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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Agenda Item No. 8(H)(4)

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

DATE: January 21, 2015

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

SUBJECT: Resolution approving policy with respect to distribution of complimentary tickets for 2015 Miami Open Tennis Tournament sponsorship benefits package and 2015 Miami Marlins Baseball season; approving letter of agreement between Miami-Dade county and International Players Championships, Inc. for the 2015 Miami Open Tennis Tournament

Resolution No. R-22-15

The accompanying resolution was prepared by the Parks, Recreation and Open Spaces Department and placed on the agenda at the request of Senator Javier D. Souto.

R. A. Cuevas, Jr.
County Attorney

RAC/cp

Memorandum

MIAMI-DADE COUNTY

Date: Janaury 21, 2015

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

From: Carlos A. Gimenez
Mayor

Subject: Ticket Distribution Policy for 2015 Miami Marlins Baseball Season and 2015 Miami Open Tennis Tournament

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Recommendation
It is recommended that the Board of County Commissioners (Board) approve a ticket distribution policy for the 2015 Miami Open tennis tournament and the 2015 Miami Marlins baseball season.

Scope
This policy is of Countywide significance.

Fiscal Impact/Funding Source
The fiscal impact of this item will be a cash payment to the County of $102,000 for the 2015 Miami Open tennis tournament. There will not be a monetary fiscal impact for the receipt of Miami Marlins tickets.

Track Record/Monitor
The Miami-Dade Parks, Recreation and Open Spaces Department (PROS) Director's Office and Office of Management and Budget (OMB) staff will monitor the receipt of the $102,000 cash payment from International Players Championships, Inc. (IPC). The Clerk of the Board (Clerk) will monitor the lottery and distribution of the Miami Marlins ticket allocation.

Background
The Miami-Dade Commission on Ethics and Public Trust approved a report regarding complimentary event tickets on March 1, 2012 titled "Guidelines and Recommendations Regarding 'Public Benefit' Clauses in Certain Government Contracts" (Attachment A), and issued an addendum on March 29, 2012 clarifying "official function" (Attachment B). On June 11, 2012, the County Mayor provided a report to the Board (Attachment C) that contained a summary of current agreements between the County and other entities which provide for complimentary tickets as well as other events/facilities for which the County also customarily receives complimentary tickets.

Sony Open
The current agreement in effect between the County and IPC for the annual tennis tournament at the Crandon Park Tennis Center was approved by the Board under Resolution No. R-891-86 and was thereafter amended twice via Resolution No. R-712-88 and Resolution No. R-1187-90 ("License Agreement"). At the November 19, 2013 Board meeting, the Board passed Resolution No. R-937-13, approving IPC as the operator of a tennis tournament at Crandon Park for an extended term and approving new agreements with IPC, subject to the satisfaction of certain conditions. These new agreements with IPC are not yet effective as they will not take effect until legal issues

among Bruce Matheson, Miami-Dade County and IPC, including the adoption of amendments to the Crandon Park Master Plan, are resolved by a final non-appealable order of the Courts or by agreement among the parties.

The tennis center site is on County-owned property and the License Agreement has a site sponsorship benefits package that includes County identification on the stadium court walls, advertising in the official tournament program, regular announcements on the electronic scoreboard system, recognition on the sponsor board, and an allocation for courtside boxes, tickets, and passes. The value of the allocation for courtside boxes, tickets, and passes for the 2015 Tennis Tournament is $102,000. The 2015 Miami Open runs from March 23 to April 5.

It is recommended that the County not receive its ticket allocation from IPC for the courtside boxes, tickets, and passes for the 2015 tennis tournament and instead receive a cash payment of $102,000. The funds will be divided evenly among the 13 County Commission Districts in the amount of $7,846 per Commission District. OMB will deposit the funds into a separate account once they are received from IPC. Commissioners may allocate their funds to support park and recreation programming and services at County parks or for youths, charities and/or any other organization or individual fulfilling a public purpose or function via resolution at a Board meeting. OMB will process the allocations accordingly. This procedure was used for the 2014 Sony Open and was approved by the Board through Resolution No. R-108-14. A Letter of Agreement between the County and IPC (Attachment D) setting forth the payment of $102,000 in lieu of tickets for the 2015 tennis tournament is recommended for Board approval.

Miami Marlins

The Operating Agreement between the County and the Marlins Stadium Operator, LLC (Operator) for the Marlins Ballpark was approved by the Board on March 23, 2009 through Resolution No. R-318-09. Section 7.3 of the Operating Agreement between the County and the Operator requires the Operator to provide both the County and the City of Miami (City) with a standard suite for public or charity use for 40 regular MLB home games, with the home opener shared by the County and the City. Each game represents 16 standard suite tickets and four (4) parking spaces. The home opener game represents eight (8) tickets and two (2) parking spaces for both the County and the City.

The contractual County ticket allocation for the entire 2015 Miami Marlins Baseball season is 664 suite tickets for 41 home regular season games and one (1) pre-season game. For the 2014 baseball season, the Board directed the Clerk of the Board to conduct a ticket lottery for the distribution of County tickets. The ticket lottery was conducted and the tickets were allocated to the Mayor and the 12 Commissioners who opted to participate. Tickets were distributed to youths participating in little league or other charitable organizations identified by the Mayor or District Commissioners. For the 2015 baseball season, it is recommended that the County use a similar ticket lottery procedure. Once the tickets are allocated via a random lottery, the Mayor and District Commissioners participating can identify youths, charities, and/or any other organization or individual fulfilling a public purpose or function to which they want the tickets distributed, including retaining the tickets

for permissible public purposes for officials, staff and employees, as set forth in the Commission on Ethics and Public Trust's existing guidelines (Attachments A and B).

The Mayor and District Commissioners are to advise the Clerk of the Board in writing as to their desire to participate in the lottery and to identify the organizations to which they want tickets distributed. The blocks of tickets cannot be broken up among more than one organization. Of the 16 tickets, two (2) will be reserved for the organization's chaperones and 14 will be reserved for the organization's members. Any tickets distributed cannot be resold. Any organization and/or individual receiving a ticket will be required to agree that they will not sell, trade, barter, or raffle for fundraising purposes for cash or other monetary or non-monetary consideration any tickets from their allotment. Ticket usage will be tracked. Family members or relatives will not be eligible to receive tickets unless they are identified as an adult chaperone. Once tickets are allocated, they cannot be exchanged for a different game. In the event the tickets are lost, they cannot be replaced. The Clerk of the Board will distribute the tickets from the Clerk's Office, located at the Stephen P. Clark Center, 111 NW 1 Street, 17th Floor, and will require that any person picking up the tickets present their driver's license and sign for the package.

Other Agreements

With respect to the other events, facilities and activities that the County partners with, such as the City of Homestead/Homestead-Miami Speedway, Santa's Enchanted Forest, and Miami-Dade County Fair & Expo. Inc., and for which the County receives complimentary tickets, the Board approved a policy and process for distribution of those tickets at its January 23, 2013 meeting through R-24-13. This policy and procedure is in effect and will be continued.

Michael Spring, Senior Advisor
Office of the Mayor

Attachments

ATTACHMENT A

MIAMI-DADE COUNTY COMMISSION ON ETHICS & PUBLIC TRUST

Guidelines and recommendations regarding "public benefit" clauses in certain government contracts.

Pursuant to the Ethics Commission's enabling ordinance[1] the purpose of the Ethics Commission is to serve as the guardian of the public trust by, among other things, educating the public...elected and appointed officials and other public servants as to the required standards of ethical conduct. The Ethics Commission is empowered to exercise all powers either specifically granted or necessary in the exercise of those enumerated powers. Accordingly, after the conclusion of a joint investigation by the Public Corruption Unit of the Miami-Dade State Attorney's Office (SAO) and the Commission on Ethics (COE); we felt it appropriate to follow up on concerns identified during the investigation and suggest recommendations and guidelines to address those concerns. The investigation involved a grant dispute between the City of Miami Beach (CMB) and the New World Symphony (NWS). The initial complaint was made by a prominent local attorney and former Miami Beach mayor who was also the Chairman of the Board of Trustees of the NWS. The allegation was that the CMB was refusing to pay the NWS monies due under a Grant-in-Aid Agreement (GIAA) unless the NWS provided the Mayor, Commissioners, and CMB Senior Administrative staff with complimentary tickets to NWS performances. The SAO Close-Out memo is attached hereto as Exhibit 1.

Although the joint investigation did not uncover any violation of criminal laws, it did expose flawed policies that have resulted in unwarranted and inappropriate benefits for elected and appointed officials. Elected and appointed officials can exploit these policies which provide them with thousands of dollars worth of tickets to coveted events sponsored by private entities that have a contractual relationship with the local governments which these officials serve. Moreover, further investigation has shown that several other municipalities engage in similar

[1] Section 2-1066 of the Code of Miami-Dade County.

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ticket distribution plans. These distribution plans sometimes amount to no more than a thinly disguised form of political favoritism used by elected officials to curry favor with supporters and to build political support. The Commission on Ethics and Public Trust finds these practices troublesome and urges all local governments to consider the recommendations set forth in this report.

The City of Miami Beach:

The investigation found that the practice by the City of receiving complimentary tickets to City-owned venues was officially sanctioned with the passage of CMB Resolution 93-20694, which reads as follows:

> *A Resolution of the City Commission of the City of Miami Beach, Florida, providing that complimentary tickets for performances and events at TOPA[2] and the Convention Center which would otherwise be received by the Mayor, City Commissioners, and City employees, shall hereafter be made available to disadvantaged youths, disabled persons, senior citizens and other individuals who do not have the financial ability to purchase tickets for cultural events...*
>
> *Now, therefore, be it resolved by the City Commission of the City of Miami Beach, Florida, that:*
>
> *1) The following City officials shall receive a maximum of four (4) complimentary tickets for one performance of all new productions or events at TOPA and the Convention Center:*
>
> *(1) Mayor and members of the City Commission*
> *(2) City Manager*
> *(3) City Attorney*
>
> *The following City officials shall receive a maximum of two (2) complimentary tickets for one performance of all new productions or events at TOPA and the Convention Center for which such tickets are available:*
>
> *(1) Senior Assistant City Manager, Contract Administrator*
> *(2) Chief Deputy City Attorney*
>
> *2) Any and all remaining tickets shall be donated to disadvantaged youths, disabled persons, senior citizens of Miami Beach and other individuals who do not have the financial ability to purchase tickets for cultural events.*
>
> *3) The City administration shall develop guidelines and appropriate procedures with regard to the administration of this program and shall submit said guidelines and appropriate procedures to the City Commission for final*

[2] Theater of the Performing Arts.

approval... (emphasis added)

While CMB Resolution 93-20694 allows for the receipt of complimentary tickets to events at only the TOPA and the Convention Center, both City-owned facilities, this resolution has been used by CMB Commissioners and employees to justify the receipt of complimentary tickets to many events at CMB venues including the NWS.

In 1993, the then City Manager established a "Promotional Ticket Policy." The policy mirrored the resolution's eligibility requirements, stating that the complimentary tickets be first given to the Mayor, the Commission, the City Attorney, the Assistant City Managers, the Chief Deputy City Attorney, and the Contract Administrator, and that any remaining tickets be donated to disadvantaged youths, disabled persons, and senior citizens. The policy also established the following guidelines:

> *1) A committee appointed by the City Manager shall meet to establish a list of organizations and/or groups eligible to receive promotional tickets...the list shall be updated every quarter.*
>
> *2) A current list of local organizations or civic groups shall be maintained from which a rotation of recipients shall exist.*
>
> *3) Donated promotional tickets may be used by organizations solely to promote fundraisers...*
>
> *4) No more than ten (10) promotional tickets shall be issued to any one organization for one show/event.*
>
> *5) When a representative from an organization receives the tickets he/she will sign a receipt. Organizations will be given a form to be completed and returned to the City Manager's office within two weeks of the show/event...If the organization does not return the completed form, then the City Manager will not issue any more tickets to that organization...*

It should be noted that virtually none of the CMB employees or elected officials (except for one Assistant City Manager) interviewed during the investigation, were aware of the City's own "Promotional Ticket Policy." Not even the current City Manager, who, according to the policy, is responsible for managing the "Promotional Ticket Program," was aware of its existence. Apparently, the only part of the policy implemented was the distribution of complimentary tickets to the Mayor, Commissioners, and CMB senior staff. No record of the appointment of a ticket distribution committee, nor the creation of a list of organizations authorized to receive tickets, was found.

The investigation found that the CMB City Manager acts as the distribution point for all complimentary tickets received by the City. Once tickets come to his office, they are then distributed among the Mayor and City Commissioners. A distribution log is maintained. Once the tickets get into the hands of the elected officials, however, they then have unfettered discretion to do with them what they please. The investigation revealed that many Commissioners kept certain tickets for their personal use. Often, however, Commissioners gave their allotted tickets away to friends, family, staff or other constituents. Certain anecdotal evidence gathered during the course of the investigation suggests that, quite often, the recipients are targeted groups of senior citizens who are made well aware of which Commissioner's beneficence is responsible for the free tickets. The political goodwill derived from these acts of taxpayer subsidized generosity can itself be perceived as a "gift" to the elected official. Utilized by elected officials, this practice is likely to lead to political pandering, including the currying of favor with blocks of potential voters and/or other influential individuals within the electorate.

It is clear that the CMB is not adhering at all to the spirit of its own resolution (93-20694) in that few of the intended recipients i.e. disadvantaged youths, disabled persons, senior citizens of Miami Beach and other individuals who may not have the financial ability to purchase tickets for cultural events, end up benefiting from these free tickets. "Public Benefits" should, in our view, benefit the actual public at large. It is clear that the primary beneficiaries of these "public benefits" are the government officials; this needs to end. Moreover, this type of ticket distribution system appears to be the same type of system, that the Florida State Ethics Commission (FSEC) opined, results in "gifts" being given to elected officials.

Distribution of tickets obtained through "public benefit" clauses:

We recommend that elected official be entirely removed from the process involving distribution of complimentary tickets. All local government entities that have contractual relationships wherein their municipality receives "public benefits," including, but not limited to, event tickets, should adopt a policy or procedure that insulates elected and appointed officials from involvement in the distribution process of the benefits, and limits their receipt of complimentary tickets to occasions when there is a public purpose served by their attendance.

We underscore that, when public power is executed through government contracts to extract a benefit, such as complimentary tickets, from a private party, there can be no permissible purpose for such a benefit other than a public one. Such publicly obtained assets do not differ in character from any other public property such as tax revenue or public buildings. Use of such assets for anything other than public purposes is ethically and legally problematic.

In light of the City of Miami Beach investigation, the Ethics Commission surveyed the "public benefit" practices in several other municipalities. We learned that, in the City of Miami, tickets are routinely provided to elected officials and the City Manager for events at, among other locales, the James L. Knight Center, Bayfront Park and the Sony Ericsson Tennis Tournament (SETT), through a similar distribution procedure.

An Assistant City Manager advised the COE that in 2011, Commissioners, the Mayor and the City Manager each received two (2) tickets per session for a total of twenty-two (22) sessions plus a parking space for the SETT. A City official advised the COE that the SETT tickets are provided as part of an agreement between the City's Department of Asset Management and Miami-Dade County for use of the Marine Stadium parking lot. One elected official in the City advised that he gives the tickets away to "friends...and other important people." Thus, we see another example of elected officials using the so-called "public benefits," in a manner that inures to their personal or political benefit. In practice, the "public" derives little, if any, benefit, from such a self–interested mode of distribution.

Inquiry into similar practices by the City of Homestead (COH) revealed that COH has lease agreements for the Homestead Sports Complex and the Homestead Speedway (the "Lease Agreements"). For each event held at the complex (pursuant to the City's lease agreement with La Ley Sports at the City of Homestead, Inc.), COH receives: the use of a designated skybox, forty (40) skybox tickets, and twenty (20) parking passes. Pursuant to COH's agreement with Homestead Motorsports Joint Venture, COH has been granted: eighty (80) complimentary general admission tickets, the use of two (2) skyboxes, and complimentary tickets for each seat in the skyboxes for each event held at the speedway. In addition, employees of COH are granted a twenty-five percent (25%) discount off of the face value of a ticket to all motorsports events held at the speedway. Each eligible employee may purchase a maximum of two (2) discounted tickets.

One COH official advised the COE that such tickets are routinely left in his office and that he then distributes those tickets to City officials. This individual said he would appreciate formal guidance from the Ethics Commission on this issue.

As another example of the often times inappropriate use of these "public benefits," in 2008, a COH Councilperson was advised by the COE that it would be inappropriate for a Councilperson to offer a candidate running for State office the opportunity to hold a fundraiser at the designated City skybox and only be charged the discounted City rate.

An inquiry into the policies of Miami-Dade County's related policies was also made. According to a representative of the Adrienne Arsht Center (AAC), there is no policy that requires the Performing Arts Center to provide a certain number of tickets to each performance to County officials. However, if the Arts Center/AAC has, what they term, "excess inventory," they do contact County Commissioners' offices to obtain the names of non-profit and/or other charity type organizations they can donate the excess inventory tickets to. The tickets themselves do not pass through the hands of County officials. Once again, however, we find that the practice of making the tickets available to a private, non-profit, group upon the mere designation by a single elected official, rather than a neutral, non-political person or entity, is similarly questionable and problematic.

COE interviewed the County's Director of Cultural Affairs who advised that he "scrupulously avoids" having any type of "public benefit" clauses in any of the contracts between the County and any of the cultural arts groups that perform at various County owned facilities. He further advised that many arts groups themselves often provide tickets directly to underprivileged groups on their own but his office does not engage in any distribution of tickets to elected officials nor requires that any number of tickets be provided contractually.

The City of Coral Gables (CG) was asked about its policy concerning the issuance of tickets under similar agreements. The COE found that the Actors Playhouse (Miracle Theater) in CG manages to avoid interference from elected officials in their distribution of public benefit tickets. The Executive Director of the Miracle Theater advised that the Playhouse has a management agreement with CG. In the agreement, the Playhouse agrees to give 500 tickets to the community. According to the Executive Director, the Playhouse gives away thousands of tickets every year to not-for-profit agencies, schools, and other groups that represent individuals

who cannot afford to buy tickets. She advised that the Playhouse recently gave away 60 tickets to Northwestern High School students (value of more than $1,000.00).

The decision as to which tickets to give away and to whom ultimately lies with the Executive Director. The Executive Director claimed that CG does not interfere with the Playhouse's distribution of the tickets. The City does not monitor the Playhouse's distribution of complimentary tickets. She advised that no tickets go to the City.

When such benefits are provided wholly through the discretion of a non-governmental entity that is not performing a government function, there is no legal prohibition to consider pursuant to the Miami-Dade County Conflict of Interest and Code of Ethics ordinance, provided that there is no connection between the acceptance of the proffered tickets and any action to be taken by the recipients in his or her public role. The acceptance of such tickets by a public official does, of course, subject the official to the gift reporting requirements where the value of the tickets exceeds $100.00.

Attendance as part of official city/county business:

Investigation also determined that, in addition to the myriad number of tickets provided pursuant to "public benefit" clauses, elected and appointed officials are invited to attend numerous events as a matter of "official city business."

Attendance at "official city business" events generally does not require gift disclosure as long as the elected/appointed official is, in fact, performing some bona fide official function at the event (see generally, FSEC opinion 01-019). However, it should be noted that mere attendance at an event by an elected official does not magically transform the event into official city business. "Official functions" can include, but are not limited to: participating in a ribbon cutting, giving a speech, or leading the pledge of allegiance.

There may also be occasions when, due to the presence of visiting dignitaries or other special invited guests, it will be appropriate for officials to attend an event to socialize with such persons as representatives of the local government. Such occasions, however, should be limited to special occasions rather than regularly scheduled events, and ought to include some official designation by the county/city government to those officials in attendance.

It is unlikely that mere, passive attendance by an elected official to such an event, without either some official role in the event, or, at a minimum, recognition as part of an official program of the event, can be considered attendance at an "official function."

Ramifications under gift rules:

Irrespective of the method of distribution employed by a government entity, elected officials must be cognizant of State and local gift rules when accepting tickets to an event. As previously discussed, if an elected official is attending a function as official city/county business, the value of the ticket or function is not considered a gift and therefore, the elected official is not required to disclose it as such.

It is important to note, however, that in CEO-92-33, the FSEC held that City Commissioners have received a gift, not a benefit of office, when the city gives them a block of tickets to performances at a municipally-owned theater, which tickets the City receives as a condition of its lease agreement with the producers. Where a City, by contract, receives tickets to events at the City-owned theater, and where the tickets are divided among the members of the City Commission for either their personal use or to distribute to others at their discretion, the members of the City Commission receive gifts which are subject to gift acceptance and disclosure provisions.

Also, a ticket received directly from a non-government entity outside of any previous agreement between the entity and the local government, is subject to the disclosure requirements set out in Section 2-11.1(e) of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance (reproduced below in its entirety).

Lastly, pursuant to Section 112.3148(4), Florida Statutes:

> "A reporting individual[3]...is prohibited from knowingly accepting, directly or indirectly, a gift...from a lobbyist who lobbies the reporting individual's...agency...if he or she knows or reasonably believes that the gift has a value in excess of $100..."

[3] "Reporting individual" includes "(a) (1.) Every person who is elected to office in any political subdivision of the state, and every person who is appointed to fill a vacancy for an unexpired term in such an elective office." Section 112.3145(1), Florida Statutes.

Thus, it is important that elected officials exercise extreme caution in accepting tickets from an individual registered to lobby in their particular government as State law outright prohibits the acceptance of such, if the value is in excess of $100.00.

Relevant Ordinances:

Miami-Dade County Conflict of Interest and Code of Ethics Ordinance, Miami-Dade County Code Section 2-11.1 states in pertinent part:

> "(e) *Gifts.*
> (1) *Definition.* The term "*gift*" shall refer to the transfer of anything of economic value, whether in the form of money, service, loan, travel, entertainment, hospitality, item or promise or in any other form, without adequate and lawful consideration. Food and beverages consumed at a single sitting or meal shall be considered a single gift, and the value of the food and beverage provided at that sitting or meal shall be considered the value of the gift.
> (2) *Exceptions.* The provisions of Subsection (e) (1) shall not apply to: (a) Political contributions specifically authorized by state law; (b) Gifts from relatives or members of one's household; (c) Awards for professional or civic achievement; (d) Material such as books, reports, periodicals or pamphlets which are solely informational or of an advertising nature; (e) Gifts solicited by County employees or departmental personnel on behalf of the County in performance of their official duties for use solely by the County in conducting its official business; (f) Gifts solicited by Commissioners on behalf of the County in performance of their official duties for use solely by the County in conducting its official business; (g) Gifts solicited by Commissioners, or their staff members, on behalf of any nonprofit organization for use solely by that organization where neither the Commissioner nor his or her staff receives any compensation as a result of the solicitation. As used in this subsection, a "nonprofit organization" shall mean any entity described in section 501(c) (3) of the Internal Revenue Code (the "Code") that is tax exempt under section 501(a) of the Code. As used in this subsection, "compensation" means any money, gift, favor, political contribution, thing of value or other financial benefit.
> (3) *Prohibitions.* A person described in Subsection (b) (1) through (6) shall neither solicit nor demand any gift. It is also unlawful for any person or entity to offer, give, or agree to give to any person included in the term defined in Subsection (b) (1) through (6) or for any person included in the term defined in Subsection (b) (1) through (6) to accept or agree to accept from another person or entity, any gift for or because of: (a) An official public action taken or to be taken, or which could be taken; (b) A legal duty performed or to be performed, Or which could be performed; or (c) A legal duty violated or to be violated, or which could be violated by any person included in the term defined in Subsection (b) (1).

(4) *Disclosure.* Any person included in the term defined in Subsection (b) (1) through (6) shall disclose as provided herein any gift, or series of gifts from any one person or entity, having a value in excess of one hundred dollars ($100.00). Said disclosure shall be made by filing a copy of the disclosure form required by Chapter 112, Florida Statutes, for "local officers" with the Clerk of the Board of County Commissioners simultaneously with the filing of the form with the Secretary of State."

City of Miami Code, Section 2-613 states in pertinent part:

> "Every officer, official or employee of the city, including every member of any Board, commission or agency of the city, is expressly prohibited from accepting, directly or indirectly, from any person, company, firm or corporation to which any purchase order or contract is or might be awarded, any rebate, gift, money or anything of value whatsoever, except where given for the use and benefit of the city."

Conclusion:

It is important to note that the problem we perceive i.e. the unfair advantage provided to elected officials utilizing these tickets as an extension of their self-promotional or campaign activities, is not an issue the Ethics Commission has ever addressed in the past. It appears though that there is simply no good reason why event tickets received by a municipality through a contractual "public benefits" clause or through any other understanding between the municipality and a private entity, should pass through the hands of elected officials. It is recommended that these tickets be distributed to the public by an objective, non-political mechanism. Such a neutral process would remove any suggestion of political or other non-public benefit to the officials. This recommendation is not intended to suggest that distribution of complimentary tickets by public officials is an automatic or per se violation of the ethics ordinance or other applicable ethics rules. It is conceivable that some public officials distribute such benefits in a manner that is non-political and otherwise appropriate. However, the temptations that are inherently likely to cause ethical problems are heightened by any policy that allows such discretionary distribution without oversight or accountability. The difficulty in fashioning an ethically unassailable policy under those circumstances has led to the recommendations contained in this report.

One of the ways we suggest that tickets be made available to the public is to post an announcement on the city/county's website or other publicly advertised medium, notifying the public of when tickets are available and allowing individuals interested in obtaining them to seek them from a non-political source, for example, the City/County Clerk's office. The tickets could be either given away or sold at a discounted rate. Another method might be to follow the Promotional Ticket Policy that the City of Miami Beach adopted but never implemented. This method would seem to ensure that youth organizations, seniors or low income groups get to reap the majority of the public benefit, consistent with the true intention of such contract provisions. It would deny elected officials the undeserved opportunity to grandstand or otherwise use the giveaway of tickets to further their personal or political agendas. Yet another suggested process is to follow CG's example and remove the government entity from the process entirely.

Again, we reiterate that "public benefits" should not inure to the personal, private benefit of elected and appointed officials. These "public benefit" clauses should not be interpreted as another opportunity for elected and appointed officials to reap "perks of office" or be utilized by them for political or other self- aggrandizing purposes. Public benefits should truly benefit the public-at–large, not just certain influential or well-connected individuals.

We understand that the SEC has opined that officials may receive tickets pursuant to "public benefit" clauses, as long as they report them pursuant to the gift reporting requirements. We want to underscore, by this policy statement, that we believe that elected and appointed officials should have no need to report benefits received under "public benefit" clauses because they should not be the recipients of these benefits in the first place, unless they are being used by them in their official roles, as previously described.

Public benefits should benefit the public; they should not be used by elected officials to ingratiate themselves with supporters. It is unethical, in our view, for officials to dole out benefits meant for the public-at-large in a manner that serves the officials personal interests rather than the public's interest.

We hope that local governments will take these recommendations seriously and expeditiously implement changes in accordance with this report. The frequency with which the issue of distribution of "public benefits" has arisen in the past and continues to arise, including inquires to this agency, has led to this attempt to clarify and explain the ethical issues involved.

To that end, we hereby resolve to adopt as a set of "best practices" the recommendations set forth in this report.

Moreover, we will continue to examine the ticket distribution policies of local governments to ensure that they are in conformance with applicable ethics rules. While such policies need not be identical, we believe that adherence to the guidelines and recommendations herein would insure such conformance. Further, we will investigate any instance brought before us, where it appears that "public benefits" are being exploited for the benefit of elected or appointed officials for possible violations of the Miami-Dade County Conflict of Interest and Code of Ethics ordinance. In sum, we recommend as follows:

1. Municipalities and local governments may have "public benefit" clauses in contracts between certain entities and the respective cities. The "public benefits" however, should benefit the public-at-large.
2. Tickets or other "public benefits" should be distributed in a non-political, neutral manner with no interference from local officials.
3. If local officials are the recipient of tickets or other benefits, and the value of the benefits exceed $100.00, the official must comply with gift disclosure rules.
4. Local officials may not accept tickets with a value in excess of $100.00 from any person registered to lobby the government which they serve. This is prohibited pursuant to Section 112.3148(4), Florida Statutes:

   A reporting individual[4]...is prohibited from knowingly accepting, directly or indirectly, a gift...from a lobbyist who lobbies the reporting individual's...agency...if he or she knows or reasonably believes that the gift has a value in excess of $100..."

5. If an official is appearing at an event in his or her official capacity, for a public purpose, the official need not report the attendance at the event as a gift. However, mere passive, spectator attendance at an event will not be regarded as attendance in one's official capacity for a public purpose. Attending an event merely to "be seen" by your constituency is not, in our view, a "public

[4] "Reporting individual" includes "(a) (1.) Every person who is elected to office in any political subdivision of the state, and every person who is appointed to fill a vacancy for an unexpired term in such an elective office." Section 112.3145(1), Florida Statutes.

purpose". Attendance at "official city business" events generally does not require gift disclosure as long as the elected/appointed official is, in fact, performing some bona fide official function at the event. Although the Miami-Dade County Ethics Commission may not have specifically opined in this area in a formal way, we agree with the rationale of the State Ethics Commission's opinions in FSEC opinions 91-46 and 01-019. Those opinions hold that a public or local officer who claims that [a] trip is not a gift is not relieved of the responsibility of determining that he is in fact giving quid pro quo, that is, that the value of his time and services are equal to or greater than the value of the trip.

a. Introducing organizers, participants, or dignitaries;
b. Recognizing the contributions of the organizers or staff;
c. Receiving or giving an award or other special recognition;
d. Giving a speech;
e. Greeting and welcoming attendees;
f. Ribbon cutting;
g. Leading the pledge of allegiance or national anthem;
h. Acting as a goodwill ambassador designated by the Commission/ Council, Chairperson, Mayor or other person qualified to delegate that responsibility;
i. Assess facility needs, proposed changes and constituent concerns in response to a documented complaint specifically addressed to the attendee;
j. Attending the opening day game or performance of a County/City-owned facility.

B. OTHER PERMISSIBLE USES OF PUBLIC BENEFITS

1. Distribution to residents on a publicly-advertised first-come, first-served basis or by lottery;
2. Sell to members of the public, if permissible, with the proceeds going to the general fund or a specially-designated public purpose;
3. Return to donor in exchange for monetary value, with the approval of the governing body of the County/City;
4. Allocations to:
    a. Non-profit agencies for distribution to individuals served by the organizations;
    b. Schools/students or youth athletic leagues;
    c. Bona fide organizations that represent needy individuals, which organizations have no affiliation with the public official providing the benefits or the official's immediate family;
    d. Community based organizations for distribution to individuals served by the organizations.
5. Allocations to the following based upon their contributions to the community or local government:

ATTACHMENT B

ADDENDUM TO GUIDELINES AND RECOMMENDATIONS REGARDING "PUBLIC BENEFIT" CLAUSES IN CERTAIN GOVERNMENT CONTRACTS: PUBLIC PURPOSE

It is the intent of these guidelines and recommendations concerning the distribution of tickets and other public benefits, obtained by governmental entities through contractual negotiation or other exercise of public authority, to assure that these benefits, which are public property, shall be used and distributed for a public purpose. The overriding principle behind these suggestions is to curtail the private use of these public benefits by government officials and employees for their own personal benefit, directly or indirectly. In addition, these guidelines are established to provide guidance to such officials and their employees, as well as their advisors, in order to avoid possible future misuse of such public resources. It is hoped that this will also increase public confidence in the integrity of government in its use of such resources, as well as help to remove the perception that elected and other government officials distribute these public benefits with unfettered discretion and for purposes inconsistent with the proper disposition of public property. Further, it is the intent of these guidelines and recommendations to make clear that public benefits may be utilized under certain permissible circumstances by elected and other government officials and employees where there is a genuine, legitimate and articulable public purpose involved. To that end, we have set forth below a list of suggested permissible public purposes for government officials, staff and employees to consider when it is appropriate to use, for themselves or others, public benefits contemplated by these guidelines. The foregoing list is not exhaustive. The Commission on Ethics is always available to provide an opinion to an inquiring public official or employee regarding whether any particular use or method of distribution is ethically acceptable.

A. PERMISSIBLE PUBLIC PURPOSES FOR OFFICIALS, STAFF AND EMPLOYEES

1. Host business leaders to promote economic development;
2. Host leaders of community service organizations (e.g. organizations that serve the disadvantaged, senior citizens, disabled, ill, children, etc.);
3. Host dignitaries from municipal, state and federal governmental entities;
4. Host dignitaries and business leaders from other countries;
5. Host youth groups, student leaders and recipients of awards;
6. Host elderly Miami-Dade County residents;
7. Host disabled residents;
8. Host low-income residents;
9. Host constituents as: (a) a designated official by the Commission, Chairperson, Mayor or some other person delegated that responsibility, or (b) upon invitation of the event organizer(s) or a person or entity authorized to extend such invitation;
10. Host group(s) of governmental employees being specially recognized for job-related achievements;
11. Being officially recognized by the sponsors of event in a printed program or other public announcement.
12. Performing one of the following functions in one's official capacity as: (a) a designated official by the Commission, Chairperson, Mayor or other person delegated that responsibility, or (b) an individual invited by the venue

ATTACHMENT C

Memorandum

Date: June 11, 2012

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

From: Carlos A. Gimenez
Mayor

Subject: Summary of Current Agreements with Miami-Dade County – Ticket Distribution

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On March 5, 2012, I advised the Board of County Commissioners (Board) that I would conduct a comprehensive review of all current agreements that the County has entered into with entities that include tickets to events. Please find a summary of this review below for your consideration as the development of a countywide ticket distribution is considered:

- **Sony Ericsson** - The International Players Championships, Inc. (IPC) **contract** with Miami-Dade County provides the County with a suite, courtside boxes and passes, to the Sony Ericsson Open Tennis tournament. Historically, a total 2,258 tickets were received by the County Manager's Office; these were distributed as instructed by the County Manager. As a result of the Board's action at the March 6, 2012 meeting, a new approach was implemented for the 2012 tennis tournament. The Board passed a resolution approving a Letter of Agreement between the County and IPC in which the County would accept a one-time cash payment from IPC of $102,000 in lieu of the courtside boxes, tickets and passes. This action only applies to the 2012 Tennis tournament.

- **Miami Marlins** - The **contractual** County ticket allocation is 664 suite tickets for 40 home regular season games and one pre-season game. The Board directed the Clerk of the Board (Clerk) to conduct a ticket lottery for distribution of the County tickets in accordance with the specifications established by the Board at the March 20, 2012 meeting. The ticket lottery was conducted and tickets were allocated to the 12 Commissioners who opted to participate. Tickets will be distributed to youth participating in little league or some other charitable organization identified by the District Commissioner. This policy only applies to the 2012 baseball season.

- The **South Miami-Dade Cultural Arts Center (Center)** has a policy aligning with theater industry standards requiring that renters of the main theater provide the Center with 20 tickets per performance. This policy is noted in all renters' agreements. These tickets are used to resolve issues such as last-minute seating problems, media requests to attend performances, facility staff who may be needed to monitor events, etc.

- The **City of Homestead** has a **contract** with the **Homestead-Miami Speedway** and their contract states that the County will receive tickets; no specific quantities are stipulated in the City's contract with the Homestead-Miami Speedway. Historically, the office of the County Mayor was provided 50 tickets each day the races were in town: Nascar (3 days), Indy (2 days) and Grand Prix of Miami (1 day). Tickets were distributed as instructed by the County Manager. Additionally, tickets were distributed to each County Commissioner (2 tickets for each race day plus 1 parking).

- In the past, **Santa's Enchanted Forest** provided the County Manager's Office with approximately 100 tickets. The tickets were not part of any event contract/agreement. The County Manager's Office distributed these tickets as instructed by the County Manager. The Parks, Recreation and Open Spaces Department (PROS) also received approximately 100 tickets. The County did not receive any tickets for this event in 2011.

- **The Miami-Dade County Fair & Expo. Inc., The Fair** provides the County Manager's Office and the Parks, Recreation and Open Spaces Department (PROS) with tickets. This ticket allocation is not noted within any lease agreement or contract. Historically, tickets sent to the County Manager's Office were distributed as instructed by the County Manager. PROS Fair tickets were distributed to Fair volunteers, student exhibitors, performing arts exhibitors, exhibitors' parents, and employees acting as judges for exhibits. This year, the County Mayor's office did not accept the non-contractual ticket allocation of 15 VIP Parking tickets, 15 Executive parking tickets and 60 pop tickets. The package was returned to the Fair on March 13, 2012 after receiving guidance from the Miami-Dade Commission on Ethics and Public Trust. An additional package for the Board with 2 parking and 4 pop tickets per Commissioner, and 400 gate passes for Commission staff were also received by the County Mayor's office. Tickets for each Commissioner were delivered to their office and the 400 tickets were delivered to the Chairman of the Board's office. Distribution/acceptance of the ticket allocation were at the discretion of the Board.

- **The Miami Dolphins Foundation** has on occasion sent passes to pre-season football games as rewards for distribution during Miami-Dade Public Library Systems' (Library) Summer Reading Program. The number of tickets has varied annually from 50 to 200 tickets. *The Dolphin's Foundation has been a major sponsor of the Library's Summer Reading Program and other children's programs.*

- Community Action and Human Services Department (CAHSD) receives a total of 312 tickets donated by community agencies such as the Junior League of Miami, Inc., Kiwanis Club, University of Miami, Florida International University, Miami-Dade County Fair Expo, Dade County Youth Fair, Nancy E. Carr Claims and Risk Management Services; there is no contract between any of these agencies and the County. These tickets are for different venues to include Jungle Island, AMG Theatre, Gator Park – Everglades, Broward Museum of Discovery & Science, Miami Children's Museum, Gym Kids, University of Miami Basketball games, Dodge City – Holiday Carnival, University of Miami Football games, FIU Football games, Youth Fair, and Kendal Regal Theater. *All tickets are distributed to CAHSD program staff to be used for Disadvantaged Youth and Families, and victims of domestic violence currently receiving services from the department.*

- The Miami-Dade Police Department (MDPD) has received tickets for football games, basketball games, soccer games, baseball games, volleyball games, and track and field events (approximately 100 tickets per year) from the University of Miami and Florida International University Athletic Departments through the "Join-A Team, not A Gang" Program. MDPD maintains a partnership with the University of Miami and Florida International University Athletic Departments. In previous years, MDPD also received tickets from the Florida Marlins for some of their games. These were generally excess tickets that would be distributed by the Police Athletic League (PAL) coordinator to the children that were part of the PAL.

If you need additional information, please contact Lisa M. Martinez, Senior Advisor, at 305-375-2911.

c: Honorable Harvey Ruvin, Clerk of the Courts
R.A. Cuevas, Jr., County Attorney
Lisa M. Martinez, Senior Advisor
Office of the Mayor, Senior Staff
Joseph Centorino, Executive Director, Miami-Dade Commission on Ethics and Public Trust
Department Directors

ATTACHMENT D

Letter Of Agreement

This Letter of Agreement ("LOA") is made this _____ day of _____, 201__, between Miami-Dade County, a political subdivision of the State of Florida (the "County") and International Players Championships, Inc. ("IPC" and jointly with the County referred to herein as the "Parties").

WHEREAS, on July 15, 1986, the Parties entered into a License Agreement (as amended from time to time, the "License Agreement") to create a major tennis complex in Crandon Park and to have IPC host and operate a major tennis tournament therein every year for the term of the License Agreement; and

WHEREAS, on June 7, 1988, the Parties entered into the First Amendment to the License Agreement, and on November 6, 1990, the Parties entered into the Second Amendment to the License Agreement (attached hereto as Exhibit "A") to, among other things, allow the IPC to operate and conduct a major tennis tournament at the Crandon Park Tennis Center each year during the term of that license agreement; and

WHEREAS, in consideration for the County's construction of the Crandon Park Tennis Center and the County's granting a license for IPC's operation of the tennis tournament therein, IPC agreed, among other considerations given, to pay the County certain sums and to provide the County with a site sponsorship benefits package that included a certain number of complimentary courtside boxes, tickets and parking passes (as set specifically forth in section D titled "Courtside Boxes, Tickets and Passes" of Schedule B to Exhibit A attached hereto), all to be donated to the County; and

WHEREAS, the Miami-Dade Commission on Ethics and Public Trust ("COE") has issued guidelines and recommendations governing the solicitation, receipt and distribution by public officials of complimentary tickets to art, sports, or other private events; and

WHEREAS, the Parties desire to agree, only for purposes of the 2015 Miami Open Tennis Tournament, to a monetary payment in lieu of the above referenced courtside boxes, tickets and passes,

NOW THEREFORE, pursuant to Miami-Dade Board of County Commissioners Resolution No. R-_____-14, which specifically approves this LOA and authorizes the County Mayor or Mayor's designee to execute this LOA, and in consideration of the mutual promises and covenants contained herein and the continuation of the mutual benefits contained in the License Agreement, including the Second Amendment to Agreement, the Parties agree as follows:

Section 1. **Parties, Effective Date and Term:** The parties to this LOA are IPC and the County and this LOA confers no benefits on any third parties and creates no third party beneficiaries. This LOA shall take effect if executed by both Parties on or before February 15, 2015, and shall terminate upon the completion of the 2015 Miami Open Tennis Tournament.

Section 2. **Effect of this LOA:** This LOA is merely intended to apply to the 2015 Miami Open Tennis Tournament, to be supplementary to the License Agreement, and does not repeal or amend any of the terms, provisions or covenants of the License Agreement. Except as temporarily modified herein, all terms and conditions of the License Agreement remain in full force and effect, and all rights and obligations of the Parties thereunder remain unchanged.

Section 3. **Value of Courtside Boxes, Tickets and Passes in the Site Sponsor Benefits Package:** IPC has calculated that, for the 2015 Miami Open Tennis Tournament, the monetary value of the complimentary seat tickets, price reductions, sales cost, parking and passes set forth in section D titled "Courtside Boxes, Tickets and Passes" of Schedule B to the Second Amendment to Agreement (attached as part of Exhibit "A" hereto) is $102,000. The Parties agree that, only for purposes of the 2015 Miami Open Tennis Tournament, IPC shall pay the County, and the County shall accept from IPC as full and complete satisfaction of IPC's benefits obligations under section D of Schedule B to the Second Amendment to Agreement, the amount of $102,000 in lieu of the complimentary seat tickets, price reductions, parking and passes enumerated therein.

Section 4. **Date of Payment:** IPC shall provide the $102,000 payment to the County on or before April 30, 2015 via a check made payable to the Miami-Dade County Parks, Recreation and Open Spaces Department.

International Players Championships, Inc.

By: _____

Date: 10/28/14

Metropolitan Miami-Dade County
By Its Board of County Commissioners

By: _____
Mayor

Date: _____

EXHIBIT A

Ame ed
Agenda Item No. 5(e)(28)
11-6-90

RESOLUTION NO. 1187-90

RESOLUTION AUTHORIZING EXECUTION OF AMENDMENT NO. 2 TO LICENSE AGREEMENT WITH INTERNATIONAL PLAYERS CHAMPIONSHIPS CONCERNING TENNIS CENTER ON KEY BISCAYNE

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DADE COUNTY, FLORIDA, that this Board finds it to be in the best interest of the County to approve Amendment No. 2 to that License Agreement between Dade County and International Players Championships regarding the use of Dade County's International Tennis Center on Key Biscayne for professional tennis tournaments in substantially the form attached hereto and made a part hereof; authorizes the County Manager to execute same for and on behalf of Dade County; and to exercise the cancellation and conflict resolution provision contained therein.

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

Mary Collins	aye
Charles Dusseau	aye
Joseph M. Gersten	absent
Larry Hawkins	aye
Alexander Penelas	aye
Harvey Ruvin	nay
Arthur E. Teele, Jr.	nay
Sherman S. Winn	aye
Stephen P. Clark	aye

The Mayor thereupon declared the resolution duly passed and adopted this 6th day of November, 1990.

DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

TONY COTARELO, CLERK

By: RAYMOND REED
Deputy Clerk

Approved by County Attorney as to
form and legal sufficiency. DBM

MEMORANDUM ended
genda Item No. 5(e)(28)

TO: Honorable Mayor and Members
Board of County Commissioners

DATE: November 6, 1990

FROM: Joaquin G. Avino, P.E., P.L.S.
County Manager

SUBJECT: Amendment No. 2 to License Agreement with International Players Championships concerning Tennis Center on Key Biscayne
R-1187-90

RECOMMENDATION

It is recommended that the Board authorize execution of the Second Amendment to the current License Agreement with International Players Championships.

This Amendment will be reviewed by the Culture and Recreation Committee at its meeting of November 5, 1990.

BACKGROUND

Dade County's International Tennis Center on Key Biscayne, in addition to providing public tennis facilities, has hosted the Lipton International Players Championships (IPC) from 1987 to 1990. This relatively short tournament history, however, reflects impressive public interest, attracting over 200,000 spectators annually, which contributes greatly to the mission of our Park and Recreation Department to offer leisure time pursuits for residents and visitors.

On September 25, 1990, the Board offered further support to this facility by authorizing staff to proceed with plans to build a permanent center-court stadium at that site (Resolution R-953-90). That process is now underway, and will be reviewed by all appropriate bodies in achieving final plans. The facility will be further detailed in a design manual that will set minimal requirements for the standards used to plan stadium construction. These amendments reflect full compliance with all site and operating restrictions required by the Commission action on September 25th.

As you are already aware, the stadium would be initially financed from Dade County's recently enacted sports franchi tax (Ordinance 90-116), a $1.00 contractual surcharge on tournament tickets, and with other revenues. Amendment No. 2 with International Players Championships brings about necessary changes to the current Agreement which will substantially increase Dade County's income from the tournament, providing the revenues necessary to retire this debt, and also continuing revenues beyond debt retirement throughout the 30-year life of the Amended Agreement. These changes include:

- International Players Championships, Inc. (IPC) holds professional tennis sports franchises from the Association of

- Tennis Professionals, Inc. and the Women's Tennis Association for sanctioned championship level men's and women's professional tennis tournaments.

- A 30-year agreement period from the completion of the new tennis stadium, slated to be finished by tournament time in 1993 (approximately February 1, 1993), with a 20-year renewal option by mutual agreement.

- Accounting requirements of the IPC and accounting audits that are to be conducted by County staff, including letters and reports by independent auditors outlining accounting procedures and assurance that there are no material weaknesses in accounting procedures as they relate to both the County and IPC.

- Increase of revenues due the County including 10% of gross ticket sales, as defined, 10% of food and beverage net income to IPC, 10% of resale items revenue received by IPC, 10% of programs and printed publications revenues received by IPC, and 10% of net television revenues received by IPC. The minimum revenue due to the County thru stadium amortization is $514,000 per year. This total is made up from revenues defined above plus a $120,000 surcharge on tickets.

Other factors taken into consideration within this Amendment include, of course, the recent Court findings. Required public facilities and use of this park have been defined and will be respected within these new terms of Agreement.

To encourage and support the staging of international championship tennis tournaments, as the Lipton Tournament, and as provided by the Amendment, will enable Dade County to offer world-class tennis as a recreational pursuit to the South Florida public. We believe approval of this Amendment to be in the best interest of Dade County, and will fulfill the public park purpose as defined for this site, along with a significant financial impact and other benefits. In view of these recent events, the Board's approval of the attached Amendment is respectfully requested.

SECOND AMENDMENT TO AGREEMENT

This SECOND AMENDMENT, made and entered into this 6th day of November, 1990 by and between METROPOLITAN DADE COUNTY ("County") and INTERNATIONAL PLAYERS CHAMPIONSHIPS, INC. ("IPC").

W I T N E S S E T H

WHEREAS, the Dade County Parks and Recreation Department has a mission to make available to the public a wide variety of recreational activities at different skill levels; and

WHEREAS, spectating is currently one of the most popular recreational activities in the United States; and

WHEREAS, professional tennis matches and tournaments are public park events, particularly well-suited to the climate and environment of Dade County; and

WHEREAS, international professional tennis tournaments are among the highest forms of recreational activity available to the public to participate in as spectators; and

WHEREAS, approximately 200,000 Dade County residents and visitors have gathered as spectators at the Tournament each year for the past three years; and

WHEREAS, the Tournament has made a positive and beneficial contribution towards the mission of the Dade County Park and Recreation Department to provide park and recreational opportunities to all Dade County residents and visitors; and

WHEREAS, it is in the best interests of Dade County residents and visitors to encourage and support the staging of international championship tennis tournaments such as the Tournament; and

WHEREAS, the Board of County Commissioners on September 25, 1990 determined after public hearing by Resolution that Crandon Park is an appropriate site for a 7,500 seat permanent tennis stadium; and

WHEREAS, IPC currently has sanctions from each of the ATP Tour and the Women's International Professional Tennis Council to hold a major ten (10) day men's and women's professional tennis tournament, and the County acknowledges that each of these sanctions constitute a Professional Sports Franchise; and

WHEREAS, the County and IPC intend that IPC shall operate and conduct the Tournament at the Site each year during the Term (i.e. Thirty (30) years as provided in paragraph 2 hereafter and any extensions as provided therein);

WHEREAS, the County and IPC have heretofore entered into a License Agreement, dated July 15, 1986, as amended by the First Amendment ("First Amendment"), dated June 7, 1988 (said License Agreement, as so amended by the First Amendment is hereinafter referred to as the "Agreement") for the use of County facilities at the Key Biscayne International Tennis Center ("KBITC") to conduct a major tennis tournament presently known as "The Lipton International Players Championships" (the "Tournament"); and

WHEREAS, the Board of County Commissioners and IPC intend to comply with the decision of the Third District Court of Appeal in White v. Metropolitan Dade County and with the Order on Mandate entered by the trial court as provided herein; and

WHEREAS, IPC and the County desire to provide for the design, financing and construction of a permanent stadium to be used for the Tournament; and

WHEREAS, the parties hereto desire to appropriately amend and modify certain provisions of the Agreement, including, without limitation, those relating to the term, site facilities, financial arrangements, termination provisions and the respective obligations of the parties;

NOW, THEREFORE, for and in consideration of the continuation of mutual benefits contained in the Agreement and benefits of this Second Amendment, the parties hereto agree to amend the Agreement as follows:

1. Amendments in Respect of Permanent Stadium: The Agreement is hereby amended as of the date hereof as follows:

(a) Definition: The following definition of "Permanent Stadium" is hereby added to the Agreement:

"Permanent Stadium" shall mean a first-class permanent stadium suitable for use for a sanctioned championship level men's and women's professional tennis tournament, with permanent seating for seven thousand five hundred (7,500) people, including, without limitation, all the elements, scope, configuration, box seats, sponsor areas, and other seating, components, space, facilities, areas, permanent improvements,

utilities, offices, locker and player facility rooms, storage and other rooms and areas referred to and/or contemplated by the Conceptual Design Project Manual attached hereto as Schedule C designed and constructed (including all finishings) in accordance with said manual." All areas must be finished to the level specified in the manual.

(b) Site Facilities: The term "Site Facilities" shall also, as of the 1993 Tournament, include the Permanent Stadium and the temporary stands referred to in Paragraph 5 hereof.

(c) Deletions from Agreement: Paragraph 28.02 of the Agreement, the last sentence of Paragraph 4 of the First Amendment, and Paragraphs 5, 7 and 8 of the First Amendment are hereby deleted in their entirety, and shall be of no further force and effect whatsoever.

(d) Tournament Ready: Notwithstanding anything to the contrary contained in the Agreement and/or the First Amendment, the County shall also be required to maintain and deliver to IPC the Permanent Stadium and the temporary seating referred to in Paragraph 5 hereof in Tournament Ready condition for each Tournament, commencing with the Tournament scheduled to be held in 1993, on or prior to the commencement of the Tournament Preparation Period in respect of such Tournament. The County and IPC agree that, the Site and Site Facilities as delivered and maintained by the County for the 1990 Tournament were substantially Tournament Ready.

(e) Timetable: In order to ensure that the Permanent Stadium shall be fully constructed and ready for use by the Tournament scheduled to be held in 1993 as contemplated hereunder, County and IPC agree and acknowledge that on or before the respective dates referred to in Schedule A hereof, each of the events (including all mutual approvals and agreements of the parties) referred to in said Schedule A shall have occurred. The parties further agree that in the event that any of such events shall not have occurred on or before the applicable respective date set forth in said Schedule A, then IPC and County shall have the respective rights referred to in Paragraph 2(b) of this Second Amendment. The parties agree that County will construct the Permanent Stadium in the approximate 1990 location of the temporary stadium court and will construct the Permanent Stadium so as not to interfere with or disrupt or impair the use of the temporary stadium court and the use of or installation of the temporary stadium as contemplated by the Agreement during any Tournament which is scheduled to occur prior to completion of the Permanent Stadium.

(f) Mutual Agreement:

(i) The County and IPC hereby agree that all aspects of the Permanent Stadium, including, without limitation, all the elements, scope, configuration, box seats, sponsor areas, and other seating, components, space, facilities, areas, permanent improvements, utilities, offices, locker and player facility rooms, storage and other rooms and areas, and all other aspects of the Permanent Stadium, including, without limitation, the design, construction and finishings thereof and any changes thereto shall be, in accordance with the Conceptual Design Project Manual attached hereto as Schedule C and shall otherwise be subject to the mutual agreement of the parties; provided, however, that the parties hereto by mutual agreement may change the project design manual and provided, further however, that any substantial changes to the Conceptual Project Design Manual shall require the mutual agreement of the parties. The parties hereto acknowledge the financial limitations relating to the construction of the Permanent Stadium. In addition, the County and IPC agree that IPC shall designate at least one individual to serve as IPC's representative on any and all design, bidding, review, selection and all other committees involved in the Permanent Stadium project, including, without limitation, any and all such committees involved in selecting any and all design professionals or contractors who will be engaged in construction of or furnishing materials or other services in respect of the Permanent Stadium. County agrees and acknowledges that the principal and/or a member of the team of architects of the Permanent Stadium must be knowledgeable in connection with the tennis requirements of designing and building a permanent stadium for use by a professional sanctioned championship level men's and women's tournament. Each of the parties agrees to act in good faith in connection with the foregoing matters.

(ii) In order to facilitate the design, construction and finishings of the Permanent Stadium, each of the County and IPC shall designate (and notify the other party of such designation) an individual and an alternate individual (the "Designated Construction Representatives") at least one of whom shall be reasonably available to consult in a timely manner (including being reasonably available on Site during construction) with the other and with the design professionals and construction personnel engaged in connection with the design, construction and finishing of the Permanent Stadium and the temporary seating for purposes of expediting the process of mutual agreement referred in subparagraph 1(f)(i) above. Either party may at any time change its Designated Construction Representatives by notifying the other party of such change. Each party shall have the right to be fully informed of all matters in connection with which its mutual agreement is sought. Each party shall have the right to engage and consult with the design professionals and other personnel engaged for the project and, at its own cost and expense, engage such other

personnel as it may desire to advise, consult with and/or assist such party in connection with the project. The mutual agreement of the Designated Construction Representatives on matters contemplated by and in accordance with the provisions of this subparagraph (f) shall constitute the mutual agreement of both parties to such matters. Such mutual agreement shall be in writing. No such mutual agreement shall pertain to or modify any of the provisions of this Agreement, other than the Conceptual Design Project Manual.

(g) County Obligations:

(i) Notwithstanding anything to the contrary contained in the Agreement, the County, subject to Paragraph (iv) below, hereby agrees and commits that it shall build, or cause to be built, a Permanent Stadium for use by the Tournament in accordance with the provisions hereof, including, without limitation, those provisions relating to dates by which certain events must be completed as provided in Paragraph 1(e) hereof.

(ii) County agrees that the Permanent Stadium and the temporary seating referred to in Paragraph 5 hereof shall be fully completed and ready for use by the Tournament in accordance with the provisions hereof no later than the commencement of the Tournament Preparation Period for the Tournament scheduled to be held in 1993.

(iii) The County shall be solely responsible for securing all permits and approvals, including, without limitation, Development of Regional Impact Study, environmental, building, construction, zoning and/or use approvals and/or permits required from any federal, state or local government or agency having jurisdiction in connection with the Permanent Stadium, the temporary seating referred to in Paragraph 5 hereof, and County's other obligations hereunder.

2. Amendments in Respect of Term:

(a) Subject to the County having complied with its obligations to build, fund and deliver the Permanent Stadium for use by the Tournament in accordance with the provisions hereof and subject to IPC's holding the Tournament during 1991 and 1992 except as otherwise exc. by the Agreement, effective with the County's full compliance which shall be completed on or before the first date of the Tournament scheduled to be held in 1993, the Term of the Agreement shall be amended as follows:

(i) Paragraph 4.01 of the Agreement and Paragraph 2 of the First Amendment are hereby deleted in

their entirety and shall be of no further force and effect. The Term of the Agreement as amended by this Second Amendment shall continue for a period until completion of the Tournament scheduled to be held in the year 2023 (the "Revised Fixed Term").

(ii) If the Term has been amended as provided for in subparagraph (i) above, the Term shall be subject to extension for an additional period of ten (10) years commencing immediately upon the expiration of the Revised Fixed Term; provided, however, that either party, at its option, shall have the right, in its sole discretion, to terminate the Agreement effective upon the expiration of the Revised Fixed Term by giving the other party not less than twelve (12) months prior written notice of its election not to extend the Term by said additional ten (10) year period.

(b) If the County shall fail or otherwise refuse or be unable to design, construct, finance and/or deliver the Permanent Stadium in accordance with the terms and provisions hereof or if any of the events referred to in Schedule B hereof shall not have occurred on or before the respective dates set forth therein, then IPC shall have the right, at its sole election, by written notice to County, to terminate this Agreement, such termination to be effective, at IPC's option, either (i) immediately, (ii) upon conclusion of the next scheduled Tournament, or (iii) upon the conclusion of the second Tournament following the giving of such notice. If any such failure, refusal or inability to so design, construct, finance and/or deliver the Permanent Stadium is a result of IPC and County's failure to mutually agree as provided in Paragraph 1(f) hereof, then County shall have the right (subject to IPC's rights to also terminate the Agreement) by not less than twenty-four (24) months prior written notice to IPC to terminate this Agreement, and in the interim County shall not be required to continue to construct the Permanent Stadium, but County shall be obligated to deliver the Site and Site Facilities other than the Permanent Stadium.

(c) Nothing herein obligates the County to use General Fund money to complete the project.

3. Amendments in Respect of Financial Arrangements: The Agreement is hereby amended, such amendment to be effective on the "Effective Date" (as said term is hereinafter defined) as follows:

(a) Paragraph 8.01 of the Agreement and Paragraph 4 (as amended by this Second Amendment) of the First Amendment to the Agreement are hereby deleted in their entirety and shall be of no further force and effect as of the Effective Date. As of the Effective Date, in lieu of those provisions, the following provisions shall apply:

"IPC agrees that County shall be entitled to receive as and for its License Fee under the Agreement and in lieu of any other payments which County would otherwise be entitled to receive under the Agreement and/or the First Amendment thereto, for all of County's obligations and agreements and all of IPC's rights under the Agreement as amended, the following applicable amounts:

(i) In respect of each Tournament held during the Term from and after the Effective Date, an amount equal to the greater of (A) the sum of the "Applicable Guarantee" (as said term is hereinafter defined), or (B) an aggregate amount equal to the sum of (I) ten percent (10%) of Gross Ticket Sales for such Tournament, (II) ten percent (10%) of Food and Beverage Concession Revenues, (III) ten percent (10%) of Soft Good Concession Revenues (as said term is hereinafter defined), (IV) ten percent (10%) of Program and Drawsheet Revenues (as said term is hereinafter defined), and (V) ten percent (10%) of IPC's Share of Net Profits from Television (as said term is hereinafter defined).

(ii) Only in respect of each of the first eight (8) Tournaments held during the Term from and after the Effective Date, an aggregate amount equal to the Ticket Surcharge for all tickets (for which the County is entitled to receive its percentage of Gross Ticket Sales hereunder) sold by IPC for such Tournament concerned. IPC and County agree that if the aggregate amount of the Ticket Surcharge otherwise payable to County in respect of any of the first eight (8) Tournaments, held after the Effective Date shall be less than one hundred twenty thousand ($120,000), County shall also be entitled to receive as an additional payment an amount equal to the difference between (X) the sum of one hundred twenty thousand dollars ($120,000) and (Y) the aggregate amount of the Ticket Surcharge otherwise payable to the County. Any such additional payment shall also constitute part of the Ticket Surcharge hereunder. IPC and County further agree with respect to each of the first eight (8) Tournaments held after the Effective Date, the amount, if any, of the Ticket Surcharge otherwise payable to County in respect of such Tournament which is in excess of One Hundred Twenty Thousand Dollars ($120,000) shall be deposited in the CR Fund and shall only be used to fund and pay for improvements at the Site as may be mutually agreed by the County and IPC.

(iii) The following terms shall have the following meanings:

(A) "Applicable Guarantee" shall, in respect of each Tournament held after the Effective Date, mean the following: (i) for the first such Tournament held

after the Effective Date, the sum of Four Hundred Fifty Thousand Dollars ($450,000), (ii) for each of the second (2nd) through eighth (8th) such Tournaments held after the Effective Date, an amount equal to the Applicable Guarantee for the immediately preceding Tournament adjusted up or down by the "Applicable CPI" (as said term is hereinafter defined), (iii) for the ninth (9th) and each subsequent Tournament hereunder, an amount equal to the Applicable Guarantee for the eighth (8th) such Tournament (i.e., no further Applicable CPI adjustment); provided, however, in no event shall the Applicable Guarantee be less than Four Hundred Fifty Thousand Dollars ($450,000);

(B) "Applicable CPI" shall, in respect of each of the second (2nd) through eighth (8th) Tournaments after the Effective Date, mean the percentage increase or decrease in the United States Department of Labor Consumer Price Index for Wage Earners and Clerical Workers (CPI-W) (or in the event that such index is not published, the index which generally replaces such index) from the month of January of the year preceding the year in which the applicable Tournament is scheduled and the month of January immediately preceding the applicable tournament (e.g. for the Tournament scheduled to be held in 1995, the percentage increase shall be calculated from January, 1994 to January, 1995). Notwithstanding anything to the contrary contained in this Paragraph 3(a)(iii)(B), the Applicable CPI shall not exceed five percent (5%) per annum;

(C) "Ticket Surcharge" shall, in respect of each of the first eight (8) Tournaments held after the Effective Date, mean an aggregate amount in respect of each such Tournament calculated as follows:

(i) In respect of those box seats which are included in calculating the County's percentage of Gross Ticket Sales hereunder, the Ticket Surcharge shall mean Ten Dollars ($10.00) per box seat per Tournament (e.g., for a four [4] seat box, the aggregate Ticket Surcharge for the entire Tournament shall be Forty Dollars [$40.00]);

(ii) In respect of those tickets which are included in calculating the County's percentage of Gross Ticket Sales hereunder for a series of sessions (e.g., all sessions, all daytime sessions, etc.), shall mean the lesser of (A) Seven Dollars and Fifty Cents ($7.50) per seat for the entire series, or (B) One Dollar ($1.00) per seat per session; and

(iii) In respect of reserved and general admission and other tickets (other than seats referred

to in subparagraphs (i) and (ii) above) which are included in calculating the County's percentage of Gross Ticket Sales hereunder, shall mean One Dollar ($1.00) per ticket per session.

(D) "Effective Date" shall mean the scheduled first day of the first Tournament held after the completion and delivery to IPC of the Permanent Stadium and temporary stands (referred to in Paragraph 5 hereof) as contemplated hereunder.

(E) "Gross Ticket Sales" shall mean amount equal to all monies actually received by IPC from sales of tickets (including box seats) for the Tournament concerned less, to the extent included in Gross Ticket Sales, an aggregate amount equal to the sum of (i) all applicable sales, excise, admission or other taxes (other than income taxes) paid in connection therewith, (ii) all brokerage commissions and payments paid or allowed to independent non-related third parties (such as Bass) for services rendered in connection with ticket sales, (iii) any portion thereof which is paid by IPC to County or its designee for the right of such ticket holder to park, and (iv) any portion of the price of any tickets which is identified on the tickets as being contributed or otherwise being paid by IPC to County to the extent that same is actually paid by IPC to County (for purpose, hereof the parties agree that the amount of the Ticket Surcharge constitutes such a portion of the price of such ticket) other than pursuant to Paragraph 3(a)(i) of the Second Amendment to the Agreement.

Notwithstanding anything to the contrary contained herein, no amount shall be included in Gross Ticket Sales in respect of any tickets (x) given away without charge to the press, players, VIP's, volunteers, officials, staff and/or guests, or IPC, (y) exchanged for barter or trade, or (z) given or sold in connection with any sponsorships of the Tournament; provided, however, that for purposes of calculating Gross Ticket Sales with respect to any Tournament concerned, the aggregate number of tickets exchanged for barter or trade and/or given or sold in connection with any sponsorships of such Tournament which may be excluded from the calculation of such Gross Ticket Sales shall not exceed an aggregate number determined by multiplying the number of sessions of such Tournament concerned by Three Thousand Seven Hundred Seventy Five (3,775) tickets. IPC and County agree that the number of tickets, given away without charge to the press, players, VIP's, volunteers, officials, staff and/or guests of IPC shall be a reasonable number. Any such tickets referred to in the preceding sentence given away without charge which are not

reasonable shall be included in Gross Ticket Sales. IPC shall provide and maintain a complete and accurate printout of ticket distribution.

(F) "Soft Goods Concession Revenues" shall mean an amount equal to all monies actually received by IPC in respect of sales of clothing, tennis related merchandise (e.g., racquets, sneakers, visors, hats and bags, etc.) and other merchandise (excluding, however, yearbooks, programs and drawsheets) from retail sales to the general public made on the Site, less an aggregate amount equal to the sum of, to the extent included in Soft Goods Concession Revenues, all applicable sales, excise, admission or other taxes (other than income taxes) paid in connection therewith. Notwithstanding anything to the contrary contained herein, no amount shall be included in Soft Goods Concession Revenues in respect of any soft goods or other merchandise (w) given away without charge, including, without limitation, all such soft goods and other merchandise given away without charge to the press, players, VIP's, officials, volunteers, staff and/or guests of IPC, (x) exchanged for barter or trade, (y) given or sold in connection with any sponsorships of the Tournament, and (z) sold, distributed or otherwise disposed of other than on the Site (e.g., by mail order, off-site retail sales, etc.).

(G) "Program and Drawsheet Revenues" shall mean an amount equal to all monies actually received by IPC in respect of the retail sales to the general public made on Site of copies of any Tournament program, yearbook and/or drawsheet, less an aggregate amount equal to the sum of, to the extent included in Program and Drawsheet Revenues, all applicable sales, excise, admission or other taxes (other than income taxes), and commissions to organizations for selling the program paid in connection therewith. Notwithstanding anything to the contrary contained herein, no amount shall be included in Program and Drawsheet Revenues in respect of any program, yearbook and/or drawsheet (w) given away without charge, including, without limitation, all such programs, yearbooks and/or drawsheets given away without charge to the press, players, VIP's, officials, volunteers, staff and/or guests of IPC, (x) exchanged for barter or trade, (y) given or sold in connection with any sponsorships of the Tournament, and (z) sold, distributed or otherwise disposed of other than on the Site (e.g., by mail order, off-site retail sales, etc.).

(H) "Food and Beverage Concession Revenues" shall mean an amount equal to all monies actually received by IPC in respect of food and/or beverage sales from any concessionaire licensed by IPC to sell food and/or beverages (including liquor) at the Tour-

nament, less an aggregate amount equal to the sum of, to the extent included in Food and Beverage Concession Revenues, all applicable sales, excise, admission or other taxes (other than income taxes) paid in connection therewith. Notwithstanding anything to the contrary contained herein, no amount shall be included in Food and Beverage Concession Revenues in respect of any food or beverage (x) given away without charge, including, without limitation, all food and beverages given away without charge to the press, players, VIP's officials, volunteers, staff and/or guests of IPC, (y) exchanged for barter or trade, or (z) given or sold in connection with any sponsorships or hospitality functions, including any and all food and beverage services in connection with any sponsorships or hospitality functions and/or facilities at the Tournament. If IPC itself is the concessionaire for food and beverage, the parties will negotiate appropriate changes in the County share of revenues in respect thereof.

(I) "IPC's Share of Television Net Profits" shall mean (i) where IPC or any company operating the Tournament grants television distribution rights for the Tournament to one or more third parties (e.g., for 1990 IPC granted worldwide television rights for the Tournament to the ATP Tour), all amounts actually received by IPC or any such company in respect of the exploitation of television broadcast rights throughout the world of television programs of the Tournament, less the following: (A) any and all "distribution expenses" (as such term is commonly understood in the United States television industry) incurred by IPC and/or any such company in connection with the distribution and/or exploitation of any television programs of such Tournament, (B) any and all "production expenses" (as such term is commonly understood in the United States television industry) incurred by IPC and/or any such company in connection with the production of any television programs of such Tournament, and (C) any and all sums paid to non-related independent third parties in respect of the exercise of, and/or any amounts in respect of, the exercise of such distribution rights for such television programs, and (ii) where IPC or any company operating the Tournament itself exercises television distribution rights for the Tournament, all amounts actually received by IPC or any such company in respect of the exploitation of t[illegible]vision broadcast rights throughout the world of [illegible]vision programs of the Tournament, less the following: (A) reasonable distribution fees in respect of the exercise of television distribution rights of any and all television programs produced in exploitation of television broadcast rights to the Tournament, such distribution fees not to exceed the normal and customary distribution fees charged by independent dis-

tributors in respect of the exercise of similar television distribution rights for similar television programming, (B) any and all "distribution expenses" (as such term is commonly understood in the United States television industry) incurred by IPC and/or any such company in connection with the distribution and/or exploitation of any television programs of such Tournament, (C) any and all "production expenses" (as such term is commonly understood in the United States television industry) incurred by IPC and/or any such company in connection with the production of any television programs of such Tournament, and (D) any and all sums paid to non-related independent third parties in respect of the exercise of, and/or any amounts in respect of, the exercise of such distribution rights for such television programs. For purposes hereof, television should mean all forms of television now or hereafter devised and any substitute, new, or replacement technology utilized for the viewing of the Tournament at a location distant from the Site.

(b) The County hereby agrees and acknowledges that in no event will the County be entitled to receive any revenue received or otherwise derived by IPC from or in connection with any sponsorships (including any hospitality sponsorships), program, yearbook, drawsheet or other advertising, any trade and/or barter that the Tournament may engage in from time and time and/or any other source or type of revenue not specifically provided for in Paragraph 3(a) hereof including, without limitation, all revenue derived from sponsor sales, hospitality sales, program, yearbook, drawsheet or other advertising, trade and barter and other miscellaneous revenues. County shall not be entitled to receive any amount of, based on or measured by reference to, any revenues derived from or in respect of any (i) sales of merchandise (including, without limitation, retail, wholesale, direct response, mail order or otherwise) other than Soft Goods Concession Revenues, (ii) sales of programs, yearbooks, drawsheets and other printed matter (including, without limitation, retail, wholesale, direct response or mail order or otherwise) other than Program and Drawsheet Revenues, and (iii) all catering, dinners, affairs (other than Food and Beverage Concession Revenues) which occur or take place other than on Site at the Tournament. The County and IPC agree that no revenues shall constitute Soft Goods Concession Revenues, Program and Drawsheet Revenues, and Food and Beverage Concession Revenues solely because IPC may have any offices or storage facility or site and that for purposes of any such determinations, as well as for purposes of determining all revenues which the County is not entitled to participate, IPC shall be deemed to have its offices and storage facilities off the Site.

(c) Notwithstanding anything to the contrary contained in the Agreement as previously amended and as amended by this Second Amendment, County and IPC agree that

in respect of each Tournament scheduled to be held on or after the Effective Date, IPC shall, in addition to any other credit(s) which IPC may be entitled to, be entitled to deduct from and have credited against any payment otherwise required to be made by IPC pursuant to this Paragraph 3 of the Second Amendment an amount equal to the "Applicable Credit." The term "Applicable Credit" shall mean (i) in respect of the 1993 Tournament the sum of Fifty Six Thousand Dollars ($56,000) and (ii) for each Tournament thereafter an amount equal to the Applicable Credit for the immediately preceding Tournament adjusted up or down by the percentage increase or decrease in the United States Department of Labor Consumer Price Index for Wage Earners and Clerical Workers (CPI-W) (or in the event that such index is not published, the index which generally replaces such index) from the month of January of the year preceding the year in which the applicable Tournament is scheduled and the month of January immediately preceding the applicable Tournament. Notwithstanding anything to the contrary contained in this Paragraph 3 (c), the Applicable Credit shall not increase or decrease by more than five percent (5%) per annum.

4. Amendments in Respect of Site Sponsorship: IPC agrees with respect to the first and each subsequent Tournament which occurs on or after the Effective Date, that County shall be entitled to receive the Tournament's Site Sponsor benefits and entitlements referred to in Schedule B hereto. County agrees and acknowledges that such Site Sponsorship benefits shall be in lieu of any similar benefits (including tickets, signage, hospitality, etc.) which County would otherwise be entitled to under the Agreement and/or the First Amendment thereto. IPC has advised County that the current price as of the date of this Second Amendment of the Site Sponsorship benefits and entitlement which County shall be entitled to receive hereunder is not less than Two Hundred Thousand Dollars ($200,000).

5. Amendments in Respect of Temporary Stands: The Agreement is hereby amended as follows:

(a) County hereby agrees that in respect of each Tournament held on or after the Effective Date, the County shall furnish, erect, maintain and remove for each Tournament held on or after the Effective Date, in addition to the seven thousand five hundred (7,500) permanent seats in the Permanent Stadium, such number of temporary seats (not to exceed six thousand five hundred (6,500) temporary seats) as IPC shall determine in respect of such Tournament for use as a temporary addition to the Permanent Stadium for such Tournament. IPC agrees to give County written notice no later than thirty (30) days prior to such Tournament as to the number of such temporary seats so determined by IPC. IPC agrees for the 1993 Tournament that the number of such

temporary seats determined by IPC shall be six thousand five hundred (6,500).

(b) The temporary seating to be furnished by the County for use as a temporary addition to the Permanent Stadium shall be of the type suitable for use by first-class championship level sanctioned professional tournaments and shall be as more fully described in the Conceptual Design Project Manual attached as Schedule C.

(c) The County shall be responsible for the entire cost of furnishing, erecting and maintaining such temporary seating (referred to in Paragraph 5(a) above) in Tournament Ready condition for each such Tournament as well as the removal and storage thereof after each of the Tournaments. The County shall also be responsible for obtaining and maintaining all required permits and approvals (including, without limitation, all building, safety, fire, DRI, and other environmental approvals and/or permits from any federal, state and/or local agency having jurisdiction with respect thereof). The County shall erect and/or cause to be erected such temporary seating sufficiently in advance of each Tournament, but in any event all such temporary seating shall be erected Tournament Ready no later than seven (7) days prior to the commencement of the applicable Tournament Period. In addition, the County shall notify IPC in writing sufficiently in advance of the time that IPC intends to go on sale with any such tickets, as to the configuration, lay out, and design of such temporary seating so as to enable IPC to effect the sales contemplated hereunder.

(d) The parties hereto acknowledge that the temporary seats referred to above in this Paragraph 5 shall constitute Site Facilities and the temporary seats erected and removed by IPC for use in or about the Site (other than the Permanent Stadium) shall constitute Tournament Facilities.

6. CAPITAL REPLACEMENT FUND

(d) At or before the Effective Date, the County shall establish an interest drawing trust fund to receive and disburse monies for renovation, replacement or enhancement of the Site and Site Facilities (the "CR Fund"). The CR Fund shall receive:

(i) All ticket surcharge monies in excess of One Hundred Twenty Thousand Dollars ($120,000) during the first eight (8) Tournament" occurring subsequent to the Effective Date.

(ii) All grant monies received for the Tournament, Site or Site Facilities that meet the CR Fund purposes.

(iii) Such other funds from IPC or other sources as the Department and IPC may agree.

(b) Expenditures from the CR Fund shall be made only by the County, in accordance with County procedures, only for the purposes stated above and after approved by IPC and the Department. In the event of a disagreement on proposed expenditures, the County Manager shall make a final determination as to whether such expenditure shall be made and IPC, the Department and the County hereby agree to be bound by the County Manager's determination, which determination shall be final and binding, subject only to the County Commissioner's authorization to award contracts.

(c) There shall be no limit on the amount in the CR Fund. Any funds remaining in the CR Fund upon termination or expiration belong to the County.

(d) All parties and entities involved in any approval or determination involving the CR Fund shall act reasonably.

7 Reaffirmation of Representations and Warranties: Each of County and IPC hereby reaffirm the respective representations and warranties made by each of them pursuant to Paragraph 10 of the Agreement. County agrees and acknowledges that the term "License Agreements" shall mean IPC's agreements and/or memberships in the ATP Tour and/or the Women's Tennis Association.

8. Amendments in Respect of Tennis Courts: IPC and County agree that County shall be responsible for repairing and maintaining all of the tennis courts located on the Site in Tournament Ready condition including, without limitation, making all repairs, including structural, settling, cracking, damage, grading, drainage and other) and all re-installations and new installations of all tennis courts located or to be located at the site for whatever reason. IPC and County agree that subject to County compliance with the above, and provided that County makes the hardcourt tennis courts available to IPC in a timely manner (sufficiently before each Tournament), Tournament Ready in all respects, other than for a new top-coat or surface, IPC should have the right to and shall for each Tournament less frequently if IPC determines) have a new top-coat surface applied to all or less than all of the hardcourt tennis courts. IPC and County agree that each of County and IPC shall be responsible for one-half (1/2) of the cost of such top-coat surfacing. The cost thereof shall be the price charged IPC by the contractor doing the work and in the event that the work is "bartered" shall be the fair market value of such work. IPC shall be entitled to deduct

the County's one half (1/2) of said cost from the sums otherwise payable to the County hereunder.

9. Same Meanings: Except as otherwise provided herein, all capitalized terms not otherwise defined herein shall have the same meanings as those terms have in the Agreement.

10. Technical Amendments to the Agreement:

(a) In order to comply with the recent court ruling:

(i) the parties hereto agree that the term "Tournament Period" is hereby amended. Paragraph 1.18 of the Agreement is hereby amended in its entirety as follows:

"1.18 Tournament Period: the period each year commencing the first date of qualifying rounds of the Tournament concerned (including any Tournament rescheduled due to an Event of Interruption) is scheduled to be played pursuant to the License Agreements, and continuing until the last day of the Tournament."

(ii) IPC and County acknowledge that the Site may only be used for "park purposes." IPC and County agree that in the event that it is determined (by a Court having applicable jurisdiction or otherwise) that the operation and conduct of the Tournament (after taking into account the amendments hereunder and County's revised parking plans) is not in accordance with park purposes and if IPC and the County are unable to otherwise mutually agree as to any additional required changes necessary to make the operation and conduct of the Tournament consistent with park purposes, IPC shall have the right, upon written notice to County to terminate the Agreement, upon which termination neither party shall have any rights or obligations against the other.

(b) Paragraph 3.03(c) of the Agreement is hereby amended by deleting the second sentence and substituting the following:

County will provide a reasonable amount of parking at the Site. IPC shall, no later than thirty (30) days prior to each Tournament, given to County a plan showing its anticipated parking needs for VIP's, players, Tournament personnel, staff, volunteers, and press representatives which are to be furnished by County at no charge. Such plan shall indicate by category which groups shall be entitled to the highest priority parking locations (e.g., nearest to Site) as well as the estimated numbers in each group. County and IPC acknowledge that County has reserved 1,500 parking spaces for general public non tournament use in Crandon

Park. IPC and County may mutually agree to revise the parking fees from time to time.

(c) The second sentence of Paragraph 3.02(b) of the Agreement is hereby amended to provide that during the Tournament Period, IPC, rather than County, will be responsible for the pick-up of extra litter (above the normal non-Tournament time level); provided that County will remain responsible (i) for litter pick-up and removal at all other times, (ii) for providing its normal non-Tournament litter pick-up service during the Tournament Period, and (iii) for removal of all litter at all times.

(d) County agrees that the electrical utilities and power including transformers, panels and wiring at the Site will be sufficient to furnish adequate electricity as needed to conduct and operate the Tournament including all daytime and nighttime lighting on five (5) tennis courts (to television network standards) and telecasting needs.

It is the County's responsibility to provide sufficient electrical utilities and power, including, without limitation, transformers, panels and wiring, to the Site at all times. The parties acknowledge that the construction of the Permanent Stadium will require additional electrical utilities and power, including transformers, panels and wiring, to be brought to the Site. Once the Permanent Stadium is constructed and such additional electrical utilities and power are provided, County will not be required to provide any additional electrical equipment (i.e. transformers, panels, wiring) as a result of any changes in the Site, required by IPC, but County shall be responsible for complying with all applicable rules, laws, regulations and codes and for maintaining all Site electrical utilities and equipment in Tournament Ready condition. Notwithstanding the foregoing, County agrees that it shall be responsible for all improvements, including, without limitation, furnishing all utilities, electrical power requirements, landscaping, lighting, roads and walkways, required as a result of construction (including the relocation) of the Permanent Stadium.

The parties agree that the existing electrical utilities, power and wiring, including the portable panel and cables that were provided for the 1990 Tournament, will be sufficient to conduct and operate the Tournament if the Permanent Stadium is constructed for the 1993 Tournament.

It is agreed that IPC shall be entitled to use all utilities and electrical equipment and shall be given access to all such equipment and wiring during the Tournament Preparation Period and the Tournament Period for use in connection with the conduct and operation of the Tournament.

IPC and those designated by it shall be permitted to install on the Site and to use in such places in and about the Site, such cables, panels, lighting facilities and other apparatus and equipment as may be necessary, appropriate or convenient to permit the conduct and operation of the Tournament including broadcasting and telecasting thereof.

IPC shall provide a master or journeyman electrician on Site during the Tournament Period during the 1991 and 1992 Tournaments and the County shall provide a master or journeyman electrician on Site during each Tournament Period thereafter.

IPC shall be responsible for any damages it causes.

Electricity and all other utilities supplied to the Site shall be separately metered and appropriate readings will be taken immediately prior to each Tournament Period and immediately after the conclusion of each Tournament Period. IPC will pay County for such use made by IPC at the Site during each Tournament Period based upon such readings. The rate at which IPC will be required to pay for such use will be IPC's proportional share of the actual cost to County at the time of IPC's usage.

(e) IPC, Butch Buchholz and Clifford Buchholz shall not, during the Term hereof, operate and conduct a professional tennis tournament, exhibition or event comparable to the Tournament, except as the parties may otherwise agree, other than the Tournament. County shall not, during the Term hereof, allow any of its facilities to be used for the operation and the conduct of a professional tennis tournament, exhibition or event comparable to the Tournament, except as the parties may otherwise agree. IPC and County agree each party shall act with due regard for the continuing success of the Tournament at the Site during the Term.

(f) Paragraph 8.03 and 8.05 of the Agreement are hereby amended by changing the expression "two (2) years" to "five (5) years." IPC further agrees that if County notifies IPC of an audit hereunder, IPC will make its applicable books and records in accordance with the Agreement (commencing with the 1991 Tournament) availab. at its principal office in Dade County or other mutually agreeable location. Soft Goods and Concession Revenues, Program and Drawsheet Revenues, and IPC's Share of Net Television Profits shall be included in the scope of Paragraphs 8.02, 8.03, 8.04 and 8.05 of the Agreement; provided however that in respect to IPC's Share of Net Television Profits, IPC shall account and pay to the County within 90 days after IPC's receipt thereof. If IPC fails to

make such books and records available within a reasonable period at such office, IPC shall reimburse County for the reasonable travel and related expenses of its audit examiners to audit such books and records where they are maintained outside Dade County.

(g) A new Paragraph 8.09 is added to the Agreement as follows:

> "8.09 IPC agrees (i) in connection with its accounting and payment obligations to the County hereunder to follow generally acceptable accounting principles (ii) that IPC will conduct its business in accordance with good business practices, (iii) that any business relationships with related parties shall be "arms-length" and (iv) that IPC or the company operating the Tournament will retain an independent accounting firm and will use its' best effort to require such firm to issue to IPC in respect to each Tournament a letter to the effect IPC's controls over the recording of Gross Ticket Sales are sufficient to fairly record the revenue therefrom in accordance with generally accepted accounting principles, or indicating to the contrary. IPC or the company operating the Tournament will deliver a copy thereof to County. County agrees that this letter is not intended or required to be a so-called certification of audit (e.g. fairly presents) report by IPC's or such company's accountants but rather a report on IPC's procedures in respect thereof.

h) Paragraph 1.19 of the Agreement is amended by adding the following:

> "IPC and County shall cooperate so as not to unreasonably or unnecessarily impair public access to or use of the Site Facilities during the Tournament

Preparation Period."

The Agreement as hereby modified is hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed by the appropriate officials as of the date and year first written above.

ATTEST

By: _____
Clerk

METROPOLITAN DADE COUNTY
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
County Manager

INTERNATIONAL PLAYERS
CHAMPIONSHIPS, INC.

By: [signature]

Title: Chairman

5 of 11(28)
11-6-90

INTERNATIONAL PLAYERS CHAMPIONSHIPS, INC.
2 ALHAMBRA PLAZA
SUITE 611
CORAL GABLES, FLORIDA 33134
305/446-2200
FAX 305/446-9080

November 1, 1990

Mr. Joaquin Avino
County Manager
Metropolitan dade County
111 N.W. First Street
Miami, FL 33128

Dear Mr. Avino:

The purpose of this letter is to confirm our understanding, per your request, that the expression "In respect of each Tournament" in paragraph 3 of the Second Amendment includes sums relating to the applicable Tournament whether collected by IPC before the "Effective Date" or after the "Effective Date".

I hope this is helpful in clarifying any confusion regarding this issue.

Sincerely,

Earl H. "Butch" Buchholz
Chairman

cc: Robert Reich

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SCHEDULE A

Event	No Later Than
Permanent Stadium - Final Design Approved by Parties	July 1, 1991
Permanent Stadium - Construction Begun	October 1, 1991
Permanent Stadium - Fully Complete and Permanent Certificate of Occupancy Issued	February 1, 1993

SCHEDULE B

SITE SPONSORSHIP BENEFITS
LIPTON INTERNATIONAL PLAYERS CHAMPIONSHIPS

The following is a description of the Site Sponsorship benefits to be provided to Metro Dade County. It is understood that specific sponsor benefits for the Site Sponsorship, as in all sponsorship categories, may vary from year to year as determined by IPC.

SPONSOR BENEFITS

A) SPONSOR IDENTIFICATION

1) Site identification on the north/south back walls of the Stadium Court and Court One.

2) Regular announcements on the electronic scoreboard system.

3) Recognition on the Sponsor Board, prominently located on the Tournament grounds.

4) County identification on Sponsor's Courtside Boxes.

B) ADVERTISING

1) Two (2) full-page, four color advertisements in the Official Tournament Program.

2) Acknowledgement in the Official Tournament Program as the Site Sponsor.

3) The right to incorporate Sponsor affiliation with the Tournament in advertising programs and promotions for the duration of the Sponsor contract.

Site Sponsorship Benefits

5) Inclusion in print advertising where appropriate.

6) Inclusion in major promotional materials where appropriate.

C) TOURNAMENT PROGRAMS

1) Twenty five (25) Official Tournament Programs.

D) COURTSIDE BOXES, TICKETS AND PASSES

1) Thirty eight (38) Courtside Box Seats for all sessions.

2) Access to the Sponsor Seating Area on Court One for guests holding Sponsor's Courtside Boxseat Tickets.

3) Twenty four (24) Inner Circle reserved seat tickets for all sessions.

4) Up to a total of two hundred (200) reserved seats to be used during sessions one through eight, March 15 - 18.

5) A fifty percent (50%) reduction on additional reserved seat tickets for the Host Sponsor Promotional Session (Limited availability).

6) Sixteen (16) VIP on-site parking passes.

8) Thirty two (32) VIP parking passes for Parking Lot #3, Crandon Park.

E) VIP SERVICES

1) Access to and use of the Sponsor Pavilion, a lounge and sponsor business center, complete with telephones, copier, facsimile and message center.

Site Sponsorship Benefits

2) Assistance from a professional staff Sponsor Coordinator to assist Sponsor and guests.

3) Assistance in arranging food, beverage and entertainment for the social function (s) of the Sponsor's choice.

F) SPONSOR ENTERTAINMENT

1) Invitations for four (4) persons to attend "LIPTON AT THE OPEN", to be held in Miami at the International Tennis Center during the U.S. Open.

2) An invitation for one (1) person to participate with ATP and WITA Tour Professionals in the Sponsor Cup Pro-Am to be held immediately prior to the Tournament. Invitation to the Sponsor Cup Pro-Am awards presentation and barbecue for sponsor participant and guest.

3) Guests holding Sponsor's Courtside Boxseat tickets will be granted access to the Center Court Marquee, a private a la carte restaurant for Sponsor, Patrons and Boxholders, serving lunch and dinner.

4) Invitations for twelve (12) persons to attend the annual Celebration Party.

VALUE OF SITE SPONSORSHIP: $200,000 per year.

FILENAME:
SITE91

Schedule C

CONCEPTUAL DESIGN PROJECT MANUAL

For The

LIPTON INTERNATIONAL PLAYERS CHAMPIONSHIPS TENNIS STADIUM

Key Biscayne, Florida

October 23, 1990

PROJECT MANUAL

1. Project Schedule
2. Conceptual Design Stadium Program
3. Conceptual Design Outline Specification

1. PROJECT SCHEDULE

July 15, 1990

PRELIMINARY PROJECT SCHEDULE FOR LPC STADIUM

A - DESIGN BID BUILD SCHEDULE

32

55

2. CONCEPTUAL DESIGN STADIUM PROGRAM

[illegible] AND PARTNERS ARCHITECTS

NO.	SPACE	LEVEL	DESCRIPTION	ADJ. REQ.	SQUARE FOOTAGE: STADIUM PROGRAM	SQUARE FOOTAGE: CONCEPTUAL AREA PROVIDED	COMMENTS
1	Stadium Ct.	1	Championship Ct.	Seating	[illegible]	[illegible]	Study View Angles
			10' High Back Wall				Add 5'-10' to court
			Umpires Chair	Interview			Length if required.
			Trainers	Player Wtg.			
			Lines People	Maint.			
			Ball Kids	Storage			
			Photographers				
			Flowers				
			Scoreboard				
			Clock				
			Lights				
			Graphics				
			Computer				
			T.V. Camera				
	Storage						
2	Stadium Stg.	N/A	Box Seats (as defined in outline specification)		8000 Seats	8000 Seats	
			Reserve Seat (as defined in outline specification)		2500 Seats	2500 Seats	
			Temp. Removable Seats (as defined in outline specification)		6800 Seats	6800 Seats	
3	Sponsor Areas	2	22@ 700 Ave. (as defined in outline specification)				
			Catering Service				
			T.V. Monitor		Suites 15400	Suites 15400	
			Wet Bar		Patios 4000	Patios 4000	
			Mar. Tile Floor		19400	19400	
			Furniture By Sponsor				
4	Food & Bev.	2	Food Prep Area (as defined in the outline specification)	All Dining			
		2	VIP	Tourn. Off.			
			Dining		360	360	[illegible]
			Bar		80	80	
			Reception		220	220	
		2	Stadium Club (air cond.)	Tourn. off.	660	660	[illegible]
			Dining	Main Entry	4000	4000	
			Patio		1200	1200	
		1/2	Press	Commissary	5200	5200	
			Dining & Lounge	Press Box	1100	1100	
			Patio		0	0	
		2	Officials	Commissary			
			Dining		2000	2000	
					2000	2000	

NO.	SPACE	LEVEL	DESCRIPTION	ADJ. REQ.	SQUARE FOOTAGE STADIUM PROGRAM	SQUARE FOOTAGE CONCEPTUAL AREA PROVIDED	COMMENTS
15	Team Support	2/1	Bullpen-Team Support (as described in Outline Specification)		8000 / 8000	8000 / 8000	
16	Retail/Disp	1	Outlet Storage	Main Entry Clubhouse International Square	3000 / 3000 88875	3000 / 3000 88875	Food Kiosks
17	Mins.	1,2&3	Circulation Elevators Stairs Ramps Corridors Promenade Equipment Rooms Mechanical Electrical Communications Elevators Service Area Receiving Docks Totals	Vestes			
18	Laundry		Industrial Grade Washer & Dryer Facilities		200		
19	Nursery	1	Nursery Area Toilet		400		
					28870		

115,800 Sq.Ft.
(Program Req) (Actual Space Available)

34

57

3. CONCEPTUAL DESIGN OUTLINE SPECIFICATION

CONCEPTUAL DESIGN
OUTLINE SPECIFICATIONS

01. SITE DEVELOPMENT: (All systems, materials and workmanship shall be first class, state of the art.)

A. Provide all required utilities including but not limited to water, sewer, storm drainage, electric power and telephone.

B. Mitigation of any toxic wastes and gases.

C. Provide grading and paving and landscaping as per county documents for shoreline presentation.

D. Provide related site and landscape lighting.

02. STRUCTURE: (All systems, materials and workmanship shall be 1st class, state of the art.)

A. FOUNDATION - Suitable engineered foundation system.

B. RETAINING WALLS - Cast in place concrete with fluid-applied waterproofing and protection board.

C. FLOOR STRUCTURE
LEVEL 1 - Slab on grade or structural slab as appropriate for site conditions.

ALL OTHERS - Structural concrete system.

D. COLUMNS - Cast in place or precast concrete.

E. SHEAR WALLS - 8" CMU or structural concrete.

F. STADIUM SEATING LEVELS - Structural cast in place or precast concrete stadium steps with fluid applied traffic topping as waterproofing. Finish face color to be dark green.

03. EXTERIOR SURFACES: (All systems, materials and workman. shall be first class, state of the art.)

A. GUARDRAILS/PLANTERS - Integrally colored or stained precast concrete panels.

B. WALLS - 8" CMU with painted stucco finish.

C. GLAZING AND GLASS DOORS - Anodized Aluminum Storefront System with 1/4" tinted glazing - color to match existing clubhouse.

D. Pavers over membrane roofting system at platform areas for temporary seating.

04. INTERIOR CONSTURCTION: (All systems, materials and workmanship shall be first class, state of the art.)

A. CORRIDOR WALLS - Walls within public spaces painted architecturally finished 8" CMU.

B. INTERIOR WALLS - Painted 5/8" Gypsum Board both sides of 3-5/8" 25 ga. metal studs at 16" O.C.

C. DOORS - Painted hollow metal doors and frames.

D. FLOORS-

Interior corridors:	Sealed concrete
Exterior Corridors:	Fluid-Applied. Traffic Topping as Waterproofing.
Retail:	Sealed Concrete.
Concession:	Sealed Concrete.
Press:	Sealed Concrete.
Kitchen:	Seamless Floor.
Dining:	Mexican Tile, 12" x 12".
Offices:	Carpet and Mexican Tile, 12" x 12"
Unassigned:	Sealed Concrete.
Sponsor Suites:	Mexican Tile, 12" x 12".

E. CEILINGS - Combination of acoustical ceiling tile (9'-0" A.F.F.) and painted 5/8" Gypsum Board on metal stud hanging system.

F. RESTROOMS -

Floors:	Ceramic Tile.
Walls:	Ceramic Tile, full height.
Ceilings:	5/8" W.R. Gypsum Board on metal stud hanging system (9'-0"A.F.F.) painted with enamel.
Toilet Partitions:	Phenolic
Counter Top:	Plastic laminate.

05. SPECIALTIES/EQUIPMENT:(All systems, materials and workmanship shall be first class, state of the art.)

A. RESERVED SEATS - Audience Systems Alpha or Hussey seats with cast-iron riser mounting and arm rests, stainless steel hardware, 22" on center, dark green, or approved equal.

B. BOX SEATS - Audience System Alpha or Hussey seats with cast-iron riser mounting and arm rests, stainless steel hardware, 22" on center, dark green, or approved equal.

C. TEMPORARY SEATS - Safway type scaffolding painted dark green or alternate custom slope system - dark green - both systems with dark green screening backdrops.

D. Housing and Power requirements for two electronic scoreboards.

E. P.A. SYSTEM - Complete system for stadium to include capability for T.V. Broadcast Interface.

06. VERTICAL TRANSPORTATION:(All systems, materials and workmanship shall be first class, state of the art.)

A. ELEVATORS - Hydraulic Piston Drive (2)
1 - with standard cab finish at South end of stadium.
1 - with upgrade cab finish at North end of stadium.

07. H. V. A. C.:(All systems, materials and workmanship shall be first class, state of the art.)

A. AIR CONDITIONING - Complete air-conditioned/air distribution system for all enclosed spaces. System zones as appropriate, for seasonal/tournament use.

08. ELECTRICAL:(All systems, materials and workmanship shall be first class, state of the art.)

A. LIGHTING - General lighting for all interior enclosed spaces in addition to interior and exterior corridor lighting.

B. STADIUM LIGHTING - To be provided to meet television/ Professional Tennis Player standards. No poles inside stadium unless by mutual agreement.

C. WALL OUTLETS - per code.

D. SEPARATELY ZONED AND METERED electrical distribution system.

09. PLUMBING: (All systems, materials and workmanship shall be first class, state of the art.)

A. RESTROOM - Fully operational restroom plumbing systems.

B. KITCHENS/CONCESSION AREAS - Fully operational preparation kitchen and concession plumbing systems.

C. SPONSOR SUITES - Wet bar with refrigerator and ice machines.

D. SPRINKLER - Full fire sprinkler system per code for interior spaces and interior corridors.

10. TELECOMMUNICATIONS SYSTEM/CLOSED CIRCUIT TELEVISION: (all systems, materials and workmanship shall be first class, state of the art.)

A. Telecommunications wiring and data transmission cable to be provided throughout, including all office and tournament support areas.

B. CCTV conduit and jacks to be provided to all usable spaces under the stadium, including approximately 18 locations at stairway entrances and the T.V./radio broadcast booth.

C. Central PBX System, Hitachi 5000X or approved equal with the following features: simultaneous voice and data transmission; call accounting, T-1 service capability; integrated Service Data Network (ISDN) capability; automated call distribution; automated attendant capability; capability for 500 lines.

11. FOOD PREPARATION AREA:(All systems, materials and workmanship shall be first class, state of the art.)

A. Preparation kitchen with tile floor, built in drains, bullnose coving, Fiberglass reinforced plastic wall board, one 3 compartment sink, two 2 compartment sinks, one hand sink, Hobart or approved equal full cycle dishwasher with drainboards, three doubledeck convection ovens, two 10x10 walk-in refrigerators, one 10x10 walk-in freezer, one steam kettle, stainless steel workbenches and storage racks.

B. Service Line with 4' Flattop, 4' Charbroiler, two 6 burner stoves with ovens, two 2 basket fryers, steam table, hood, ventilation and fire extenguisher system, hand sink, storage racks, reach-in refrigerator.

12. TOURNAMENT OFFICES:(All systems, materials and workmanship shall be first class, state of the art.)

A. Complete telecommunications, electrical, computer networking and CCTV wiring and input/output jacks throughout.

B. Provide complete interior partitioning and finishes as per tournament requirements.

13. TOURNAMENT SUPPORT SPACES:(All systems, materials and workmanship shall be first class, state of the art.)

A. Finished to same specification as Tournament Office, with the exception that large open work areas be provided rather than a more conventional office area with private offices.

14. SPONSOR AREAS:(All systems, materials and workmanship shall be first class, state of the art.)

A. Sponsor areas to include: CCTV with monitor and telecommunications wiring; wet bar with sink, storage cabinet with shelves and refrigerator and ice maker; storage closet; Mexican Ceramic tile flooring; painted Gypsum Board walls; 2 x 2 lay in grid ceiling; movable dividing walls between sponsor areas (as appropriate).

15. TELEVISION CENTER: (All systems, materials and workmanship shall be first class, state of the art.)

A. All areas to be wired for CCTV, telephone, electrical and VCR.

B. All areas to be provided with dedicated conduit sufficient for commercial television cabling requirements.

C. Closed Circuit Television Center to include: incoming cable and conduit from remote computer locations; outgoing CCTV cable; telephone and electrical.

16. PRESS AREA: (All systems, materials and workmanship shall be first class, state of the art.)

A. All interior walls to be painted sheet rock, ceiling to be 2x2 lay-in accoustical grid with fluorescent lighting.

B. Press working area to include individual work stations (200), wired for CCTV, telephone and electrical.

C. Radio broadcast area to include individual booths , wired for CCTV, telephone and electrical.

17 INTERVIEW AREA: (All systems, materials and workmanship shall be first class, state of the art.)

A. Interview room to include: raised speaker platform, raised camera platform, wires for electrical, dedicated P.A. system, television quality lighting, acoustical tile, CCTV input/output, tiered seating area for 200.

18. TENNIS COURT:

A. Size: 146' x 86'
B. Construction to match existing courts at Tennis Center.
C. Two-tone green Laykold Surface or equal approved by IPC.
D. Slazenger or approved equal net posts for sinlges and doubles play.
E. Photographers area 1'0" below court surface.

F. T.V. area behind 10'0" back drop at North and South end, 24" below court surface.
G. Hose bibs to wash court.
H. Permanent T.V. camera platofrms with electrical and cable hook-up.
I. Hook-up for stadium announcer and statistician.
J. Electrical outlets for ball machines and video tape.
K. Trench drain system for storn drainage and court cleaning.
L. 0 degree slope on court surface.

MEMORANDUM

(Revised)

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

DATE: January 21, 2015

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

SUBJECT: Agenda Item No. 8(H)(4)

Please note any items checked.

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(H)(4)
1-21-15

RESOLUTION NO. R-22-15

RESOLUTION APPROVING POLICY WITH RESPECT TO DISTRIBUTION OF COMPLIMENTARY TICKETS FOR 2015 MIAMI OPEN TENNIS TOURNAMENT SPONSORSHIP BENEFITS PACKAGE AND 2015 MIAMI MARLINS BASEBALL SEASON; APPROVING LETTER OF AGREEMENT BETWEEN MIAMI-DADE COUNTY AND INTERNATIONAL PLAYERS CHAMPIONSHIPS, INC. FOR THE 2015 MIAMI OPEN TENNIS TOURNAMENT AND AUTHORIZING COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that the Board hereby approves a policy with respect to the distribution of complimentary tickets for:

Section 1. The 2015 Miami Open Tennis Tournament, whereby Miami-Dade County will accept a cash payment of $102,000 in lieu of the courtside boxes, tickets and passes for the 2015 Tennis Tournament, and which money will be divided equally among all County Commission Districts and allocated by each District Commissioner to support park and recreation programming and services at County park(s), or for youth, charitable or any other organization fulfilling a public purpose or function. This Board further approves a letter of agreement, in substantially the form attached to the County Mayor's memorandum as Attachment D, between the County and the International Players Championships, Inc. for the 2015 Tennis Tournament and authorizes the County Mayor or Mayor's designee to execute same on behalf of the County and to exercise any and all rights conferred therein.

6/6

Section 2. The 2015 Miami Marlins Baseball Season, whereby the tickets allotted to the County will be allocated to each of the County Commissioners and County Mayor via a random drawing lottery and will then be distributed, as directed by the District Commissioners or Mayor to whom the ticket(s) was allocated, to youth, charitable organizations, and/or any other organization and/or individual fulfilling a public purpose or function all as set forth in the accompanying memorandum.

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

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

The Chairperson thereupon declared the resolution duly passed and adopted this 21st day of January, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Monica Rizo