33128
Phone: 305-375-2911
Fax: 305-375-2099
E-mail: lisamm@miamidade.gov

Governance and Organizational Structure

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

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



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

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

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

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

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

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

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

Capital Plan

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

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

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

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

The Building Program for a Regional Theater Facility

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

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

Funding for the Capital Plan

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

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

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

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

Timetable for the Capital Plan

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

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

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

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

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

Operational Forecast / Property Management and Development

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

Key Premises that Support the Operational Forecast

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

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

FIU Programs at the Coconut Grove Playhouse

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

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

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

The Financial Viability of Regional Theater and This Business Model

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

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

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

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

Preliminary Operational Forecast for Regional Theater

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

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

Regional Theater Preliminary Operational Forecast

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

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

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

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

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

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

Operation of Parking, Site Maintenance and Compatible Development

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

The options for parking operations and site maintenance include:

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

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

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

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

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

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

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

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

Vision

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

Mission

Public Engagement

Meetings, conferences, lectures, and symposia

Public Performances

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

Public Visual Art Exhibitions

Visual art exhibitions by FIU undergraduate and graduate students

Visual art exhibitions by Coconut Grove Arts Festival

Graduate Visual Art and Theatre Design Studios

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

Post-Graduate Theatre Company

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

Post-Graduate Dance Company

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

Master Classes

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

Service Courses

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

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

Classical Radio Station

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

Live Work Space

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

Coconut Grove Playhouse - 300-seat professional theatre

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April 10, 2008
template v2.0



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Summary of Net Square Footage Allocations

Program Element	Total nsf	% Nsf	WC's	Urinals	Stinks	Showers
Programmed Areas						
A Large Hall	11,390	50%	13	2	24	9
C Public Spaces	4,495	20%	13	1	19	0
D Administration & Building Services	2,075	9%	3	1	9	0
E Production Support	4,605	20%	0	0	3	0
Total Net Square Feet	22,565	100%	29	4	55	9
300 Seats						
Estimated Non-Programmed Areas						
G Net Area	22,565	100%				
H Walls & Structure	2,812	12%				
I BOH Circulation	5,512	24%				
J Mechanical & Electrical	3,299	15%				
K Inaccessible Areas	1,523	7%				
Estimated Total GSF	35,710	158%				

Breakdown By Component

Program Element	Total nsf	% Nsf	WC's	Urinals	Stinks	Showers
A Large Hall						
100 Performance Spaces	7,065	62%				
200 Backstage and Support Spaces	4,335	38%				
Sub Total	11,390	100%	13	2	24	9
C Public Spaces						
700 Front-of-House and Public Spaces	4,495	100%	13	1	19	0
Sub Total	4,495	100%	13	1	19	0
D Administration & Building Services						
800 Administration	1,700	82%				
900 Building Services	375	18%				
Sub Total	2,075	100%	3	1	9	0
E Production Support						
1000 Rehearsal Spaces	1,520	33%				
1100 Costume Shop	1,135	25%				
1115 Prop Shop	300	7%				
1300 Scenery Shop	1,650	36%				
Sub Total	4,605	100%	0	0	3	0

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Coconut Grove Playhouse - 300-seat professional theatre

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Large Hall**Summary of Net Square Footage Allocations**

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

Detailed Space List

Performance Spaces	300 Seats	Width	Depth	Height	Nsf	Comments
101 Auditorium					2,880	
102 Stagehouse					2,800	
103 Stage Apron		80w	35d	60h	2,800 nsf	35' max prosc
104 Orchestra Pit	23 musicians	35w	3d		105	
Overhung Area		35w	5d		420	
Lift		35w	7d			
105 Trap Room		20w	16d		320	Begins about 6' upstage due to pit depth
106 Orch Pit Wagon Storage					0	
107 Counterweight Pit		0w	0d		0	
108 Dimmer Room					100	
109 Amplifier Rack Room					80	
110 Lighting Control Booth					200	
111 Sound Mix Location at Rear of Main Level					0	
112 House Sound Control Wagon Storage Room at Rear of Main Level					0	
113 VIP's / Director's Booth / Audio Description Room					0	
114 Crying Room / Photographers Booth					0	
115 Protection Booth					0	none
116 Followspot Booth					150	up to two operators
Sub-Total					7,055	62%

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Backstage and Support Spaces

Performer Accommodations

201 Dressing Rooms		nsf	1,830	
.03 (2) Star Dressing Room (t&s)	2 occ.	580 nsf		
.05 (1) Four-person Principal Dressing Rm (t&s)	4 occ.	250 nsf		
.07 (2) Eight-person Principal Dressing Rm (t&s)	16 occ.	1,000 nsf		
.08 (0) 10-person Chorus Dressing Rm (t&s)	0 occ.	0 nsf		
Total accommodations	22 occ.			
202 Off-stage Left and Right toilets (2 unisex @ 60)			120	In hallway adjacent to stagehouse
203 Performer's Lounge			300	In gross
204 Vending Machine/Pay Phones/Coffee Alcove(s)				In gross
205 Call Board				
206 Pit Musician's Assembly Area	23 musicians		0	
207 Pit Musicians' / General Use Restrooms	0 f&trs		0	
	0 wc's for women	0 nsf		
	0 f&trs; 0 urinals, 0 wc's for men	0 nsf		
208 Backstage elevator (5 x 8 cab, 2 stops)			140	
Performer Support / Work Areas				
209 Wardrobe Maintenance Room			0	
210 Wigs & Make-up Running Room			0	
211 Laundry			100	Space for 2 house washer and dryers, folding
212 Backstage Catering Pantry			0	cast & crew meals, star hospitality
213 Multi-Purpose / Rehearsal Room			0	
Staff Accommodations				
214 House TD-SM Office			100	
215 House Asst Prod Mgr Office			100	
216 Visiting Company Mgmt Office			0	
217 Visiting Stage Mgmt & Design Office			0	
218 Crew Lounge, Kette, m&f lockers, m&f toilets, showers			250	
219 Wardrobe Crew Lounge			0	



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<u>Receiving & Storage</u>				
220 Stage Door Lobby		100		also serves offices, other theater
221 Stage Door Security Desk / Sec'y Equipment		100		also serves offices, other theater
222 Stage loading dock for up to (2) - 53' trailers on 20' road tractors and one dumpster			exterior	
223 Stage receiving & assembly (20' high)	20w	15d	20h	
224 Tool Room, Repair Shop			300	
225 Road Box Storage			100	
226 Paint / Pyro Lock-up			0	
227 Lighting Storage, repair, gel, templates			35	
228 AV Shop & Storage			150	
229 Piano Storage			100	
			110	two uprights, climate controlled
230 Run Crew Supplies (tape, gloves, flashlights, radios, etc.)			0	
231 General Storage (Risers, Softgoods in Hampers, Ladders, Air-Lifts, etc.)			250	
232 Dance Surface Storage			0	
233 Instrument Storage			0	drum kit, etc.
234 Stand and Chair Storage (for pit)			150	
235 Freight Elevator (0 stops, 8 x 12 cab)			0	
Sub Total			4,335	38%
Total Net Square Footage			11,390	100%



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Coconut Grove Playhouse - 300-seat professional theatre

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Public Spaces**Summary of Net Square Footage Allocations**

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

Detailed Space List

Front-of-House and Public Spaces	Width	Depth	Height	Comments
701 Box Office Sales Area				
Sales Windows, 2 @ 50sf				100 nsf
Coffee area, unisex restroom				0 nsf
(1) Managers' Office				100 nsf
Staff Work Area for 2				0 nsf
Computer Room / Copy Room				0 nsf
Supplies, records storage				0 nsf
702 Box Office Foyer Area				200
703 Large Hall Public Circulation @ 7.0 nsf per seat				
Lobby Areas Total @ 3.0 nsf per seat				900 nsf
Public Circulation @ 4.0 nsf per seat				1,200 nsf
704 Large Hall Public Restrooms @ 1 ftr/ 25 seats		12 ftrs		810
2 Individual unisex handicap assist restroom(s)				120 nsf
7 wc's for women				350 nsf
3 ftrs, 2 urinals, 1 wc's for men				140 nsf
705 Patron Services Desk (binoculars, hearing systems, disabled assistance, info)				incl in lobby allow.
706 F.O.H. Equipment Storage (rain runners, etc.)				50
707 Program Storage				30
708 House Manager and Usher Coordinator's Office				150
709 Volunteer Ushers (10) locker and break room				0
710 Public Elevators (2 - 5 x 7 cabs, 2 stops)				255
				small half-lockers
				TBD based on design

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Building ProgramDonor Accommodations & Special Events

711 Patron's Lounge / Event Room			500	discuss
Bar Area			0 nsf	
Lounge Area for 15 seated Patrons (for dinner)	30 standing		315 nsf	
Furniture storage			125 nsf	
Restrooms:	0 fixrs			
1 Individual unisex h'cap assist restroom(s)			60 nsf	
Support - 2/3 Pantry , 1/3 Storage			0 nsf	
				this pantry serves all events in public spaces - confirm size with local caterer

Concessions & Sales

712 Service Bars (5 lin ft for each 200 patrons)	2 locations	10 linear ft	100	allocate proportionally
Fixed locations	2 locations			
713 Bar & Concession Storage & Prep Rm(s)			100	refine with food svc consultant, distribute as needed
714 Concession Managers Office			100	
715 Bartenders (0) locker room			0	
716 Sales Kiosk Staging / Storage			100	

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



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Administration & Building Services**Summary of Net Square Footage Allocations**

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

Detailed Space List

Administration	Comments
801 Admin Offices (staff of 8 FTE)	750
802 Sec / Reception	1 sec'y & waiting 200
803 Kitchenette	0
804 Small Conference Room	225
805 Large Conference Room	0
806 AV Archive Library	0
807 PR / Advertising Storage	80
808 Work Room	0
809 Copy & Supply	50
810 File Room / Storage	150
811 Dead Storage	0
812 Computer Room	80
813 Rest Rooms	150
814 Janitors' Closet	15
Sub Total	deleted 1,700 82%

Building Services

901 Building Engineering Office	90
902 Maintenance and Operations Office	0
903 Janitorial supplies storage	100
904 Janitorial crew lockers	125
905 Janitors' Closets @ 15 nsf	60
Large Hall BOH	2 30 nsf
Studio Thtr BOH	0 0 nsf
Public Areas	1 15 nsf
Admin	1 15 nsf
Sub Total	375 8%

Total Net Square Footage**2,075 100%**

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Production Support

Summary of Net Square Footage Allocations

Category	Total Nsf	
1000 Rehearsal Spaces	1,520	33%
1100 Costume Shop	1,135	25%
1115 Prop Shop	300	7%
1300 Scenery Shop	1,650	36%
Total Net Square Feet	4,605	100%

Detailed Space List

Rehearsal Spaces	Width	Depth	Height	Comments
1001 Rehearsal Hall A	40w	35d	20h	1,400 discuss sizes
1002 Stage Mgmt Office for A				0
1003 Rehearsal Storage for A				100
1004 Janitors' Closet				20
Sub Total				1,520 100%

Costume Shop

Costume Shop	Width	Depth	Height	
1101 Costume Directors Office				120 secure
1102 Costume Workroom Manager's Office				0 secure, w/ window into workroom
1103 Costume Design Office				0 secure
1104 Show Set-up Room				0 40 LF pipe rack, box storage
1105 Costume Workroom				600 Windows, power supply, ventilation
1106 Forms Storage				0
1107 Fabric Storage				0
1108 Dye Shop				100 Outside exhaust, power supply, water, spray booth, adjacent to Workroom
1109 Crafts Room				0 Outside exhaust, power supply, water, share dye spray booth
1110 Spray Booth				0 Outside exhaust, power supply, water, share dye spray booth
1111 Fitting Rooms				0 10 x 11.5 foot "office", mirrors, 10' tall for headgear
1112 Wig Shop				0
1113 Understudy & Active Storage				0
1114 Janitors' Closet				15
1115 Costume Storage				300
Sub Total				1,135 100%

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Prop Shop	Width	Depth	Height
1116 Hand Prop Storage	200		secure
1117 Secure Prop Storage	100		secure
Sub Total	300	100%	
Scenery Shop			
1301 TD's Office	150		secure
1302 Welding Area	0		
1303 Wood Construction Area	1,500	20h	
1304 Paint Area			
Sub Total	1,650	100%	
Total Net Square Footage	4,605	100%	

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History and Mission

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

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

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

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

EDUCATIONAL PROGRAMMING

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

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

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

Marketing Strategies

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

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

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

AWARDS AND ACCOLADES

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

GABLESTAGE AT THE BILTMORE

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



2010
BLASTED
by SARAH KANE

2009
SPEED-THE-PLOW
by DAVID MAMET

2008
THE ADDING MACHINE
Music by JOSHUA SCHMIDT
Libretto by JASON LOEWITH
& JOSHUA SCHMIDT

2007
**THE LIEUTENANT
OF INISHMORE**
by MARTIN McDONAGH

2006
THE PILLOWMAN
by MARTIN McDONAGH

2005
FROZEN
by BRYONY LAVERY

2004
THE GOAT
by EDWARD ALBEE

2002
A LESSON BEFORE DYING
by ROMULUS LINNEY

2002
James Joyce's THE DEAD
Book by RICHARD NEISON
Music by SHAUN DAVEY
Lyrics conceived and adapted
by Richard Neison & Shaun Davey

FIU / Coconut Grove Playhouse Questions and Answers

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

- The Business Plan proposes that these agreements be in the form of operating agreements and this takes into account the fact that the partners already are identified and that these relationships involve highly specialized functions. Miami-Dade County has informed us that they have operating agreements with a number of non-profit cultural organizations to manage and program property that the County owns and/or has developed and that while these agreements must be approved by their County Commission, they do not go through a competitive process given the specialized nature of the arrangements. Naturally, we will review all of this with our respective attorneys to be sure that we are following the correct process and/or pursuing allowable exceptions. It is essential for the success of the Business Plan that the relationships described in the Governance and Organizational Structure section can be achieved.

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

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

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

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

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

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

the business points that it contains and that will serve as a basis for the agreements (please see pages 5-7 of the Business Plan). FIU will be involved in reviewing the agreement between the County and GableStage in order to ensure that those elements affecting programmatic partnerships between FIU and GableStage are accurately incorporated. Please note that ultimately, the County Commission must approve their operating agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Additional key points provided by FIU

- FIU's proposal is designed to create a \$20 million state-of-the-art theater facility on property to be owned by FIU, through a State lease and at no cost to FIU. FIU and its partners, Miami-Dade County and GableStage, have well-documented and long histories in the following areas:
 - FIU has a strong commitment to the arts through its academic programs and through its activities occurring at the Frost Art Museum, the Wertheim Center for the Performing Arts and at off-campus venues throughout the County.
 - The County has extensive experience in the design, construction and management of large-scale performing arts facilities and in working with non-profit arts organizations to assure programmatic and financial success.
 - GableStage has a twenty year history as the preeminent theater in Miami-Dade County, has successfully maintained relationships with local schools and colleges and already provides educational programming for more than 10,000 students annually, and each year, presents a program of the highest quality theater performances for the community.

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

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

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

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

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

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

HistoryMiami

Duration of Operating Agreement (to date): 41 years

FY 2012-2013 Operating Budget: \$3.06 million

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

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

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

Miami Art Museum

Duration of Operating Agreement (to date): 26 years

FY 2012-2013 Operating Budget: \$11.72 million

FY 2012-2013 County Grant Support: \$1.53 million

Description of Non-profit Organization: The Miami Art Museum is dedicated to collecting and exhibiting international art of the 20th and 21st centuries with a special emphasis on art of the Americas. The museum's collection has grown steadily and now comprises more than 1,300 works across a range of media. A new Herzog & de Meuron-designed building for the museum is under construction in downtown Miami's Museum Park. The Pérez Art Museum Miami (PAMM) will open to the public in December 2013. The new Pérez Art Museum Miami will strengthen the museum's role as a vital cultural and educational center and provide generous spaces to showcase the museum's art holdings and attract more top caliber exhibitions.

Miami Science Museum

Duration of Operating Agreement (to date): 53 years

FY 2012-2013 Operating Budget: \$6.66 million

FY 2012-2013 County Grant Support: \$1.00 million

Description of Non-profit Organization: The Miami Science Museum inspires people of all ages and cultures to enjoy science and technology. During the last decade, the museum has grown to 4,000 member families, over 250,000 annual visitors, one of the largest summer science camps in the nation (ages 3 to 14) and countless additional exhibits, collections and activities. A state-of-the-art new Patricia and Phillip Frost Museum of Science is now under construction in downtown Miami's Museum Park and scheduled to open in early 2015. Structured around a lushly landscaped indoor and outdoor "living core" of terrestrial and aquatic exhibits, featuring one-of-a-kind aquarium components, a state-of-the-art digital dome, hands-on exhibits and interactive digital technology, MiaSci will offer one of the world's most exciting museum experiences. Every aspect of the three-story, 250,000-square-foot MiaSci building is designed to inspire the mind, engage the senses and stimulate the imagination. It will also be a unique educational resource for people of all ages, cultures, and economic backgrounds.

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

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

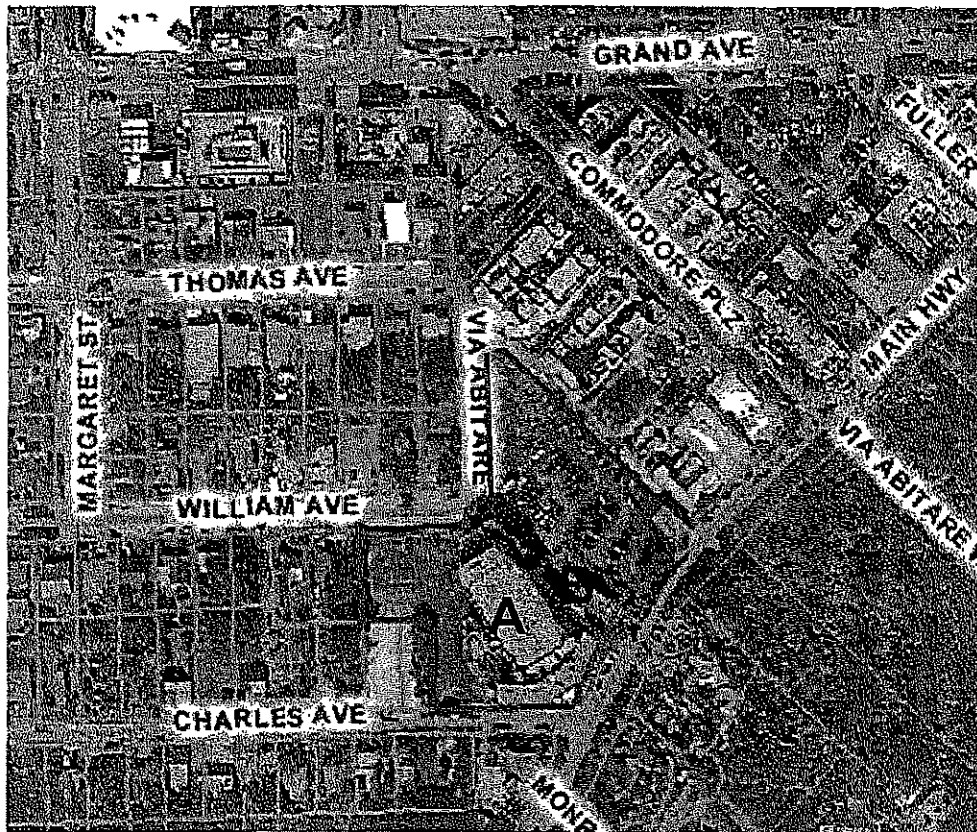
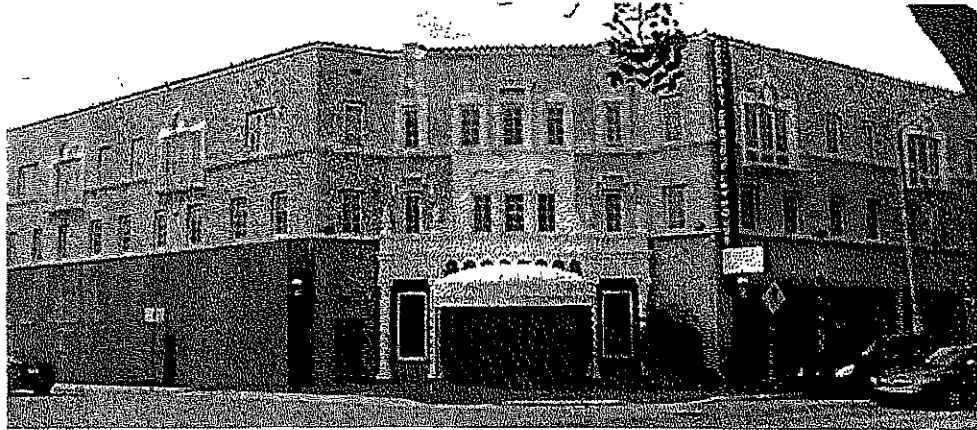
Duration of Operating Agreement (to date): 17 years

FY 2012-2013 Operating Budget: \$34.66 million

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

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

Exhibit F- Coconut Grove Playhouse Property Location Map and Information



	Folio	Building Square Footage	Lot Size
Property A	01-4121-045-0140	50,470 sq. ft.	100,188 sq. ft. (2.3 acres)
Property B	01-4121-056-0030	5,023 sq. ft.	6,840 sq. ft.
Total		55,493 sq. ft.	107,028 sq. ft. (2.45 acres)

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

**AGREEMENT BETWEEN FIU AND MDC
REGARDING COCONUT GROVE PLAYHOUSE**

THIS AGREEMENT ("Agreement"), made and entered into this _____ day of _____, 2013, between MIAMI-DADE COUNTY, FLORIDA, a body corporate and politic existing under the laws of the State of Florida whose business address is 111 NW First Street, Suite 625, Miami, Florida 33128, Attention: Department of Cultural Affairs (the "MDC or County"), and FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES, by and on behalf of FIU, a public body corporate of the State of Florida whose business address is: Florida International University, Modesto Maidique Campus, 11200 S.W. 8th Street, PC 523A, Miami, Florida 33199, Attention: Senior Vice President and Chief Financial Officer ("FIU"). FIU and MDC or County are sometimes referred to in this Agreement individually as "Party" and collectively as the "Parties."

WITNESSETH

WHEREAS, MDC and FIU ("Co-Lessees") have executed or soon will execute Lease Agreement No. 4721 with the Trustees of The Internal Improvement Trust Fund of the State of Florida ("Lessor") covering the Coconut Grove Playhouse Property which is attached hereto as **Exhibit A** and is incorporated herein by reference ("Coconut Playhouse Lease");

WHEREAS, the purpose of this Agreement is to set forth each Party's role and responsibilities as Co-Lessees under the Coconut Grove Playhouse Lease; and

WHEREAS, MDC and FIU have agreed that the most efficient and effective use of their respective resources would be for MDC to assume the primary role under the Coconut Grove Playhouse Lease and FIU would focus on the academic components required under the Coconut Grove Playhouse collaboration.

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby agreed to by the Parties, the Parties hereby agree as follows:

1. **Recitals**: The Parties hereby acknowledge and agree that the above recitals are true and correct and are incorporated herein by reference.
2. **Term**: The term of this Agreement shall be simultaneous with the Term of the Coconut Grove Playhouse Lease.
3. **Coconut Grove Playhouse Lease**: The respective duties and obligations of MDC and FIU under the Coconut Grove Playhouse Lease are as follows:

(a) **MDC duties and obligation**: FIU and MDC have agreed that MDC has assumed sole responsibility for timely performing the terms and conditions of the Coconut Grove Playhouse Lease which shall include, but may not be limited to, undertaking any and all financial, legal or other obligations necessary to carry out the terms and conditions of the Coconut Grove Playhouse Lease. MDC shall also be entitled to direct and oversee the Business Plan pertaining to the Coconut Grove Playhouse Property and MDC be entitled to all rights under the Lease pertaining thereto, including the right to receive rents, profits and income, if any, generated. The Coconut Grove Playhouse Business Plan is itself attached as an exhibit to the Lease.

- (b) **FIU duties and obligations**: FIU and MDC have agreed that FIU shall not knowingly take

any actions or steps that would trigger a default under the Coconut Grove Playhouse Lease. FIU shall observe the Lease terms but shall not have affirmative obligations to perform same. FIU will cooperate and work with and facilitate the processing of any documents, or actions required to be prepared or performed by MDC that need to be submitted to the Trustees of the Internal Improvement Trust Fund in connection with the Lease, or for MDC to otherwise perform the obligations under the Lease and the operations of the Playhouse. Without MDC's express written consent, FIU shall not make or incur any agreements, promises, liabilities or obligations affecting or purporting to affect the Playhouse property or operations of the Playhouse, and shall not create or permit to be created any assessments, liens or encumbrances of any kind on or related to the Playhouse property.

4. Indemnification:

(a) MDC to FIU: To the extent permitted by applicable laws, in consideration of FIU's entering into the Coconut Grove Playhouse Lease and this Agreement with the MDC which includes but may not be limited to all of Miami-Dade County's obligations and responsibilities under the Lease, Miami Dade County shall indemnify and hold harmless FIU from and against any and all liability (monetary or otherwise), claims, including but not limited to contractual claims, and proceedings of any type (including reasonable attorney's fees and costs at all tribunal levels and pre-litigation and post-litigation) (collectively referred to herein as "Claims") that may arise in connection with this Agreement and MDC's obligations hereunder, the Lease and the Coconut Grove Playhouse Leased Premises, directly or indirectly, and regardless of when such Claim(s) arose and regardless of who submits or files such Claims, except to extent caused by the negligence or misconduct of FIU, its employees and/or agents and then only to the extent caused by FIU, its employees and/or agents.

(b) FIU to MDC: To the extent permitted by applicable laws, FIU shall indemnify and hold harmless MDC from and against any and all liability (monetary or otherwise), claims, including but not limited to contractual claims, and proceedings of any type (including reasonable attorney's fees and costs at all tribunal levels and pre-litigation and post-litigation) (collectively referred to herein as "Claims") that may arise in connection with this Agreement and FIU's obligations hereunder and FIU, its employees and/or agents academic activities within the Coconut Grove Playhouse Leased Premises, except to extent caused by the negligence or misconduct of MDC, its employees and/or agents and then only to the extent caused by MDC, its employee, and/or its agents.

The indemnification provisions set forth in this Section 4 shall survive expiration or early termination of this Agreement and the Coconut Grove Playhouse Lease.

5. Default: In the event of a default by either party under this Agreement and a failure by the other party to cure same within ten (10) days after receipt of written notice thereof, and without limitation of any rights and remedies available under or on account of the Lease, the other party shall be entitled to pursue any and all remedies available at law or in equity.

6. Authority:

(a) FIU Authority: FIU is a public body corporate of the State of Florida pursuant to the terms of Florida Statutes Section 1001.72, and FIU has full power to execute, deliver, and perform its obligations under this Agreement. The execution and delivery of this Agreement, and the performance by FIU of its obligations under this Agreement, have been duly authorized by all necessary actions of FIU, and do not contravene or conflict with any rules, regulations, policies or laws governing FIU, or any other agreement binding on FIU. The individual(s) executing this Agreement on behalf of FIU has/have full authority to do so.

(b) MDC Authority: The County is a body corporate and politic existing under the laws of the

State of Florida, and the COUNTY has full power to execute, deliver, and perform its obligations under this Agreement. The execution and delivery of this Agreement, and the performance by the COUNTY of its obligations under this Agreement, have been duly authorized by all necessary action of the COUNTY, and do not contravene or conflict with any rules, regulations, policies or laws governing the COUNTY, or any other agreement binding on the COUNTY. The individual(s) executing this Agreement on behalf of the COUNTY has/have full authority to do so.

7. **Miscellaneous:**

(a) **Waiver:** The failure of either Party hereto to insist in any one or more cases upon the strict performance of any term, covenant or condition of this Agreement to be performed or observed by the other Party hereto, shall not constitute a waiver or relinquishment for any subsequent failure to perform any such term, covenant or condition.

(b) **Successors and Assigns:** The terms, covenants and conditions of this Agreement shall be binding upon and shall inure to the benefit of the Parties, and their respective successors and assigns.

(c) **Notices:** All notices, demands, or other writings in this Agreement provided to be given or made or sent, or which may be given or made or sent, by either party to the other shall be deemed to have been fully given or made or sent when made in writing and hand- delivered or deposited in the United States mail and sent by certified or registered mail all postage prepaid, and addressed to the Parties at their respective addresses set forth in the Introductory Paragraph of this Agreement. The party's may change their respective addresses noted above by providing the other party with prior written notice in accordance the terms of this provision.

(d) **Governing Law/Venue:** This Agreement shall be governed by and construed and enforced in accordance with the Laws of the State of Florida. The venue for any action under this Lease shall be in Miami-Dade County Florida.

(e) **Severability of Provisions:** The provisions of this Agreement are severable, and if any provision, or any portion thereof, is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, any remaining portions of that provision, and all other provisions of this Agreement, shall remain valid and enforceable to the fullest extent permitted by law and equity in order to give effect to the parties' intentions under this Agreement.

(f) **Entire Agreement:** This Agreement shall constitute the entire Agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement.

(g) **Modification of Agreement:** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

(h) **Joint Preparation:** The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

(i) **No Third Party Beneficiaries:** There are no third party beneficiaries to this Agreement.

(j) **Survival:** Rights and obligations which by their nature should survive or which this Agreement expressly states will survive will remain in full force and effect following termination or expiration of this Agreement.

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

WITNESS

Signature: _____

Print Name: _____

WITNESS

Signature: _____

Print Name: _____

COUNTY:

MIAMI-DADE COUNTY, FLORIDA

By: _____

Name: _____

Title: _____

Date: _____

**COUNTY: APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

FIU:

FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES

By: _____

Name: _____

Title: _____

Date: _____

**FIU - APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

WITNESS

Signature: _____

Print Name: _____

WITNESS

Signature: _____

Print Name: _____

Exhibit "A"
Coconut Grove Playhouse Lease
with attached and incorporated Coconut Grove Playhouse Business Plan