NORTH BAY VILLAGE
REGULAR VILLAGE COMMISSION MEETING
PUBLIC MEETING NOTICE

Tuesday, November 12, 2024 at 6:00 PM
1666 Kennedy Causeway, #101, North Bay Village, FL 33141
(In-person and virtual via Zoom. See below for details)

The meeting agenda is available online at:
https://northbayvillage-fl.gov/agendas-minutes

Elected Officials and Village staff will participate from the physical meeting location. Members of the public may attend the meeting in person at the physical meeting location, or, alternatively, may watch or call in to the meeting by following these instructions:

ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION: The meeting will be held in person at the physical meeting location stated above. Admission to the physical meeting location is on a first-come, first-serve basis and space is limited. Doors will open 30 minutes prior to the meeting start time. The Village highly encourages those in attendance to wear facial coverings and abide by social distancing as recommended by the CDC.
Watch the Public Meeting: https://northbayvillage-fl.gov/videos TV Channel 661 Facebook Live
Participate in the meeting via Zoom: Meeting ID: 827 2287 1168 | Passcode: 018925
Listen via telephone to the Virtual Public Meeting: 1-305-224-1968 or 1-929-205-6099
For technical support during the meeting, please contact: (786) 309-4991

PUBLIC COMMENTS

Public comments will be accepted by the following means:

IN-PERSON COMMENTS: Members of the public may attend the meeting at the physical meeting location stated above and deliver their public comments in person during the public comment portion of the agenda.

VIRTUAL COMMENTS: ***Public comments will also be accepted during the meeting using the virtual meeting platform.***

VIA E-MAIL TO: publiccomment@nbvillage.com

Interested parties or their authorized representatives may address the Commission and/or Board via written or electronic commentary ("e-comments") by emailing the Village Clerk at least two (2) hours prior to the commencement of the meeting. E-comments will not be read during the meeting but will be distributed to the Village Commission or Board prior to the commencement of the meeting. You may send your concerns with the subject line "PUBLIC COMMENT" and the following information in the body of the email: your name, address, if you are a hired Consultant or Village Employee, and/or if you are engaged in lobbying activities and/or representing an organization.

PUBLIC RECORDS

The meeting will be recorded for later viewing and is a public record. Minutes of the meeting will be taken and will be made available.

IN ACCORDANCE WITH THE PROVISIONS OF SECTION 286.0105, FLORIDA STATUTES, ANYONE WISHING TO APPEAL ANY DECISION MADE BY VILLAGE COMMISSION, WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD SHALL INCLUDE THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. AGENDA ITEMS MAY BE VIEWED AT THE OFFICE OF THE VILLAGE CLERK, NORTH BAY VILLAGE, 1666 KENNEDY CAUSEWAY. ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171 EXT 45. A COMPLETE AGENDA PACKET IS ALSO AVAILABLE ON THE VILLAGE WEBSITE AT www.northbayvillage-fl.gov.

THIS MEETING IS OPEN TO THE PUBLIC. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, ALL PERSONS THAT ARE DISABLED; WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS MEETING BECAUSE OF THAT DISABILITY SHOULD CONTACT THE OFFICE OF THE VILLAGE CLERK AT 786-224-8070 NO LATER THAN FIVE DAYS PRIOR TO SUCH PROCEEDING. TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSON WITH DISABILITIES, AND/OR ANY ACCOMMODATION TO REVIEW ANY DOCUMENT OR PARTICIPATE IN ANY VILLAGE-SPONSORED PROCEEDING, PLEASE CONTACT 786-224- 8070 FIVE DAYS IN ADVANCE TO INITIATE YOUR REQUEST. TTY USERS MAY ALSO CALL 711 (FLORIDA RELAY SERVICE).

LOBBYING ACTIVITIES

Any person who received compensation, remuneration or expenses for conducting lobbying activities is required to register as a lobbyist with the Village Clerk prior to engaging in lobbying activities per Village Code Sec. 38- 17. ""Lobbyist"" specifically includes the principal, as well as any agent, officer or employee of a principal, regardless of whether the lobbying activities fall within the normal scope of employment of the agent, officer or employee. The term ""lobbyist"" specifically excludes the following persons: lobbyists hired by the Village who are communication with Village personnel in the course of performing under their contracts; attorneys or other representatives retained to represent individuals and corporate entities in quasi-judicial proceedings where the law prohibits ex -parte communications; expert witnesses who only provide scientific, technical or other specialized information or testimony at public meetings; employees of the principal who do not engage in lobbying activities and representatives of non-profit organizations who only appear at publicly noticed meetings, without special compensation or reimbursement for the appearance, whether direct, indirect or contingent, to express support or opposition to any item.

Have questions or need additional information?

E-mail: villageclerk@nbvillage.com

Call: 305-756-7171

North Bay Village

OFFICIAL AGENDA
REGULAR VILLAGE COMMISSION MEETING
1666 Kennedy Causeway, #101, North Bay Village, FL 33141 (In-person and virtual via Zoom. See below for details)
Meeting ID: 827 2287 1168 | Passcode: 018925
Tuesday, November 12, 2024
6:00 PM

Decorum: Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the board shall be barred from further appearance before the board by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the commission members present. No clapping, applauding, heckling or verbal outbursts in support or opposition to a speaker or his or her remarks shall be permitted. Signs or placards may be disallowed in the commission chamber by the presiding officer. Persons exiting the commission chambers shall do so quietly.

Any person who received compensation, remuneration or expenses for conducting lobbying activities is required to register as a lobbyist with the Village Clerk prior to engaging in lobbying activities per Village Code Sec. 38-17. "Lobbyist" specifically includes the principal, as well as any agent, officer or employee of a principal, regardless of whether the lobbying activities fall within the normal scope of employment of the agent, officer or employee. The term "lobbyist" specifically excludes the following persons: lobbyists hired by the Village who are communication with Village personnel in the course of performing under their contracts; attorneys or other representatives retained to represent individuals and corporate entities in quasi-judicial proceedings where the law prohibits ex-parte communications; expert witnesses who only provide scientific, technical or other specialized information or testimony at public meetings; employees of the principal who do not engage in lobbying activities and representatives of non-profit organizations who only appear at publicly noticed meetings, without special compensation or reimbursement for the appearance, whether direct, indirect or contingent, to express support or opposition to any item.

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1. Opening Items
A. Call to Order
B. Roll Call
C. Pledge of Allegiance
D. Invocation

2. Order of Business

3. Presentations
A. Proclamations and Awards
B. Special Presentations to Commission

4. Open Forum

5. Village Commission's Report

6. Consent Agenda
A. Staff Items
B. Proclamation/Award/Village Key Requests

6.A. A Resolution Approving Development & Construction and Operations & Management Agreements for the Galleon Street and TIES Properties - Sponsored by Mayor Brent Latham

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A DEVELOPMENT AND CONSTRUCTION MANAGEMENT AGREEMENT AND OPERATIONS AND MANAGEMENT AGREEMENT WITH PROJECT FOOTBALL LLC (PFL) RELATING TO THE DEVELOPMENT AND OPERATION OF A COMMUNITY CENTER, SPORTS COURTS, AND OTHER IMPROVEMENTS AT THE PROPERTY LOCATED AT 1851 GALLEON STREET; APPROVING A DEVELOPMENT AND CONSTRUCTION MANAGEMENT AGREEMENT AND OPERATIONS AND MANAGEMENT AGREEMENT WITH PFL RELATING TO THE DEVELOPMENT AND OPERATION OF FIELDS AND OTHER IMPROVEMENTS AT THE PROPERTY LOCATED AT 7540 EAST TREASURE DRIVE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve the attached development and construction management and operations agreements with Project Football LLC.

Memo - AFA Agreements 20240213.pdf
2023 MDCPS-NBV JUA.pdf
Resolution Approving Project Football Agreements.DOCX
A. Development and Construction Agreement (Galleon) - Redlined
Exhibit B-1 to Galleon DA - NBV-AFA Revised Site Plan.pdf
Exhibit B-2 -Community Center Design Modifications.pdf
B. Operations and Management Agreement (Galleon) - Redlined
C. Development and Construction Agreement (TIES) - Redlined
D. Operations and Management Agreement (TIES) - Redlined
D. Exhibit E.docx

7. Discussion/Action Items
A. Unfinished Business
B. New Business

7.A. Discussion and Special Recognition to Mayor Brent Latham for his Years of Service

8. Adjournment

THIS MEETING IS OPEN TO THE PUBLIC. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, ALL PERSONS THAT ARE DISABLED; WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS MEETING BECAUSE OF THAT DISABILITY SHOULD CONTACT THE OFFICE OF THE VILLAGE CLERK AT 305-756-7171 EXT. 45 NO LATER THAN FOUR DAYS PRIOR TO SUCH PROCEEDING.

IN ACCORDANCE WITH THE PROVISIONS OF SECTION 286.0105, FLORIDA STATUTES, ANYONE WISHING TO APPEAL ANY DECISION MADE BY VILLAGE COMMISSION, WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD SHALL INCLUDE THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. AGENDA ITEMS MAY BE VIEWED AT THE OFFICE OF THE VILLAGE CLERK, NORTH BAY VILLAGE, 1666 KENNEDY CAUSEWAY. ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171 EXT 45. A COMPLETE AGENDA PACKET IS ALSO AVAILABLE ON THE VILLAGE WEBSITE AT www.nbvillage.com.

TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSON WITH DISABILITIES, AND/OR ANY ACCOMMODATION TO REVIEW ANY DOCUMENT OR PARTICIPATE IN ANY VILLAGE-SPONSORED PROCEEDING, PLEASE CONTACT (305) 756-7171 FIVE DAYS IN ADVANCE TO INITIATE YOUR REQUEST. TTY USERS MAY ALSO CALL 711 (FLORIDA RELAY SERVICE).

ITEM NO. 6.A

North Bay Village
Recommendation Memorandum

NORTH BAY VILLAGE
EST. 1945

DATE: November 12, 2024

TO: Regular Village Commission Meeting

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Mayor Brent Latham

SUBJECT: **A Resolution Approving Development & Construction and Operations & Management Agreements for the Galleon Street and TIES Properties - *Sponsored by Mayor Brent Latham***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A DEVELOPMENT AND CONSTRUCTION MANAGEMENT AGREEMENT AND OPERATIONS AND MANAGEMENT AGREEMENT WITH PROJECT FOOTBALL LLC (PFL) RELATING TO THE DEVELOPMENT AND OPERATION OF A COMMUNITY CENTER, SPORTS COURTS, AND OTHER IMPROVEMENTS AT THE PROPERTY LOCATED AT 1851 GALLEON STREET; APPROVING A DEVELOPMENT AND CONSTRUCTION MANAGEMENT AGREEMENT AND OPERATIONS AND MANAGEMENT AGREEMENT WITH PFL RELATING TO THE DEVELOPMENT AND OPERATION OF FIELDS AND OTHER IMPROVEMENTS AT THE PROPERTY LOCATED AT 7540 EAST TREASURE DRIVE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve the attached development and construction management and operations agreements with Project Football LLC.

BACKGROUND AND ANALYSIS

At the February 13, 2024 Village Commission meeting, the Village Commission approved four agreements with the Asociacion de Futbol Argentino ("AFA") relating to the:

- Development/construction of amenities at Treasure Island Elementary School ("TIES") and the Village's adjacent Galleon Street property; and
- Operations/maintenance at both of the above sites, once development/construction is

complete.

A memorandum from February 13, 2024, accompanying this item, summarizes the nature and history of the project prior to that date.

More recently, AFA has modified the design of the proposed Galleon Street Community Center and site plan into what many have argued is a more attractive, community-serving design that also includes a rooftop terrace that can be used for public events as well as regular entertainment.

In May 2024, the Village Commission approved three revised agreements with AFA. Subsequently, the amended site plan was approved administratively, without further hearings, as authorized by the Village's Unified Land Development Code.

On September 10, 2024, the Village Commission approved additional revisions to the agreements to provide for the Village's contribution of $1,200,000 towards the project and reaffirmation of approval of the TIES Operations Agreement, which was approved in February 2024.

None of the four agreements (as approved in February 2024 and as revised in May and September 2024) have been executed by either party, however, the parties have continued to work collaboratively toward making the project a reality.

This item seeks the Village Commission's approval of further revisions to the agreements.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
As explained in the Background & Analysis Section.

PERSONNEL IMPACT
NONE

ATTACHMENTS
Memo - AFA Agreements 20240213.pdf
2023 MDCPS-NBV JUA.pdf
Resolution Approving Project Football Agreements.DOCX
A. Development and Construction Agreement (Galleon) - Redlined
Exhibit B-1 to Galleon DA - NBV-AFA Revised Site Plan.pdf
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D. Operations and Management Agreement (TIES) - Redlined
D. Exhibit E.docx

North Bay Village
HEART OF THE BAY

To: The Honorable Mayor, Vice Mayor, and Village Commission

From: Ralph Rosado, PhD, AICP, Village Manager

Date: February 13, 2024

Re: AFA Agreements

In 2016, the Board of the Miami-Dade County Public Schools District ("Board") authorized the Superintendent to finalize negotiations and execute a Joint Use Agreement ("JUA") with North Bay Village ("Village") in the interest of providing recreational programs, activities and facilities for the use and benefit of both students at Treasure Island Elementary School, located at 7540 East Treasure Drive, North Bay Village, Florida, ("TIES") and residents of the Village, with the Village to fund certain improvements for the Village to operate its recreational activities. This made the TIES basketball court available to the public 6-9 pm on weekdays and 8 am-9 pm on weekends.

In 2020, during the COVID-19 pandemic, the JUA was amended to allow public access to the perimeter of the school, including the tennis courts, the rear playfield, the rear parking lot on Jewel Avenue, and a path area along Galleon Street. The Village was to invest on its own to refurbish said areas exclusively at TIES.

At its September 15, 2022 Village Commission Meeting, the Village Commission approved the "Galleon Agreements," which consist of:

- A Development and Construction Management Agreement for the Village's Galleon St. Property at 1851 Galleon Street;
- An Operations and Management Agreement for the Galleon St. Property.

These two agreements are updated as part of this agenda item.

On November 16, 2022, the Board authorized the Superintendent to enter into discussions with the Village to explore a possible collaboration between the Village and the Board for the development and operation of a Soccer/Community Center Complex, to be constructed partly on Village property and on the adjacent campus of TIES, with a recommendation to be brought to the Board as details of such a collaboration developed.

The Soccer/Community Center Complex originated from an unsolicited proposal received by the Village on October 11, 2021, from Asociacion De Futbol Argentino, an association formed under the laws of the Republic of Argentina ("AFA"), to develop certain property, and that the Village subsequently issued a Request For Proposals ("RFP") for "Development and Operation of a Sports Complex and Academy, Recreational Facilities, Municipal Offices, and Other Amenities." AFA was the only party to respond to the RFP. Under the proposed project, the Village and AFA have agreed that AFA will pay for and manage the development and construction of a community center to be constructed on Village property, and five (5) soccer fields to be built on the TIES campus.

On June 21, 2023, the Board authorized the Superintendent to finalize due diligence with the Village and negotiations of final agreement(s) formalizing the collaboration between the Village and the Board for the development and operation of a soccer complex at TIES. Since that Board meeting, a community meeting was held by the Village to gather input, and an amended JUA was negotiated.

On October 11, 2023, the Board approved an amended JUA (included as "2023 MDCPS-NBV JUA") with the Village for the joint recreational use of the fields and school perimeter, and on October 16, 2023, the Village Commission approved the same JUA. The final step in the process is the completion of the "AFA Agreements," which consist of the following four agreements between NBV and AFA:

- Development and Construction Management Agreement for the TIES Property
- Operations and Management Agreement for the TIES Property
- An updated Development and Construction Management Agreement for the Galleon St. Property
- An updated Operations and Management Agreement for the Galleon St. Property.

The 2023 JUA includes key terms such as:

- A term of thirty (30) years, unless terminated sooner as provided in the JUA;
- Village, in partnership with AFA, shall fund the improvements;
- Village, with AFA funds, funds repainting of TIES school buildings;
- Creation of one 11 x 11 multipurpose field, four 5x5 multipurpose fields, a perimeter path, new lighting, new irrigation, new drainage systems and new lush landscaping;
- Base License Fee: The Village will pay the Board a base license fee of $50,000-$75,000 for Year 3, $75,000-$80,000 for Years 4-10, and $80,000-$90,000 for Years 11-30 of the Agreement. The Village will pay the Board an additional annual payment of $5,000 for Years 11-26 (based on a deferred payment schedule of $75,000 for Year 2);
- Revenue Share: In addition to the Base License Fee, the Village shall pay the Board a portion of the gross revenue on a biannual basis earned under the Agreement; 9% Gross Revenues + 50% of the Village's negotiated revenues with AFA;
- Programmatic Considerations: AFA will enhance the TIES after-school program with soccer programming;
- 25 Village Scholarships will be available annually to North Bay Village youth (age 5 - 18), including TIES students;
- The Board agrees to dedicate 10% of the revenue it receives directly to TIES for ongoing capital improvements or educational programming; 65% of the funds are to go to District-wide athletic programs and services, and the remaining 25% of the funds are to go to District-wide needs as determined by the Superintendent.
- The Board has a right to audit or examine the Village records pertaining to this Agreement;
- The Board shall have the right to approve the project engineers, architects and general contractors used for the project;
- The AFA Agreements shall contain provisions for background screening requirements and compliance with District code requirements;
- The District shall have full control, custody, right and use of the Licensed Area during regular school hours on regular school days, during any school-operated After-Care Program and during summer school, as established annually through the Board's approved Elementary School Calendar, or by the School;
- The Village shall have full control, custody, right and use of the Licensed Area on weekdays beginning at 5:30 p.m. (setup available at 5:00 p.m.) and ending at 11:00 p.m., and on weekends and Board Holidays from 8:00 a.m. (setup available at 7:30 a.m.) to 11:00 p.m. (the "Village's Period of Use"). AFA shall only be permitted to use the Licensed Area during the Village's Period of Use;
- The Village, at the Village's expense, shall be responsible for all maintenance, repair and upkeep of the Licensed Area. The District shall be responsible for mowing the lawns, and picking up any litter that it may have caused during the school day;
- The Village will be responsible for securing police protection during their use of the Licensed Area; the School Board Police Department shall have first right of refusal for these services;
- The Board may cancel the Agreement in the event of default by the Village, which default is not cured within the applicable timeframes, or in the event of damage or destruction caused by the Village; in addition at any time following the date which is seven (7) years following the Effective Date, the Board shall have the right to cancel the Agreement with six (6) months advance written notice to the VILLAGE, the Village will retain the right to utilize the walking path for a period of at least fifteen (15) years.

- The Board will assign a project manager and will be involved in any design meetings. Final construction plans will be submitted to the Board's project manager;
- The Superintendent of Schools or his/her designee shall be the party designated by the Board to grant or deny all approvals required by the Agreement dealing with the construction of the Village Improvements, or changing periods or schedules of use.

On December 12, 2023, the Village Commission approved a site plan for both the TIES and Galleon Properties. The site plan accompanies this item.

The present agenda item entails four separate agreements that constitute the AFA Agreements.

Key terms of the AFA Agreements include all of the above terms from the JUA, plus:

- They acknowledge that the JUA binds the TIES Agreements.
- The approximate overall NBV contributions toward the project include the items below:

TIES & GALLEON		
Project Funding Uses		
ITEM DESCRIPTION	**Galleon**	**TIES**
	NBV	NBV
MDCPS Admin. Fee		$100,000
Site Prep (Demolition/Clearing/Earthwork/ Grading)	$500,000	
Racquetball Court Demolition		$30,000
Sidewalks/Paths		$1,400,000
Path Lighting		$200,000
Landscaping	$70,000	$250,872
Drainage/Irrigation		$600,000
Furnishings/Equipment		$150,000
Paving and Markings		$100,000
Contingency (Exterior Items Only)	$380,000	$173,197
	$950,000	**$3,004,069**

The Village's financial contributions are not to exceed those amounts. The Village would reimburse AFA for the work as the construction progresses, through separate invoicing from their contractor, who must be approved by MDCPS for the TIES portion of the project.

(Although not specified in the AFA Agreements, current and proposed North Bay Village funding sources include:

- Parks Bond funds - $1.9M
- American Rescue Plan Act of 2021 (ARPA or COVID-19 Stimulus Package) infrastructure funds - $389,500
- 1755 Kennedy Causeway (Continuum Project) Park Contribution - $600,000
- Sunbeam Project Prepaid Park Impact Fees - $1,000,000
- Miami-Dade County Tree Grant Funds plus Village Tree Matching Funds - $64,569)

The AFA contributions toward the project include all other site plan elements approved by the Village Commission on December 12, 2023. The items and their approximate value include:

1. At Galleon - a 3-story community center; 4 padel courts and 2 pickleball courts; sidewalk and pathway improvements; utilities/lighting/electrical improvements; parking improvements; and the design and permit costs associated with these elements. These are valued at approximately $4.48M.
2. At TIES - painting the school; interior fence work that separates the classroom buildings from the perimeter recreational spaces; construction of 1 11x11 artificial turf field and 4 5x5 artificial turf fields; utilities/field lighting/electrical improvements; parking improvements; and the design and permit costs associated with these elements. These are valued at approximately $2.466M.

- Pickleball was added to the Galleon Street Property scope approved at the September 15, 2022 Village Commission Meeting, so that it will now house 4 padel courts and 2 pickleball courts.
- AFA's General Contractor shall be bonded and shall provide a payment and performance bond (the "**Performance Bond"**) for the full construction of the Project consistent with the requirements and regulations contained in Section 255.05 of Florida Statutes.
- AFA shall pay to the Village for each calendar quarter during the Term an amount equal to five percent (5%) of Net Income from all programs, events, rentals and other activities performed at the Facilities.
- Additional AFA Services at TIES:

SERVICE	DESCRIPTION
AFA-organized events for the public throughout the year	Two events will be organized per calendar year, per mutual agreement of NBV and AFA annually.
Soccer trainings to elementary PE teachers in Miami Beach feeder pattern	AFA will provide 2 soccer coaching seminars per year for up to 5 PE teachers in the Miami Beach feeder system.

- Additional AFA Services at Galleon:

SERVICE	DESCRIPTION
AFA-organized events for the public throughout the year	Two events will be organized per calendar year, per mutual agreement of NBV and AFA annually.

- Termination Provisions:

A. For the Development and Construction Management Agreement for TIES:

Termination for Cause by the Village	Notwithstanding the term of this Agreement as established under Section 3.1 hereof, the engagement and services of AFA under this Agreement may be terminated at any time in the good faith sole discretion of Village effective upon written notice given by Village upon the occurrence of any of the following (each, a "**Cause**"): (1) Subject to Force Majeure Events (as defined below) and delays caused by the Village, AFA's failure to commence construction of the Project within thirty-six (36) months after the Effective Date. (2) The dissolution of AFA or the sale, assignment, pledge or conveyance of this Agreement not previously approved by the Village in its sole discretion, or the placement of AFA, its principals or affiliates on the convicted vendors list, or if they are convicted of any crime involving moral turpitude; (3) (i) any receiver, trustee or custodian shall be appointed for all or any substantial part of the property or assets of AFA; (ii) AFA shall commence any voluntary proceeding under present or future U.S. federal law or the bankruptcy laws of Argentina or under any other bankruptcy, insolvency or other laws respecting debtor's rights; or (iii) an "order for relief" or other judgment or decree by any court of competent jurisdiction is entered against AFA in any involuntary proceeding against AFA under present or future U.S. federal or Argentinian bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights, or any such involuntary proceeding shall be commenced against AFA and shall continue for a period of ninety (90) days after commencement without dismissal; or (4) Any AFA Default; (5) A default by AFA of its obligations under that certain Development and Construction Agreement between AFA and the Village for the Galleon St. Property dated [DATE]. If the Village terminates this Agreement for Cause, AFA shall not be entitled to any compensation, reimbursement, or the recoupment of any costs sustained in the performance of this Agreement.
Termination without Cause by Village	This Agreement may be terminated by the Village without Cause in whole or in part at any time, in the best interest of the Village. If the Agreement is terminated before Completion of the Project, AFA shall be entitled to reimbursement for expenses involving the Village fee, legal, architectural, engineering and other expenses prior to the Effective Date for an amount equal to three hundred thousand and NO/100 (USD$300,000.00) US Dollars; plus all costs and expenses from the construction and development of the Project including, but not limited to, construction costs, permitting fees, architectural and engineering fees, environmental studies and surveys, that can be substantiated (the "**Investment**") plus a development fee in the amount of ten percent (10%) of such Investment (the "**Development Fee**"). All work in progress will become the property of the Village and will be turned over promptly by AFA.

- For the Operations and Management Agreement for TIES:

Termination for Cause by the Village	If the Village terminates this Agreement upon the occurrence of an AFA Default pursuant to Section 6.1, AFA shall not be entitled to any compensation, reimbursement, or the recoupment of any costs sustained in the performance of this Agreement.
Termination without Cause by Village	This Agreement may be terminated by the Village without Cause in whole or in part at any time, as determined by the Village in its sole and absolute discretion. Upon Termination by Village without Cause or upon Termination due to Village Default (as defined below) both a "**NBV Termination**", AFA shall be entitled to a return of the total amount of actual, documented costs and expenses incurred by AFA, up to and not exceeding $3,000,000, in the development and construction of the Project ("**Investment Amount**") by AFA under the Development and Construction Agreement. The Investment Amount shall be due in full if the NBV Termination occurs between the Commencement Date and the 10th anniversary from the Effective Date ("**First Period**"). If the NBV Termination occurs between the 10th anniversary of the Commencement Date and the 20th anniversary from the Commencement Date ("**Second Period**"), the Investment Amount shall be reduced by one-half ("**Reduced Investment Amount**"). If the NBV Termination occurs after the 20th anniversary from the Commencement Date ("**Third Period**"), the Investment Amount shall be fully abated and the Village will not owe such Investment Amount to AFA. The Investment Amount shall be paid by the Village within thirty (30) days from the date of termination. Additionally, upon the occurrence of a NBV Termination, the Village shall pay to AFA an annual amount equal to 7% of the Investment Amount per year remaining in the First Period, 7% of the Reduced Investment Amount per year remaining within the Second Period and 7% of the Reduced Investment Amount per year remaining in the Third Period (such amount the "**Expectation Fee**", and, together with the applicable Investment Amount, the "**Early Termination Fee**"). The Expectation Fee for the year of termination shall be due and payable to AFA within thirty (30) days after the end of such contract year. All subsequent Expectation Fee payments shall be due within thirty days after the end of the applicable contract year. For example, if a NBV Termination takes place in year 14, the Village shall pay an Early Termination Fee of $[AMOUNT], which is comprised of an Investment Amount of $[AMOUNT] and an Expectation Fee of $[AMOUNT] (calculated as 7% of $[AMOUNT] multiplied by 7). For clarification purposes, please see a sample chart attached hereto as Schedule 2 using a hypothetical Investment Amount for illustrative purposes.
Termination by the Board	In the event, between the 7th anniversary of the Commencement and the 10th anniversary from the Commencement Date of this Agreement, the Board terminates the JUA or the Village or AFA's right to use the Facilities for convenience pursuant to Article XVI of the JUA, the Village agrees to pay a reduced Early Termination Fee in an amount equal to the Net Income for the prior contract year, provided, however, that such reduced amount shall be no less than $700,000 and shall not exceed $850,000.

- For the Development and Construction Management Agreement for Galleon:

Termination for Cause by the Village	(a) Notwithstanding the term of this Agreement as established under Section **Error! Reference source not found.** hereof, the engagement and services of AFA under this Agreement may be terminated at any time in the good faith sole discretion of Village effective upon written notice given by Village upon the occurrence of any of the following (each, a "**Cause**"): (1) Subject to Force Majeure Events (as defined below) and delays caused by the Village, AFA's failure to commence construction of the Project within thirty-six (36) months after the Effective Date. (2) The dissolution of AFA or the sale, assignment, pledge or conveyance of this Agreement not previously approved by the Village in its sole discretion, or the placement of AFA, its principals or affiliates on the convicted vendors list, or if they are convicted of any crime involving moral turpitude; (3) (i) any receiver, trustee or custodian shall be appointed for all or any substantial part of the property or assets of AFA; (ii) AFA shall commence any voluntary proceeding under present or future U.S. federal law or the bankruptcy laws of Argentina or under any other bankruptcy, insolvency or other laws respecting debtor's rights; or (iii) an "order for relief" or other judgment or decree by any court of competent jurisdiction is entered against AFA in any involuntary proceeding against AFA under present or future U.S. federal or Argentinian bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights, or any such involuntary proceeding shall be commenced against AFA and shall continue for a period of ninety (90) days after commencement without dismissal; or (4) Any AFA Default. If the Village terminates this Agreement for Cause, AFA shall not be entitled to any compensation, reimbursement, or the recoupment of any costs sustained in the performance of this Agreement.
Termination without Cause by Village	This Agreement may be terminated by the Village without Cause in whole or in part at any time, in the best interest of the Village. If the Agreement is terminated before Completion of the Project, AFA shall be entitled to reimbursement for expenses involving the Village fee, legal, architectural, engineering and other expenses prior to the Effective Date for an amount equal to three hundred thousand and NO/100 (USD$300,000.00) US Dollars; plus all costs and expenses from the construction and development of the Project including, but not limited to, construction costs, permitting fees, architectural and engineering fees, environmental studies and surveys, that can be substantiated (the "**Investment**") plus a development fee in the amount of ten percent (10%) of such Investment (the "**Development Fee**"). All work in progress will become the property of the Village and will be turned over promptly by AFA.

- For the Operations and Management Agreement for Galleon:

Termination for Cause by the Village	If the Village terminates this Agreement upon the occurrence of an AFA Default pursuant to Section **Error! Reference source not found.**, AFA shall not be entitled to any compensation, reimbursement, or the recoupment of any costs sustained in the performance of this Agreement.
Termination without Cause by Village	Upon Termination by Village without Cause or upon Termination due to Village Default (as defined below) both a "**NBV Termination**", AFA shall be entitled to a return of the total amount of actual, documented costs and expenses incurred by AFA, up to and not exceeding $6,500,000, in the development and construction of the Project ("**Investment Amount**") by AFA under the Development and Construction Agreement. The Investment Amount shall be due in full if the NBV Termination occurs between the Commencement Date and the 10th anniversary from the Effective Date ("**First Period**"). If the NBV Termination occurs between the 10th anniversary of the Commencement Date and the 20th anniversary from the Commencement Date ("**Second Period**"), the Investment Amount shall be reduced by one-half ("**Reduced Investment Amount**"). If the NBV Termination occurs after the 20th anniversary from the Commencement Date ("**Third Period**"), the Investment Amount shall be fully abated and the Village will not owe such Investment Amount to AFA. The Investment Amount shall be paid by the Village within thirty (30) days from the date of termination. Additionally, upon the occurrence of a NBV Termination, the Village shall pay to AFA an annual amount equal to 7% of the Investment Amount per year remaining in the First Period, 7% of the Reduced Investment Amount per year remaining within the Second Period and 7% of the Reduced Investment Amount per year remaining in the Third Period such amount (the "**Expectation Fee**", and, together with the applicable Investment Amount, the "**Early Termination Fee**"). The Expectation Fee for the year of termination shall be due and payable to AFA within thirty (30) days after the end of such contract year. All subsequent Expectation Fee payments shall be due within thirty days after the end of the applicable contract year. For clarification purposes, please see a sample chart attached hereto as Schedule 2 using a hypothetical Investment Amount for illustrative purposes.
Termination by School District	In the event, during the Term of this Agreement, the School District terminates the JUA, the Parties agree that AFA may elect to terminate this Agreement or to continue operating the cafeteria and Multi-Purpose Courts for purposes of offering sports programming activities to be determined based on an updated Programming Schedule. No Early Termination Fee will be due by Village to AFA in the event of termination by the School District.

EXPECTATION FEE CALCULATION

Year	Investment Amount	Expectation Fee to be paid in the following years (annual payments)
1	$ 6,500,000	10 payments of $455,000
2	$ 6,500,000	9 payments of $455,000
3	$ 6,500,000	8 payments of $455,000
4	$ 6,500,000	7 payments of $455,000
5	$ 6,500,000	6 payments of $455,000
6	$ 6,500,000	5 payments of $455,000
7	$ 6,500,000	4 payments of $455,000
8	$ 6,500,000	3 payments of $455,000
9	$ 6,500,000	2 payments of $455,000
10	$ 6,500,000	1 payments of $455,000
11	$ 3,250,000	10 payments of $227,500
12	$ 3,250,000	9 payments of $227,500
13	$ 3,250,000	8 payments of $227,500
14	$ 3,250,000	7 payments of $227,500
15	$ 3,250,000	6 payments of $227,500

16	$ 3,250,000	5 payments of $227,500
17	$ 3,250,000	4 payments of $227,500
18	$ 3,250,000	3 payments of $227,500
19	$ 3,250,000	2 payments of $227,500
20	$ 3,250,000	1 payment of $227,500
21	None	10 payments of $227,500
22	None	9 payments of $227,500
23	None	8 payments of $227,500
24	None	7 payments of $227,500
25	None	6 payments of $227,500
26	None	5 payments of $227,500
27	None	4 payments of $227,500
28	None	3 payments of $227,500
29	None	2 payments of $227,500
30	None	1 payment of $227,500

Office of Superintendent of Schools
Board Meeting of October 11, 2023

September 27, 2023

Office of Facilities Design & Construction
Raul F. Perez, Chief Facilities Design & Construction Officer

SUBJECT: **AUTHORIZE THE SUPERINTENDENT TO:**

1) EXECUTE AN AMENDED AND RESTATED JOINT USE AGREEMENT WITH NORTH BAY VILLAGE ("VILLAGE"), A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, FOR THE DEVELOPMENT, OPERATION AND USE OF A SOCCER COMPLEX AT TREASURE ISLAND ELEMENTARY SCHOOL, LOCATED AT 7450 EAST TREASURE ISLAND DRIVE, NORTH BAY VILLAGE, FLORIDA 33141;

2) FINALIZE NEGOTIATIONS AND EXECUTE ANY OTHER DOCUMENTS THAT MAY BE REQUIRED TO EFFECTUATE IMPLEMENTATION OF THE AMENDED AND RESTATED JOINT USE AGREEMENT; AND

3) GRANT OR DENY ALL APPROVALS REQUIRED UNDER THE JOINT USE AGREEMENT, INCLUDING RENEWING, EXTENDING, CANCELING OR TERMINATING THE JOINT USE AGREEMENT, AND PLACING THE VILLAGE IN DEFAULT, AS MAY BE APPLICABLE

COMMITTEE: **FACILITIES AND CONSTRUCTION**

LINK TO STRATEGIC PLAN: **EFFECTIVE & SUSTAINABLE OPERATIONAL PRACTICES**

Background

On May 11, 2016, the Board approved Agenda Item F-3, authorizing the Superintendent to finalize negotiations and execute a Joint Use Agreement with North Bay Village ("Village") in the interest of providing recreational programs, activities and facilities for the use and benefit of both students at Treasure Island Elementary School, located at 7540 East Treasure Drive, North Bay Village, Florida, ("TIES") and residents of the Village, with the Village to fund certain improvements for the Village to operate its recreational activities. Additional improvements were completed by the

F-4

District, with the Village to reimburse the District for requested work. The initial term was for ten (10) years, for a rental of $1 per year, with the District having full control of the premises during the school days and during the School-run aftercare program, and the Village having full control during other hours, with the right to contract with not-for-profit entities to provide Village-sponsored recreational services and programs for the Village's period of use.

On November 16, 2022, the Board approved Agenda Item F-5 authorizing the Superintendent to enter into discussions with the Village to explore a possible collaboration between the Village and the Board for the development and operation of a Soccer/Community Center Complex, to be constructed partly on Village property and on the adjacent campus of TIES, with a report and recommendation to be brought to the Board as details of such a collaboration are developed.

As shared in Agenda Item F-5, the Soccer/Community Center Complex originated from an unsolicited proposal received by the Village on October 11, 2021 from Asociacion De Futbol Argentino, an association formed under the laws of the Republic of Argentina ("AFA"), to develop certain property, and that the Village subsequently issued a Request For Proposals ("RFP") for "Development and Operation of a Sports Complex and Academy, Recreational Facilities, Municipal Offices, and Other Amenities". AFA was the only party to respond to the RFP. Under the proposed project, the Village and AFA have agreed that AFA will pay for and manage the development and construction of a community center to be constructed on Village property, and five (5) soccer fields to be built on the School campus.

Subsequent discussions between the District and the Village have clarified the Village's plan including the improvements and program enhancements proposed which include new amenities and offerings at TIES.

On June 21, 2023, the Board approved Agenda Item F-5, authorizing the Superintendent to finalize due diligence with the Village and negotiations of final agreement(s) formalizing the collaboration between the Village and the Board for the development and operation of a soccer complex at TIES. Since that Board meeting, an appraisal was completed, a community meeting was held by the Village to gather input, and an amended Joint Use Agreement was negotiated.

The Deputy Superintendent, Office of School Leadership & Performance and the Chief Facilities Design & Construction Officer recommend entering into an Amended and Restated Joint Use Agreement with the Village for the joint recreational use of the fields, under substantially the following terms:

- a term of thirty (30) years, unless terminated sooner as provided in the Agreement;

  Capital Investments: A $5.5 million capital investment by the Village will be made in the first year of the Agreement. The Village shall fund the legal costs and also the design of the improvements;

- Village funds repainting of TIES school buildings;

- Village funds one 11 x 11 multipurpose field, four 5x5 multipurpose fields, a perimeter path, new lighting, new irrigation, new drainage systems and new lush landscaping;

Base License Fee: The Village will pay the Board a base license fee of $50,000-$75,000 for Year 3, $75,000-$80,000 for Years 4-10, and $80,000-$90,000 for Years 11-30 of the Agreement. The Village will pay the Board an additional annual payment of $5,000 for Years 11-26 (based on a deferred payment schedule of $75,000 for Year 2);

Revenue Share: In addition to the Base License Fee, the Village shall pay the Board a portion of the gross revenue on a biannual basis earned under the Agreement; 9% Gross Revenues + 50% of the Village's negotiated revenues with AFA;

- **Programmatic Considerations:** AFA will enhance the TIES after-school program with soccer programming;

- 25 Village Scholarships will be available annually to North Bay Village youth (age 5 - 18), including TIES students;

- The Board agrees to dedicate 10% of the revenue it receives directly to TIES for ongoing capital improvements or educational programming; 65% of the funds are to go to District-wide athletic programs and services, and the remaining 25% of the funds are to go to District-wide needs as determined by the Superintendent.
- The Board has a right to audit or examine the Village records pertaining to this Agreement;

- The Village intends to enter into separate agreements with Asociacion de Futbol Argentino, an association formed under the laws of the Republic of Argentina ("AFA"), including a Development and Construction Agreement and a Management Agreement ("AFA Agreements"), in accordance with the terms of this Amended and Restated Joint Use Agreement, for the construction, operation and management of certain recreational improvements at TIES and for AFA's joint use of certain recreational facilities at TIES;

- The Board shall be an express third-party beneficiary of the AFA Agreements, and shall be named as a dual oblige on any bonds delivered by AFA with respect to any work at TIES;

- The Board shall have the right to approve the project engineers, architects and general contractors used for the project;

- The Village will make such recreational improvements at TIES, to provide for the joint use by the Parties and AFA of certain recreational facilities at TIES, and provide for the sharing of revenue between the Parties as consideration for the use of the recreational facilities by AFA pursuant to the Management Agreement, all under the terms and conditions set forth;

- The Village and AFA have no rights to amend, modify, replace, terminate, pledge, assign or transfer any rights or interest under the AFA agreements without the prior written consent of the Board;

- AFA may subcontract to third parties to carry out its construction, maintenance and programming, subject to Board approval and in compliance with the terms of the Agreement.

- The AFA Agreements shall contain provisions for background screening requirements and compliance with District code requirements;

- The District shall have full control, custody, right and use of the Licensed Area during regular school hours on regular school days, during any school-operated After-Care Program and during summer school, as established annually through the Board's approved Elementary School Calendar, or by the School;

- The Village shall have full control, custody, right and use of the Licensed Area on weekdays beginning at 5:30 p.m. (setup available at 5:00 p.m.) and ending at 11:00 p.m., and on weekends and Board Holidays from 8:00 a.m. (setup available at 7:30 a.m.) to 11:00 p.m. (the "Village's Period of Use"). AFA shall only be permitted to use the Licensed Area during the Village's Period of Use;

- The Village, at the Village's expense, shall be responsible for all maintenance, repair and upkeep of the Licensed Area. The District shall be responsible for mowing the lawns, and picking up any litter that it may have caused during the school day;

- The Village will be responsible for securing police protection during their use of the Licensed Area, the School Board Police Department shall have first right of refusal for these services;

- The Village will indemnify and hold the Board harmless, to the extent of the limitations included within Florida Statutes, Section 768.28, for any liability arising out of taxation or tax liability associated with the Village or AFA's use, operation or maintenance under this Agreement;

- The Village will indemnify and hold the Board harmless, to the extent of the limitations included within Florida Statutes, Section 768.28, for any liability arising out of any claim, lawsuit or action arising out of the authority of the Village to enter into this agreement with the Board, with AFA, or any related entity under this Agreement;

- The Village and the Board shall otherwise indemnify and hold the other harmless, to the extent of the limitations included within Florida Statutes, Section 768.28;

- The Board may cancel the Agreement in the event of default by the Village, which default is not cured within the applicable timeframes, or in the event of damage or destruction caused by the Village; in addition at any time following the date which is seven (7) years following the Effective Date, the BOARD shall have the right to cancel the Agreement with six (6) months advance written notice to the VILLAGE, the Village will retain the right to utilize the walking path for a period of at least fifteen (15) years.

- The Board will assign a project manager and will be involved in any design meetings. Final construction plans will be submitted to the Board's project manager;

- The Superintendent of Schools or his/her designee shall be the party designated by the Board to grant or deny all approvals required by the Agreement dealing with construction of the Village Improvements, or changing periods or schedules of use;

The proposed Joint Use Agreement has been reviewed by the Office of the General Counsel for legal sufficiency and the Office of Risk and Benefits Management for risk management issues, respectively, and found to be in compliance.

RECOMMENDED: That The School Board of Miami-Dade County, Florida, authorize the Superintendent to:

1) Execute an Amended and Restated Joint Use Agreement with North Bay Village ("Village"), a political subdivision of the State of Florida, for the development, operation and use of a Soccer Complex at Treasure Island Elementary School, located at 7450 East Treasure Island Drive, North Bay Village, Florida 33141;

2) Finalize and execute any other documents that may be required to effectuate implementation of the Amended and Restated Joint Use Agreement; and

3) Grant or deny all approvals required under the Amended and Restated Joint Use Agreement, including reviewing, extending, canceling or terminating the Joint Use Agreement, and placing the Village in default, as may be applicable;

AMENDED AND RESTATED JOINT USE AGREEMENT

THIS AMENDED AND RESTATED JOINT USE AGREEMENT ("**Agreement**"), made and entered into this ____ day of _____, 20__, by and between **THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**, a body corporate and politic existing under the laws of the State of Florida (the "**BOARD**"), and **NORTH BAY VILLAGE**, a municipal corporation of the State of Florida (the "**VILLAGE**"). The BOARD and VILLAGE are sometimes referred to in this Agreement individually as "**Party**' and collectively as the "**Parties**".

WITNESSETH

WHEREAS, the BOARD and VILLAGE are mutually interested in and concerned with providing and making available recreational programs, activities and facilities for the use and benefit of the students of Miami-Dade County Public Schools (the "**District**") and residents of the VILLAGE; and

WHEREAS, the BOARD owns and has under its jurisdiction certain real property known as Treasure Island Elementary School, located at 7540 East Treasure Drive, North Bay Village, FL ("**School**"); and

WHEREAS, the VILLAGE has approached the BOARD with a request to make a number of recreational improvements at the School and to jointly use certain recreational facilities at the School; and

WHEREAS, the VILLAGE intends to enter into that certain Development and Construction Management Agreement (as amended, restated and replaced, in accordance with the terms of this Agreement, the "**Development Agreement**"), and that certain Operations and Management Agreement (as amended, restated and replaced, in accordance with the terms of this Agreement, the "**Management Agreement**", and together with the Development Agreement, the "**AFA Agreements**") in each case, at this time, by and between the VILLAGE and Asociacion de Futbol Argentino, an association formed under the laws of the Republic of Argentina ("**AFA**"), for the construction of certain recreational improvements at the School and for AFA's joint use of certain recreational facilities at the School;

WHEREAS, the Parties are desirous of entering into this Agreement to allow the VILLAGE to make such recreational improvements at the School, to provide for the joint use by the Parties and AFA of certain recreational facilities at the School, and to provide for the sharing

of revenue between the Parties as consideration for the use of the recreational facilities by AFA pursuant to the Management Agreement, all under the terms and conditions set forth below; and

WHEREAS, the BOARD and VILLAGE entered into that certain Joint Use Agreement, dated [July 20, 2020] (the "**Existing JUA**"), with respect to certain recreational improvements at the School and the joint use by the Parties of certain recreational facilities at the School; and

WHEREAS, the Parties desire to amend and restate the Existing JUA in its entirety by this Agreement, as more particularly set forth below; and

WHEREAS, The School Board of Miami-Dade County, Florida, at its meeting of _____, 20___, School Board Agenda item _____, Board Action # _____, approved entering into this Agreement; and

WHEREAS, North Bay Village, by the adoption of Resolution No. _____, at its meeting of_____, 20_____, approved this Agreement.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars ($10.00), restrictions and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Existing JUA is amended, restated, superseded and replaced in its entirety as follows:

I.

RECITALS

The above recitals are true and correct and are incorporated herein by reference.

II.

PREMISES TO BE JOINTLY USED

Effective with the Commencement Date of this Agreement (as defined below), the Parties agree to jointly use the School playfield area, tennis courts, basketball courts, and the parking lot located on the southwest portion of the School, all as more particularly described in **Exhibit "A"** attached hereto and made a part hereof (collectively the "**LICENSED AREA**"), together with all improvements currently located or to be constructed thereon.

III.

TERM

Subject to Article IV below, this Agreement shall be effective upon the date on which the last of the Parties initials or executes this Agreement and the execution of the aforementioned Management Agreement, whichever comes later (the "**Effective Date**"). Effective with the

Effective Date, the VILLAGE shall have access to the LICENSED AREA, with full right of ingress thereto and egress therefrom, for the specific and limited purpose provided for in this Agreement. The initial term of this Agreement shall be for a period of thirty (30) years (the "**Term**"), commencing on the Effective Date and expiring on the date which is thirty (30) years following the Effective Date, unless sooner terminated as provided herein, subject to the provisions herein contained.

IV.

AFA AGREEMENTS

A. **AFA Agreements.** The effectiveness of this Agreement shall be conditioned on the full execution by the VILLAGE and AFA of the AFA Agreements, in form and substance approved by the BOARD, in its sole and absolute discretion, and delivery of a copy of the fully executed AFA Agreements to the BOARD. Additionally, if required by the BOARD, the VILLAGE shall cause AFA to execute a consent and agreement, in form and substance acceptable to the BOARD, to evidence AFA's consent and agreement to comply with the terms and conditions of this Agreement applicable to AFA. The current drafts of the AFA Agreements are attached hereto as **Exhibit "B"** and, upon the execution of the AFA Agreements, this Agreement shall be amended to replace **Exhibit "B"** with the executed copies of the AFA Agreements. The AFA Agreements shall be executed and delivered to the BOARD by no later than _____, 20___. In the event the AFA Agreements are not executed and delivered to the BOARD by such date, the BOARD shall have the right to terminate this Agreement upon written notice to the VILLAGE, in which event this Agreement shall terminate and the Existing JUA shall be fully reinstated and in full force and effect.

B. **Covenants Regarding the AFA Agreements**.

(i) The VILLAGE shall not amend, modify, extend, replace or terminate the AFA Agreements, or assign, pledge or transfer any interest or rights of the VILLAGE (or consent to any assignment, pledge or transfer by AFA of its interest or rights) under the AFA Agreements to any other party, without the prior written consent of the BOARD, which may be granted or withheld in the BOARD's sole discretion. In the event the AFA Agreements are amended and/or modified in accordance herewith, this Agreement shall be amended to attach such amendments and/or modifications of the AFA Agreements as exhibits to this Agreement.

(ii) At all times during the Term of this Agreement, the VILLAGE will perform as required by the terms of the AFA Agreements, will neither take nor fail to take any action that causes a default under the AFA Agreements which results in a termination of the AFA Agreements by AFA, will not waive any default in performance by AFA under the AFA Agreements without first obtaining the prior written consent of the BOARD, which may be granted or withheld in the BOARD's sole discretion, and will promptly deliver to the BOARD, in full compliance with Article XXVIII, all written notices received from AFA or delivered by the VILLAGE to AFA. The VILLAGE will not approve any agreements, documentation, schedules and other items under the AFA Agreements, including without limitation, the GMP Contract, the AFA Representative Contract, the Development Schedule and the Logistics Plan (each as defined in the AFA Agreements), without first obtaining the prior written consent of the BOARD, which may be granted or withheld in the BOARD's sole discretion.

(iii) The VILLAGE shall cause AFA to comply with the terms and conditions of this Agreement and any obligations of the VILLAGE as set forth in this Agreement in connection with AFA's construction, development, use and operation of the LICENSED AREA pursuant to the AFA Agreements, including, without limitation, the obligations set forth in Articles VI, VII, VIII, IX, XXI, XXXI, XXXII, XXXIV and XXXVII of this Agreement, whether or not so stated in such articles.

(iv) The VILLAGE shall cause AFA to contribute twenty-five (25) ten (10) month scholarships (without payment of consideration or charge of any kind), for each year of the Term for the soccer academies operated by AFA in the LICENSED AREA, which scholarships shall be made available to youth (children ages 5 to 18) in North Bay Village, including students at the School.

C. **Terms and Provisions of the AFA Agreements**. The AFA Agreements shall, *inter alia*, provide for the following:

(i) The BOARD shall be an express third-party beneficiary of the AFA Agreements, the GMP Contract and the AFA Representative Contract with respect to the Work, on the same terms and conditions as the VILLAGE as set forth in the AFA Agreements, such that, *inter alia*, the BOARD may bring legal actions under the AFA Agreements, the GMP Contract

and/or the AFA Representative Contract in its name as beneficiary without the participation of the VILLAGE or AFA, as applicable, and all warranties with respect to the Work, express and implied, run to the BOARD in addition to AFA and the VILLAGE. The BOARD shall be named as a dual obligee on any bonds delivered by AFA with respect to the Work. The GMP Contract and AFA Representative Contract shall be subject to the BOARD's review and approval, in its sole and absolute discretion.

(ii) The BOARD shall have the right to approve, in its sole and absolute discretion, the Engineers, Project Architect and General Contractor (as such terms are defined in the Development Agreement) retained by AFA pursuant to the Development Agreement, in accordance with District and BOARD Policies. The BOARD hereby approves the following Project Architect: _____. The General Contractor shall be a general contractor on a list of District approved general contractors provided by the BOARD.

(iii) The BOARD shall be included as an indemnified party in any indemnities from AFA in favor of the VILLAGE in the AFA Agreements. The BOARD shall be copied on all notices, in full compliance with Article XXVIII**,** including, without limitation, any default notices, sent by either the VILLAGE or AFA under the AFA Agreements, and in the event of a default, the BOARD shall be apprised of any efforts by the defaulting party to cure such default.

(iv) Any assignment by AFA of its rights and obligations under the AFA Agreements or subcontractor shall be subject to the BOARD's prior written approval, which shall not be unreasonably withheld, and shall not be deemed approved for failure of the BOARD to respond to any request for assignment. Any such assignment or subcontractor shall require an amendment to this Agreement, approved and executed by the Parties. The BOARD hereby approves PROJECT FOOTBALL, LLC., as a subcontractor.

(v) The AFA Agreements shall contain provisions for background screening requirements and compliance with District code requirements as set forth in Article XXXVII of this Agreement, as those requirements may be updated, expanded or otherwise modified from time to time, in conformance with Florida Statute and BOARD Policy.

(vi) In addition to the provisions set forth in Article V(D), any audit rights in favor of the VILLAGE under the AFA Agreements shall also run to the benefit of the BOARD. The VILLAGE shall promptly provide to the BOARD all financial statements and information and books and records of AFA received by the VILLAGE pursuant to the AFA Agreements.

D. **Obligations of the VILLAGE**. Notwithstanding the existence of the AFA Agreements, the terms and provisions of this Article IV or any other provision in this Agreement to the contrary, as between the VILLAGE and the BOARD, the VILLAGE is directly and fully responsible to the BOARD for all obligations of the VILLAGE under this Agreement, including, without limitation, the payment of the Minimum Fee and the Revenue Sharing Payment, the construction and completion of the Work and the maintenance of the facilities in the LICENSED AREA in accordance with Article VIII below.

V.
CONSIDERATION

A. Minimum Fee.

(i) Subject to adjustment pursuant to subsection (iii) below, the VILLAGE shall pay to the BOARD as consideration for use and occupancy of the LICENSED AREA throughout the Term of this Agreement, in advance, an annual minimum fee (the "**Minimum Fee**"), beginning on the Effective Date, and on the anniversary of the Effective Date each year thereafter, as follows:

Time Period	**Minimum Fee**
Year 1	$0.00
Year 2	$75,000.00 (subject to subsection (ii) below)
Year 3	$50,000.00
Year 4 through Year 10	$75,000.00
Year 11 through Year 30	$80,000.00

(ii) Notwithstanding anything to the contrary contained in this Agreement, to the extent the VILLAGE is not in default under the terms of this Agreement beyond any applicable notice and/or cure periods set forth herein, the Minimum Fee for the second (2nd) year of the Term (the "**Deferred Payment**") shall be deferred in its entirety and payable to the BOARD during years 11 through 15 of the Term, in equal annual installments payable at the same time and in the same manner as the Minimum Fee for each such year of the Term. In the event of a default by the VILLAGE beyond any applicable notice and/or cure periods set forth herein at any time during and following the second (2nd) year of the Term, in addition to any other rights and remedies under this Agreement for such default, including, without limitation as set forth in Article XVII below, the BOARD shall be entitled to demand immediate payment of the entire Deferred Payment by the VILLAGE.

(iii) In the event the VILLAGE and the BOARD agree to allow the VILLAGE to operate daytime camps serving youth in North Bay Village in the LICENSED AREA as further set forth in Article VI below (the "**Daytime Camps**") for four (4) weeks during Summer and/or Winter breaks in any given year of the Term, notwithstanding subsection (i) above, the Minimum Fee payable for such year of the Term shall be in the amounts as follows:

Time Period	**Minimum Fee**
Year 1	$0.00
Year 2	$75,000.00 (subject to subsection (ii) above)
Year 3	$75,000.00
Year 4 through Year 10	$80,000.00
Year 11 through Year 30	$90,000.00

In the event the BOARD allows use of the LICENSED AREA for Daytime Camps during other School holidays (e.g., Spring Break and Thanksgiving), the Minimum Fee shall be increased prorata for every additional week (or portion thereof) that the LICENSED AREA is made available for such Daytime Camps (i.e., for Year 3, the Minimum Fee shall be increased by $6,250 for each

additional week; for Years 4 through 10, the Minimum Fee shall be increased by $1,250 for each additional week; and for Years 11 through 30, the Minimum Fee shall be increased by $2,500 for each additional week, in each case, prorated on a daily basis for any partial weeks).

B. **Revenue Sharing Payment.** In addition to the Minimum Fee, commencing on the fourth (4^{th}) year of the Term, the VILLAGE shall pay to the BOARD nine percent (9%) of the Gross Revenue (as hereinafter defined) plus fifty (50%) of any revenue paid by AFA to the VILLAGE under the Management Agreement (collectively, the "**Revenue Sharing Payment**") on a semi-annual basis. The dates on which the payment shall be due are April 1 and October 1, or the next business day after those dates if they are not business days. The Revenue Sharing Payment shall be paid in one lump sum within thirty (30) days after the end of each period. Revenue Sharing Payments due for any partial calendar term shall be prorated on a per diem basis.

C. **Gross Revenue Statements**. The VILLAGE shall provide a bi-annual statement within thirty (30) days after each bi-annual reporting period, which shall show all Gross Revenue and any revenue paid by AFA to the VILLAGE under the Management Agreement for the reporting period, and shall be certified to be true, complete and correct by an independent certified public accountant satisfactory to the BOARD. If such bi-annual statement shows that the VILLAGE owes a Revenue Sharing Payment, the VILLAGE shall include payment of such Revenue Sharing Payment with such statement. Such bi-annual statements shall be delivered by the VILLAGE to the BOARD in the manner specified for notices under this Agreement or to such other address which may be specified by the BOARD to the VILLAGE from time to time. If the VILLAGE shall fail to prepare and deliver any statement required hereunder, the BOARD shall have the right, in addition to any other rights and remedies under this Agreement for such failure, including, without limitation as set forth in Article XVII below, to estimate the Gross Revenue and revenue paid by AFA to the VILLAGE under the Management Agreement for any non-reported period, in the BOARD'S reasonable discretion, and bill the VILLAGE for the Revenue Sharing Payment accordingly. The BOARD reserves the right, at its option, to adjust the Revenue Sharing Payment billings when actual statements are received. In addition to the statements required herein, the VILLAGE shall provide the BOARD with any revenue statements received by the VILLAGE from AFA under the Management Agreement.

D. **Audits**. The BOARD may from time to time, upon at least ten (10) business days' notice to the VILLAGE, and at the BOARD'S sole cost and expense, cause a complete audit or

examination to be made of the VILLAGE'S records pertaining to this Agreement and the AFA Agreements and such books and records of AFA for all or any part of the three (3) calendar years immediately preceding such notice for the purpose of checking the accuracy of the Gross Revenue and any revenue paid by AFA to the Village under the Management Agreement. During such audit, the BOARD or its authorized representatives shall have full and free access to such records and the right to require that the VILLAGE, its agents and employees furnish such information or explanation with respect to such items as may be necessary for a proper examination and audit thereof. The VILLAGE shall share such records electronically (through a database or file share method or other electronic means) if requested by the BOARD to do so. If such audit or examination discloses that any of the VILLAGE'S statements of Gross Revenues understates Gross Revenues made during any calendar year of the Term by three percent (3%) or more, or if the VILLAGE shall have failed to furnish the BOARD any Gross Revenues statements during any calendar year or shall have failed to prepare and maintain the VILLAGE'S records as required herein, then, in addition to any other rights and remedies of the BOARD under this Agreement for each such failure, including, without limitation as set forth in Article XVII below, the VILLAGE shall pay the BOARD the cost of such audit or examination, and any deficiency in the Revenue Sharing Payments. The BOARD'S acceptance of any Revenue Sharing Payments shall be without prejudice to the BOARD'S examination, audit and other rights hereunder.

E. Gross Revenue Defined. "**Gross Revenue**" shall mean all revenue from all programs, events, rentals, sales and other activities strictly performed at the LICENSED AREA pursuant to this Agreement. If however, the Village subsidizes an event or program for the benefit of the community at a loss, this definition shall not be applicable and no fees shall be owed to the Board, fiscal evidence of the subsidized event or program for the benefit of the community operated at a loss (e.g. budgets or revenue reports) shall be made available to the Board upon request.

F. Payments. The Minimum Fee, Revenue Sharing Payment and any other payments due to the BOARD pursuant to this Agreement shall be paid by check or wire transfer, without notice, demand, deduction or setoff of any kind, when due and payable. Checks are to be paid to the BOARD and mailed to _____, Attn: _____; Wire transfers

are to be sent pursuant to BOARD instructions or by such other method and to such other place and person as the BOARD directs in writing.

G. **Delinquent Payment**. With respect to any payments required of the VILLAGE hereunder not received within fifteen (15) business days after notice of such nonpayment from the BOARD, the BOARD may charge the VILLAGE a fee equal to five (5%) percent of the delinquent payment to reimburse the BOARD for its cost and inconvenience incurred as a consequence of the VILLAGE's delinquency; provided, however, that in no event will the BOARD have to provide more than one (1) notice in any twelve (12) month period and the foregoing late fee will be assessed upon its delinquency. In no event, however, shall the charges permitted under this section or elsewhere in this Agreement, to the extent they are considered to be interest under applicable law, exceed the maximum lawful rate of interest.

VI.

USE OF LICENSED AREA

The LICENSED AREA as identified in **Exhibit "A"** shall be used by the VILLAGE only for the operation of recreational programs sponsored, organized and supervised by the VILLAGE, by AFA pursuant to the Management Agreement for the purposes set forth therein, and by the BOARD for the School's recreational and educational programs, and for no other purposes. The VILLAGE covenants and agrees to accept the LICENSED AREA in its "as-is", "where-is" condition and basis with all faults as of the Effective Date of this Agreement, subject to all easements, covenants or other encumbrances of record. The BOARD makes no representations or warranties of any type or nature whatsoever, either expressed or implied, as to the usefulness, physical condition or appropriateness of the LICENSED AREA for the VILLAGE's or AFA's operations or any specific use. The VILLAGE, by executing this Agreement, agrees and acknowledges that the BOARD has made no representations whatsoever regarding the LICENSED AREA, including with respect to its environmental condition. The VILLAGE represents that it is relying and will continue to rely solely on its own investigations of the LICENSED AREA in its decision to occupy or use it, and the VILLAGE further acknowledges and agrees that the BOARD shall not indemnify the VILLAGE or AFA in any way with respect to the condition of the LICENSED AREA. The provisions of this paragraph shall survive the expiration or the early termination or cancellation of this Agreement.

Effective with the Commencement Date, the BOARD shall have full control, custody, right and use of the LICENSED AREA during regular school hours (as determined by the School Administrator) on regular school days during the BOARD's academic school year. In addition, the BOARD, at its sole option, shall have use of the LICENSED AREA, or portions thereof, after regular school hours as may be required for, but not limited to, practices and home games, intramural sports, summer school, special events and functions, extracurricular activities/athletics and after school programs, during which time the BOARD shall have full control, custody, right and use of the LICENSED AREA (the "**BOARD's Period of Use**"). In accordance with the licensee rights afforded to the VILLAGE under this Agreement, and in compliance with all other terms and conditions of this Agreement, effective with the Commencement Date, the VILLAGE shall have full control, custody, right and use of the LICENSED AREA on weekdays beginning at 5:30 p.m. (with a set-up period beginning at 5:00 p.m.) and ending at 11:00 p.m., and on weekends from 8:00 a.m. (with a set-up period beginning at 7:30 a.m.) to 11:00 p.m. (the "**VILLAGE's Period of Use**"). AFA shall only be permitted to use the LICENSED AREA during the VILLAGE's Period of Use. The VILLAGE shall reimburse the BOARD for the use of any supplies and/or consumable materials belonging to the BOARD and/or the School during the VILLAGE's Period of Use.

Notwithstanding the above, the School Administrator, or designee, and the VILLAGE's designee, shall meet prior to the start of each regular school year, as established through the BOARD'S approved Elementary and Secondary School Calendar ("**School Calendar**"), or as soon thereafter as possible, to review the schedule for use of the LICENSED AREA by the Parties for the upcoming school year. Such schedule shall set forth certain dates on which use of the LICENSED AREA by and through the VILLAGE shall be prohibited (e.g., testing days) (collectively, the "**Exclusion Dates**"). Such schedule of use and the exact areas of use may be modified in writing from time to time throughout the school year by mutual agreement of the Parties, or their authorized designees.

In addition to the above, the BOARD, in its sole and absolute discretion, may make the LICENSED AREA available to the VILLAGE for the operation of Daytime Camps for a total of four (4) weeks during the summer and/or winter holidays. The BOARD may also, in its sole and absolute discretion, allow the VILLAGE to operate the Daytime Camps in the LICENSED AREA during other School holidays (i.e., Spring Break and Thanksgiving). In either such event, the

VILLAGE's designee and the BOARD's Region Administrator shall meet to establish a schedule for use of the LICENSED AREA for the Daytime Camps. Such schedule may be modified in writing from time to time by mutual agreement of the Parties, or their authorized designees.

In the event the VILLAGE requires use of the LICENSED AREA for a special event or function during the VILLAGE's Period of Use or the BOARD's Period of Use, the VILLAGE shall request said use, in writing with a minimum of fifteen (15) calendar days advance notice. The foregoing provision shall apply to any special events or functions held by AFA in the LICENSED AREA. Any such events shall be subject to the BOARD's approval, in its sole and absolute discretion. Any request by the VILLAGE or AFA to use the LICENSED PREMISES for a special event or function shall state the proposed date of the event (which may not be an Exclusion Date) and shall set forth whether additional security will be needed for such event. The VILLAGE acknowledges and agrees that neither the VILLAGE nor AFA may use the LICENSED AREA for any revenue-generating events held in the community center or property owned by the VILLAGE unless all such revenue is calculated and included in the Revenue Sharing Payment payable to the BOARD and is otherwise permitted under this Agreement.

The VILLAGE, in addition to its own utilization of the LICENSED AREA, shall have the option of contracting with not-for-profit parties to use the LICENSED AREA or portions thereof to provide VILLAGE-sponsored recreational services and programs to the general public during the VILLAGE's Period of Use, subject to approval by the BOARD or designee, and provided such not-for-profit parties are not affiliates of AFA or providing funding to AFA. In that event, the VILLAGE shall submit a written request to the BOARD a minimum of fifteen (15) calendar days prior to such proposed use, with the name of the not-for-profit party, the proposed programs to be conducted by the non-for-profit party, and the proposed period and areas of use of the LICENSED AREA, for review by the North Region Office and School Administrator. In the event such request is approved in writing by the North Region Office and School Administrator, the VILLAGE shall be responsible during such use for all maintenance, clean-up, risk management, security and supervision of the LICENSED AREA and other terms and conditions set forth in this Agreement, the same as if the VILLAGE itself were utilizing the LICENSED AREA. Further, the VILLAGE shall require such entities or groups to provide liability insurance and other required insurance coverage as determined by the BOARD, naming both the VILLAGE and the BOARD as additional insureds, in accordance with the rules and regulations established from time to time by the BOARD

for use of the LICENSED AREA. As a precondition to use of the LICENSED AREA by such an entity, the VILLAGE shall obtain a certificate of insurance evidencing same and shall provide a copy thereof to the BOARD.

Use of the LICENSED AREA by for-profit parties or entities under this Agreement, except for AFA and (AFA's approved subcontractor) pursuant to the AFA Agreements, as approved by the BOARD, shall be prohibited, without the express written consent of the BOARD, which may be withheld or conditioned at the BOARD's sole discretion, and which will require compliance with all applicable laws, including, without limitation, BOARD Policy. In the event AFA intends to contract with a third-party for programming at the LICENSED AREA, such third party shall be subject to the express written consent of the BOARD, which may be withheld or conditioned at the BOARD's sole discretion and, if approved, the VILLAGE shall cause such third party to comply with all the terms and conditions of this Agreement applicable to AFA.

The use of the LICENSED AREA by the VILLAGE (or any third parties by, through or under the VILLAGE) for carnivals, fairs, exhibits, mechanical rides, midways, or the same or similar kinds of activities is expressly prohibited, without the express written consent of the BOARD, which may be withheld or conditioned at the BOARD's sole discretion. In no event shall fireworks be permitted in the LICENSED AREA. No animals shall be permitted in the LICENSED AREA, except for service animals as required by applicable law. Neither Party shall commit nor permit any violations of applicable laws, rules and regulations of the BOARD, including BOARD Policies, the VILLAGE, State, or Federal government upon the LICENSED AREA.

The sale or consumption of alcoholic beverages by any party, including, without limitation, the VILLAGE or AFA or any of their respective personnel, guests, staff, invitees, affiliates or patrons, within the LICENSED AREA or School is expressly prohibited at all times. Violation of this provision shall be deemed a material breach of this Agreement, and the BOARD may, in its sole discretion, cancel this Agreement.

The VILLAGE shall be responsible for securing and locking all perimeter and parking lot gates at the completion of the VILLAGE's daily Period of Use. The VILLAGE agrees that the LICENSED AREA shall not be used for temporary or permanent placement and use of portable toilets, storage of construction or maintenance materials, or for the storage or long-term parking of vehicles. In addition, the VILLAGE shall ensure that there are no vehicles remaining on the

LICENSED AREA, including the parking lot, at the end of the VILLAGE's daily Period of Use, and shall remove all such unauthorized vehicles stationed thereon. The VILLAGE shall remove said vehicles using all lawful means, and may post signs to facilitate same, after securing approval from the BOARD or designee.

In addition, and in conformance with the requirements of Article XXXVIII(K), the VILLAGE shall comply with all School safety and security criteria, as established by the School Administrator, and provide proper security and supervision in its use of the LICENSED AREA and maintain the LICENSED AREA safe and secure at all times during the VILLAGE's Period of Use. The VILLAGE acknowledges and agrees that the School Administrator shall have overall responsibility for the School site or operational issues impacting the LICENSED AREA and/or School site, including without limitation, building security and safety, and the VILLAGE shall comply with all such requirements and coordinate on an ongoing basis with the School Administrator to ensure the safety of students, staff, visitors, invitees and the public at all times. The VILLAGE shall promptly notify the BOARD or its designee of any and all notices or communications received by the VILLAGE from any jurisdictional entity, as well as provide notice to the BOARD of any incidents that occurred, in relation to any safety issues or law enforcement incidents on the LICENSED AREA or elsewhere on the School site. Thereafter, the VILLAGE shall provide the BOARD with all information reasonably requested by the BOARD, and shall cooperate with the BOARD in implementing any policies or procedures by the VILLAGE required to mitigate any further incidents in this regard. This representation by the VILLAGE shall constitute a material inducement for the BOARD to enter into this Agreement.

The Parties agree that the LICENSED AREA shall be closed from time to time to complete maintenance activities. The Parties agree that the method, scope and scheduling of any such closure shall be determined by the BOARD or designee.

Notwithstanding any other provisions of this Agreement, the VILLAGE acknowledges and agrees that the VILLAGE shall comply with Miami-Dade County Emergency Orders, as each Order may be subsequently modified or amended, as well as any other local, County, State, School Board or Federal Order currently in place or that may be implemented related to a pandemic crisis ("**Emergency Orders**") at all times during the Village's Period of Use of the LICENSED AREA. These restrictions may include, but are not limited to, social distancing requirements, site supervision to ensure compliance, requirements for Personal Protective Equipment, closure of

facilities or restrictions on maximum capacity, etc., and the VILLAGE shall provide to the BOARD sufficient documentation acceptable to the BOARD certifying compliance, at the VILLAGE's sole cost and expense, with any and all requirements set forth in the Emergency Orders and any policies or requirements which may be established by the BOARD relating thereto. It is understood and agreed that, by virtue of accepting possession of the LICENSED AREA or continuing use and occupancy of same, the VILLAGE certifies to the BOARD full compliance therewith, and further represents and certifies to the BOARD that it shall continue to be in full compliance, at the VILLAGE's sole cost and expense, with any and all requirements set forth in the Emergency Orders and any policies or requirements which may be established by the BOARD relating thereto, until such time as the VILLAGE notifies the BOARD otherwise in compliance with the provisions of Article XXVIII of this Agreement. Enforcement of these procedures is a condition precedent to the VILLAGE's continued use and occupancy of the LICENSED AREA under any Emergency Order or BOARD Policy related thereto. Non-compliance with the foregoing procedures and requirements shall be deemed a material breach of this Agreement.

The VILLAGE shall implement and make known to the public by way of an easily accessible means (which shall include, without limitation, by posting fliers in the LICENSED AREA), at its sole cost and expense, an online application and phone number for the public to provide any feedback and/or complaints with respect to the VILLAGE's and AFA's use and operations at the LICENSED AREA. Any such feedback and/or complaints shall be communicated by the VILLAGE to the School Administrator in a timely fashion, and the VILLAGE shall retain all responsibility to address and resolve the feedback and/or complaints, and to timely communicate its actions with respect to such feedback and/or complaints to both the individual initiating the feedback and/or complaints and the School Administrator. In addition, the VILLAGE shall provide to the BOARD and the School Administrator a monthly report listing any feedback and/or complaints and the actions taken by the VILLAGE in connection therewith.

The VILLAGE shall cause AFA, and any other third parties who use the LICENSED AREA, by, through or under the VILLAGE, to comply with the terms and provisions of this Article VI.

VII.

CONSTRUCTION ACCESS AND IMPROVEMENTS TO THE LICENSED AREA

As set forth in Article III, effective with the Effective Date of this Agreement, the BOARD does hereby grant to the VILLAGE, the right and privilege to access the LICENSED AREA, with full right of ingress thereto and egress therefrom, for the specific and limited purpose of installing new chain link fencing, a minimum of 6 feet in height within the LICENSED AREA, at the VILLAGE's sole cost and expense, as substantially depicted in **Exhibit "D"** attached hereto and made a part hereof, which work shall be a condition precedent to the VILLAGE's occupancy and use of the LICENSED AREA (the "**Fence Work**"). Subsequent to completion of construction of the Fence Work, which is a condition precedent, the VILLAGE shall also have the right to modify existing improvements within the LICENSED AREA and/or construct new improvements within the LICENSED AREA, all at the VILLAGE's sole cost and expense, as substantially depicted in **Exhibit "C-1**" attached hereto and made a part hereof (the "**Improvements**"). The Fence Work and Improvements as depicted in **Exhibit "D"** and **Exhibit "D-1"**, along with any future recreational improvements to be constructed by the VILLAGE on the LICENSED AREA are collectively referred to herein as the "**Work**"). The VILLAGE acknowledges and agrees that as part of the VILLAGE's improvements to the playfield as set forth in Exhibit "C-1", the BOARD may, at the Board's sole option, require that the VILLAGE include additional markings in the new turf soccer fields (the "**Soccer Fields**") to allow for multi-purpose use of such field by the Parties.

Construction of the Work shall commence (as evidenced by visible construction work on the LICENSED AREA and not site development work) no later than nine (9) months following the Effective Date (the "**Estimated Commencement Date**"), and the VILLAGE shall diligently and continuously pursue completion of the Work such that the Work shall be completed no later than the date which is twelve (12) months following commencement of the Work (the "**Completion Deadline**"), unless such Completion Deadline is extended by the BOARD; provided, however, that the Fence Work shall be completed within ninety (90) days following the Effective Date of this Agreement, unless otherwise agreed to by the Parties. The VILLAGE and the BOARD hereby approve the construction and phasing schedule attached to this Agreement as **Exhibit "E"** and incorporated herein for completion of the Work (the "**Construction and Phasing Schedule**"), which Construction and Phasing Schedule includes any Exclusion Dates during which

construction shall not be permitted, any critical path performance dates, and recognizes the School's use of the LICENSED AREA (and/or any portions thereof) for school activities during construction of the Work (including, without limitation, physical education activities). Upon commencement of the Work and the request of either party, the BOARD and the VILLAGE will confirm in writing the date of commencement of the Work. The Work shall be deemed completed upon the date of issuance of a Certificate of Occupancy, Certificate of Completion, or equivalent ("**CO**") by the BOARD'S Building department for the Work, which document shall be attached hereto and made a part hereof as **Exhibit "C"** (such date is referred to herein as, the "**Commencement Date**").

The VILLAGE acknowledges and agrees that as a precondition to commencing any portion of the Work, the VILLAGE shall be responsible for payment to the BOARD of the cost to be borne by the BOARD for jurisdictional plan review, permitting, and inspections related to the Work. The VILLAGE shall submit payment to the BOARD for the cost of such plan review, permitting and inspection services prior to commencement by the BOARD's consultant of such services. In addition, the VILLAGE further acknowledges and agrees that as a condition precedent to commencing any portion of the Work within the LICENSED AREA, the VILLAGE shall prepay to the BOARD _____ Percent (___%) of the estimated cost of the Work for project management related tasks, including serving as the liaison between the BOARD and VILLAGE for any design and construction activities within the LICENSED AREA. In that capacity, the BOARD shall assist the VILLAGE in preconstruction services, jurisdictional plan review, and other services required to facilitate the Work.

All Work shall be completed by the VILLAGE, at the VILLAGE'S sole cost and expense. Any substantive change to the Work shall be approved by the BOARD. The VILLAGE acknowledges and agrees that the VILLAGE'S occupancy and use of the LICENSED AREA for purposes of constructing the Work shall not commence until the CO is issued for the Fence Work. The VILLAGE further acknowledges and agrees that the VILLAGE shall not commence use of any of the Improvements to be constructed within the LICENSED AREA until the CO is issued for the Improvements. The VILLAGE agrees that prior to the commencement of construction of any portion of the Work by the VILLAGE or its contractors, including the Fence Work, at the LICENSED AREA, the VILLAGE shall submit the site plan and plans and specifications, as required by the BOARD, for review and approval in writing by the BOARD, or its designee, which

the BOARD may approve or disapprove at its sole authority and discretion. All plans must be signed and sealed by a duly licensed design professional and be of sufficient detail to secure any and all permits necessary to commence the Work. In no event shall the site plan and/or the plans and specifications for the Work be deemed approved by the BOARD due to the BOARD's failure to respond to any requests for approval. Any and all warranties between the VILLAGE and its architect/engineer of record shall flow to the BOARD in the event of errors and omissions. The plans shall be prepared in accordance with all applicable laws, rules, regulations, statutes and codes, including without limitation, the District design criteria, specifications and safety codes, the State Requirements for Educational Facilities and the Florida Building Code, in effect at the time the plans are submitted to the BOARD. All Work shall be performed in a good and workmanlike manner by contractors who are licensed, insured and fully bonded, and the VILLAGE shall provide evidence of same to the BOARD prior to commencement of any portion of the Work. The VILLAGE'S contractors must be pre-qualified by the BOARD, in accordance with District and BOARD Policies before commencing the Work or any construction activities on the LICENSED AREA or any other portion of the School. All Work shall be at the sole cost and expense of the VILLAGE and in compliance with all applicable laws, rules, and regulations, including, without limitation, the Florida Building Code, the Americans with Disabilities Act, the Jessica Lunsford Act, the State Requirements for Educational Facilities, and District design criteria and standards, as the same may be amended from time to time.

The BOARD'S Building Department shall be the entity responsible for reviewing and approving all construction documents, issuing permits for construction and providing final acceptance of the Work. The Work shall commence only after issuance of proper permits, in conformance with the requirements of the BOARD'S Building department or other appropriate jurisdictional governmental entity, and shall at all times be in compliance with all applicable laws, rules and regulations, including, without limitation, the Florida Building Code, the Americans with Disabilities Act, the Jessica Lunsford Act, the State Requirements for Educational Facilities, and the District criteria and standards, as the same may be amended from time to time. All permits shall be properly closed by the VILLAGE upon completion of the Work, and evidence of same, satisfactory to the BOARD, shall be provided without demand. All Work shall be limited to those areas designated in the plans, and the VILLAGE shall have no authority to access any other portions of the School not part of the LICENSED AREA, except as otherwise provided for in this

Agreement or as authorized in writing by the BOARD, or its designee, in its sole discretion and on an as-needed basis.

The Work shall conform at all times to the safety criteria established with and approved by the BOARD, or its designee, and shall neither unreasonably disrupt or interfere with the BOARD'S operations at the School. The VILLAGE and its contractors shall take all necessary safety precautions during the Work, secure all construction areas by appropriate construction fencing or barricades, and coordinate on an ongoing basis with the School Administrator and assigned District Project Manager to assure the safety of the BOARD'S students, staff, visitors, invitees and the public at all times. In addition, the VILLAGE and its contractors shall work closely with the School Administrator and assigned District Project Manager to assure the Work does not interfere with or disrupt any of the School's or District's educational activities or operations, including, without limitation, School testing. The VILLAGE shall make every reasonable effort to ensure that construction related activities to be performed within the LICENSED AREA are conducted during non-School hours, and the VILLAGE'S activities shall neither unreasonably disrupt nor interfere with the School's daily operations. Subject to compliance with the provisions of the Jessica Lunsford Act, in the event that such activities must be conducted during School hours, or in the event the VILLAGE requires access to the LICENSED AREA for any other reason, the VILLAGE shall first secure the approval of the School Administrator. In addition, the VILLAGE agrees to minimize noise, dust and/or odor during construction within the LICENSED AREA to the extent possible and shall work collaboratively with the School Administrator in this regard.

If the BOARD, or its designee, requests that the VILLAGE cease any work within the LICENSED AREA due to unreasonable interference to the School or otherwise or violation of any applicable rules and regulations or the BOARD'S criteria, then the VILLAGE shall immediately discontinue its activities at the LICENSED AREA, and shall proceed only after the BOARD, or its designee, has reviewed the scheduling, safety and/or manner of work in question and has authorized the VILLAGE to continue. In addition, the BOARD, or designee may, at its sole option, require the VILLAGE to cease construction activities during periods of School testing, in which event the VILLAGE shall immediately discontinue its activities at the LICENSED AREA, and shall proceed only after the BOARD, or its designee, has authorized the VILLAGE to continue.

The VILLAGE shall cause each and every of its contractors and subcontractors performing any work within the LICENSED AREA to indemnify, defend and hold harmless the BOARD, its

employees and representatives from any and all liability, damages and claims. In addition, as a pre-condition to commencing the Work, the VILLAGE shall require the VILLAGE'S contractor(s) to provide the BOARD with insurance certificates evidencing insurance coverage and limits meeting, at a minimum, the following requirements: (1) Commercial General Liability Insurance in an amount not less than $1 Million combined single limit per occurrence for bodily injury and property damage and not less than $2 Million covering such claims in the aggregate, (2) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of the VILLAGE'S contractors and subcontractors, in an amount not less than $1 million combined single limit per occurrence for bodily injury and property damage, (3) Workers' Compensation Insurance for all employees of the VILLAGE'S contractors and subcontractors, as required by Florida Statutes, and (4) Builder's Risk property insurance upon the entire Work to the full replacement cost value thereof. "The School Board of Miami-Dade County, Florida and its members, officers and employees" shall be an additional insured on all liability coverages except Workers' Compensation Insurance. The VILLAGE'S contractors and subcontractors shall maintain such insurance at all times while conducting construction related activities throughout the term of this Agreement.

The VILLAGE covenants and agrees that it shall indemnify, hold harmless and defend the BOARD from and against any and all claims, liens, suits, actions or causes of action arising out of or in connection with any construction costs and expenses for improvements made by the VILLAGE within the LICENSED AREA or elsewhere on the School campus. In addition, the VILLAGE shall cause each and every of its contractors and subcontractors performing work at the LICENSED AREA (hereinafter collectively referred to as "**VILLAGE'S Contractors**", and individually as the "**VILLAGE'S Contractor**") to further covenant and agree, at the VILLAGE'S Contractors' own expense, and upon written request by the BOARD, to defend any suit, action or demand brought against the BOARD on any claim or demand arising out of, resulting from, or incidental to the VILLAGE'S Contractors performance under any contract by and between the VILLAGE and/or its assigns and any and all contractors and subcontractors. This provision shall survive the expiration, cancellation or early termination of this Agreement. Furthermore, the VILLAGE and/or its assigns shall cause the indemnification provision and the duty to defend provision in its Contract with VILLAGE'S Contractors to survive the cancellation, early

termination or expiration of any and all contracts by and between the VILLAGE and/or its assigns and any VILLAGE'S Contractors.

If, as a result of the VILLAGE'S actions in the performance of the Work, or failure to act, portions of the LICENSED AREA or School are damaged, in the sole opinion of the BOARD, then the VILLAGE shall repair and/or restore the damaged area, at its sole cost and expense, to the same or better condition as existed prior to such action. The VILLAGE shall complete the necessary repairs within thirty (30) days of receipt of written notice from the BOARD. In the event that the VILLAGE is unable to complete the repair work within said thirty (30) day period, the VILLAGE shall provide the BOARD with written notification stating the reasons, together with a mutually agreed to schedule for the completion of the repairs. If the VILLAGE fails to complete the repair work within the prescribed time frame, then the BOARD, at its sole option, shall have the right, but not the obligation, to make the necessary repairs, at the VILLAGE'S sole cost and expense. The VILLAGE covenants and agrees that it shall reimburse the BOARD for this work within thirty (30) days of receipt from the BOARD of an invoice for same, accompanied by such documentation as may be reasonably required by the VILLAGE to substantiate the nature and completeness of the work. In the alternative, the BOARD may instead place the VILLAGE in default under this Agreement.

Notwithstanding the foregoing, in the event of damage to the LICENSED AREA or School site caused by the VILLAGE or its agents, contractors or invitees, resulting in a significant impact to operations or the safety and well-being of the BOARD'S students, staff and visitors, and requiring immediate repair, as determined by the BOARD at the BOARD'S sole discretion, the BOARD may, at the BOARD'S sole discretion, complete the necessary repairs, at the VILLAGE'S sole cost and expense.

If required by the BOARD, at the BOARD'S sole determination, prior to the start of any construction activities at the School, and irrespective of the VILLAGE'S estimate of the cost of construction of the Work, the VILLAGE shall provide to the BOARD a payment and performance bond ("**Bond**") with a surety insurer authorized to do business in the State of Florida as surety, based on the cost of the Work as determined solely by the BOARD. The Bond may be in the form described in Florida Statutes §255.05 or otherwise, so long as all protections and relevant provisions set forth in §255.05 are provided to all persons defined in Florida Statutes §713.01 who furnish labor, services, or materials for the prosecution of the Work provided for in the Agreement.

The VILLAGE shall not permit any liens to be filed or attached to the LICENSED AREA or School for any reason whatsoever, including, but not limited to, as a result of the Work performed by the VILLAGE pursuant to this Agreement. In the event that any such lien is recorded in the official records of Miami-Dade County, Florida, the VILLAGE shall, within twenty (20) calendar days of the date of such filing, cause such lien to be removed of record or properly transferred to a bond under Chapter 713, Florida Statutes. In the event a notice of violation is issued by any jurisdictional agency relating to the Work, said notice of violation shall be the sole responsibility of the VILLAGE, and the VILLAGE shall cure said violation(s) within thirty (30) days of receipt thereof, at the VILLAGE'S sole cost and expense. Should the VILLAGE fail to comply with this requirement, then the BOARD may, by its own effort, cause such lien or other violations to be removed of record and cured. The VILLAGE shall be liable to the BOARD for all costs of such removal including, without limitation, any and all reasonable attorneys' fees, court costs and any other cost or expense incurred or expended by the BOARD.

It is expressly understood by the Parties that the VILLAGE shall not commence any of the Work or construction activities within the LICENSED AREA or at or about the School site until the BOARD, or its designee, has received all items stipulated in this Agreement and has notified the VILLAGE, in writing, as to the approved date for the start of Fence Work and/or the Improvements At the completion of any portion of the Work, the VILLAGE shall secure an inspection of the Work from the BOARD'S designee, verifying that the Work on the LICENSED AREA has been satisfactorily and properly completed, and shall not release its contractor from its contractual obligations or make final payment to the contractor until the BOARD'S designee attests to the satisfactory completion of the Work. In addition, the VILLAGE agrees that the VILLAGE or the VILLAGE'S Contractors shall restore the LICENSED AREA to a condition that is safe and usable, including without limitation, the removal and/or disposal of equipment, materials, personal property, debris and/or trash, all at the sole cost and expense of the VILLAGE. The VILLAGE shall provide to the BOARD all as-built drawings, Warranties, test data, and any other documents related to the Work, and will provide proof of closure of any and all permits related to the Work, without demand and at no cost to the BOARD.

Failure of the VILLAGE to either (i) complete the Fence Work within ninety (90) days of the Effective Date, (ii) commence the Work by the Estimated Commencement Date, or (iii) complete the Work by the Completion Date, shall constitute a breach under this Agreement, and

in addition to the rights and remedies of the BOARD set forth in Article XVII of this Agreement, at the BOARD's option, may result in the automatic termination of this Agreement for cause, irrespective of Article XVII of this Agreement. In addition, the Parties acknowledge and agree that the Improvements will be completed by the VILLAGE in phases, substantially in conformance with the timeframes set forth in the Construction and Phasing Schedule**.** Failure of the VILLAGE to complete the Improvements within the timeframes set forth in the Construction and Phasing Schedule, or some other period of time as mutually agreed to by the Parties, shall constitute a breach under this Agreement, and in addition to the rights and remedies of the BOARD set forth in Article XVII of this Agreement, at the BOARD'S option, may result in the automatic termination of this Agreement for cause, irrespective of Article XVII of this Agreement. In such event, the VILLAGE covenants and agrees to restore the LICENSED AREA, at the VILLAGE'S sole cost and expense, to the same or better condition existing prior to the Effective Date of this Agreement.

In addition to the Work to be constructed by the VILLAGE as described in **Exhibit "D"** and **Exhibit "D-1"**, in the event the VILLAGE wishes to make any other improvements within the LICENSED AREA or elsewhere on the School site during the term of this Agreement ("**Additional Improvements**"), the VILLAGE shall provide the BOARD with a written request, in accordance with Article XXVIII hereof, detailing the proposed improvements to be made, which the BOARD or its designee may approve or disapprove at its sole authority. Any such Additional Improvements shall be at the sole cost and expense of the VILLAGE, and all terms of this Agreement, as it may be amended, relating to the construction and operation of the Work, shall govern the construction and operation of said Additional Improvements. Notwithstanding the foregoing, the VILLAGE acknowledges and agrees that any Additional Improvements to any other portions of the LICENSED AREA may not take place without an amendment to this Agreement in full compliance with Section 1013.15(1), F.S., specifically modifying the description and use of the LICENSED AREA.

All improvements or facilities installed, operated and maintained by the VILLAGE within the LICENSED AREA pursuant to this Agreement shall become the property of the BOARD, without compensation due to the VILLAGE, at such time as the BOARD accepts installation of same as being final and in compliance with all appropriate regulations.

The VILLAGE acknowledges and agrees that the BOARD, at its sole option, may construct recreational or educational facilities on the School site, and maintain equipment related to the construction of any such facilities thereon, at such time as the BOARD determines such a need. The BOARD shall notify the VILLAGE of its intent to construct such facilities.

VIII.

MAINTENANCE AND CUSTODIAL SERVICES

The VILLAGE shall be responsible, at its sole cost and expense, for providing all maintenance, repair, replacement and upkeep of the LICENSED AREA, including, without limitation, the Soccer Fields, at the VILLAGE's sole cost and expense, including any improvements now located or to be constructed thereon, as is necessary to keep the same in a good, safe and code-compliant condition at all times, with the exception of the mowing the lawn in the LICENSED AREA which shall remain the responsibility of the BOARD.

Notwithstanding the above or any other provisions of this Agreement, the VILLAGE shall be solely legally responsible and fully liable for compliance with all maintenance requirements and mitigating measures, under any Emergency Order or BOARD Policy relating thereto, during the Village's Period of Use, at the VILLAGE's sole cost and expense. Enforcement of these procedures is a condition precedent to the VILLAGE's continued use and occupancy of the LICENSED AREA under any Emergency Order or BOARD Policy related thereto. Non-compliance with the foregoing procedures and requirements shall be deemed a material breach of this Agreement.

During the VILLAGE's Period of Use, the VILLAGE shall be responsible for providing all custodial or janitorial services in the LICENSED AREA, including, without limitation, pick-up and removal of trash and litter within the LICENSED AREA generated during the VILLAGE's Period of Use. During the BOARD's Period of Use, the BOARD shall be responsible for providing all custodial or janitorial services to in the LICENSED AREA, including, pick-up and removal of trash and litter within the LICENSED AREA generated during the BOARD'S Period of Use. All such maintenance and custodial/janitorial services, whether provided by, through or under the VILLAGE or the BOARD shall be in accordance with the BOARD's standards, operating procedures and frequency of service.

IX.

INSURANCE

The VILLAGE shall, on or before the Effective Date of this Agreement, and all times during the Term of this Agreement, provide the BOARD with confirmation of the VILLAGE'S self-insurance program in a form and substance acceptable to the BOARD or its designee, or, in the alternative, proof of insurance evidencing insurance coverage and limits meeting, at a minimum, the following requirements: (1) Commercial General Liability Insurance in an amount not less than $1 Million combined single limit per occurrence for bodily injury and property damage and not less than $2 Million covering such claims in the aggregate, provided, however, that following the completion of the Work, such Commercial General Liability Insurance shall be in an amount not less than $2 Million combined single limit per occurrence for bodily injury and property damage and not less than $5 Million covering such claims in the aggregate, (2) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of the VILLAGE, in an amount not less than $1 million combined single limit per occurrence for bodily injury and property damage, (3) Workers' Compensation Insurance for all employees of the VILLAGE as required by Florida Statutes and (4) during construction of the Work, Builder's Risk property insurance upon the entire Work to the full replacement cost value thereof. In addition to the foregoing, following completion of the Work, the VILLAGE shall maintain the following insurance and provide proof thereof to the BOARD: "all-risk" or "special form" property insurance covering all of the Improvements in the LICENSED AREA and the VILLAGE's personal property in, on or at the LICENSED AREA, including, without limitation, any trade fixtures and equipment, at the full replacement cost of the foregoing. Such policy must be written in amounts of coverage that meet any coinsurance requirements, must include vandalism and malicious mischief coverage. "The School Board of Miami-Dade County, Florida and its members, officers and employees" shall be named as an additional insured on all liability coverages held by the VILLAGE, AFA and any other party as required herein except Workers' Compensation Insurance. All insurance policies are to be written by insurance companies qualified to do business in the State of Florida. Proof of coverage shall be provided to the BOARD on an original certificate of insurance endorsed to reflect a minimum thirty (30) day advanced notice of cancellation. The certificate of insurance shall be delivered to the BOARD on or before the Effective Date of this Agreement, and shall remain in full force and effect during the

term of this Agreement, and the VILLAGE shall furnish to the BOARD, without demand, evidence of renewals of such insurance policy no less than thirty (30) days prior to the expiration of the then current policy. The VILLAGE shall also cause AFA to carry the insurance policies required to be maintained by this Article IX and provide proof of such insurance to the BOARD. Additionally, during construction of the Work, any contractor and subcontractor performing the Work shall carry, at such contractor or subcontractor's sole cost and expense, the insurance policies required to be maintained by this Article VII. The VILLAGE shall cooperate with the BOARD in connection with the processing of claims and the collection of any insurance proceeds that may be payable in the event of loss or claim under any of the policies of insurance maintained by the VILLAGE, and execute and deliver to the insurers such proofs of loss and other documents as may be required for the recovery of the proceeds of any such insurance.

X.

UTILITIES AND OTHER SERVICES

In the event the VILLAGE utilizes, constructs or causes to construct any improvements requiring utility service, including any existing improvements now located within the LICENSED AREA, as determined by the BOARD, the VILLAGE shall be responsible for installation and payment of any and all such utilities including, but not necessarily limited to electricity, field lighting, parking lot lighting, potable and irrigation water, sewer, storm water, trash and garbage. The VILLAGE shall install separate services and/or meters in its name and shall pay for such services at its sole cost and expense.

In addition, the VILLAGE shall secure all necessary jurisdictional approvals, and assume any and all liability related to the maintenance, repair and replacement of water/sewer facilities, known or unknown, located on the LICENSED AREA, including two (2) existing utility easements, or any other utility easements now located or to be located on the LICENSED AREA or School Site, generated or impacted as a result of the Work. The BOARD shall have no liability for the ongoing operation and use of the improvements to be constructed by the VILLAGE under this Agreement, or ongoing operations of the School, or replacement thereof necessitated by such activities, and for the impact on the VILLAGE's use of the LICENSED AREA during any interruption of said use. In the event maintenance, repair or replacement of such water/sewer or other facilities impacts any portion of the improvements to be constructed by the VILLAGE under this Agreement, the VILLAGE shall be responsible, at the VILLAGE's sole cost and expense, for

repair or replacement of said improvements in full compliance with rules, regulations, terms and conditions which may be imposed by the applicable jurisdictional entity and the BOARD.

The VILLAGE shall notify the BOARD in a timely manner of any utility agreements requiring the approval and/or joinder of the BOARD as property owner. The BOARD will cooperate as necessary, subject to review and approval of any such agreements or documents by the BOARD or its designee, in its sole authority and discretion. It is understood and agreed that the BOARD shall not execute any agreements, other than joinders which shall be deemed strictly as evidence of consent of property owner and without any responsibility or liability whatsoever thereunder. The foregoing includes, but it is not limited to WASD Agreements and any off-site improvements which may be required by any jurisdictional agency.

XI.

INDEMNIFICATION AND HOLD HARMLESS

The VILLAGE does hereby agree to indemnify and hold harmless the BOARD, to the extent of the limitations included within Florida Statutes, Section 768.28, subject to the provisions in this act whereby the VILLAGE shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of $200,000, or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the VILLAGE arising out of the same incident or occurrence, exceeds the sum of $300,000 from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise as a result of the negligence of the VILLAGE and the acts or omissions of AFA. However, nothing herein shall be deemed to indemnify the BOARD from any liability or claim arising out of the negligent performance or failure of performance of the BOARD or as a result of the negligence of any unrelated third party.

The BOARD does hereby agree to indemnify and hold harmless the VILLAGE, to the extent of the limitations included within Florida Statutes, Section 768.28, subject to the provisions in this act whereby the BOARD shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of $200,000, or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the BOARD arising out of the same incident or occurrence, exceeds the sum of $300,000 from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise as a result of the negligence of the BOARD. However, nothing herein shall be deemed

to indemnify the VILLAGE from any liability or claim arising out of the negligent performance or failure of performance of the VILLAGE and the acts or omissions of AFA, or as a result of the negligence of any unrelated third party.

The VILLAGE agrees, at its own expense, and upon written request by the BOARD, to defend any suit, action or demand brought against the BOARD on any claim or demand arising out of, resulting from or incidental to performance under this Agreement, and to cause AFA and each and every of the VILLAGE's Contractors to defend any suit, action or demand brought against the BOARD on any claim or demand arising out of, resulting from or incidental to any construction costs and expenses for improvements made by the VILLAGE, AFA, and/or the VILLAGE's Contractors.

The VILLAGE agrees, at its own expense, and upon written request by the BOARD, to defend any suit, action or demand brought against the BOARD on any claim or demand arising out of, resulting from or incidental to the AFA Agreements, the VILLAGE's dealings with AFA and AFA's use of the LICENSED AREA. The provisions of this Article shall survive the expiration or early termination or cancellation of this Agreement.

XII.

NO LIABILITY FOR PERSONAL PROPERTY

The Parties agree to insure or self-insure their interests in personal property to the extent each Party deems necessary or appropriate and hereby waive all rights to recovery for loss or damage of such property by any cause whatsoever.

XIII.

LIABILITY FOR DAMAGE OR INJURY

The BOARD shall not be liable for any damage or injury which may be sustained by the VILLAGE, AFA or any persons on or about the LICENSED AREA, other than damage or injury resulting from the negligent performance or failure of performance on the part of the BOARD, its agents, representatives or employees, and in such event the BOARD'S liability shall be subject to the limitations of Section 768.28, Florida Statutes. The BOARD shall not be responsible or liable for any loss of business, consequential damages or any other damages arising from acts of God.

The VILLAGE shall not be liable for any damage or injury which may be sustained by the BOARD or any persons on or about the LICENSED AREA, other than damage or injury resulting from the negligent performance or failure of performance on the part of the VILLAGE or the

actions or omissions of AFA, and their respective agents, representatives or employees, and in such event the VILLAGE'S liability shall be subject to the limitations of Section 768.28, Florida Statutes. The VILLAGE shall not be responsible or liable for any loss of business, consequential damages or any other damages arising from acts of God.

The provisions of this Article shall survive the expiration, or early termination or cancellation of this Agreement.

XIV.

ASSIGNMENT AND SUBLETTING

Except as otherwise preapproved in this Agreement, the VILLAGE shall not, at any time during the term of this Agreement, sublet in part or whole the LICENSED AREA, or assign, transfer, mortgage, pledge, hypothecate or otherwise dispose of its interest in this Agreement or any portion or part thereof, or, except for AFA under the AFA Agreements, allow any other individual or entity to operate or manage the LICENSED AREA, or permit the LICENSED AREA to be occupied by other persons, firms, corporations, or governmental units, without the BOARD'S prior written consent, which may be withheld at the BOARD'S sole discretion. Any unauthorized assignment, sublet or otherwise, shall constitute a material breach under this Agreement, and may result in the automatic termination of this Agreement for cause, irrespective of Article XVI of this Agreement.

XV.

TERMINATION OF AFA AGREEMENTS

In the event the AFA Agreements are terminated, the VILLAGE shall provide written notice to the BOARD, as set forth in Article XXVIII, within five (5) days of such termination. In such event, the BOARD shall have the right to immediately terminate this Agreement upon written notice to the VILLAGE; the VILLAGE shall remain liable for the construction and completion of the WORK and the VILLAGE's maintenance obligations as set forth in this Agreement, at the VILLAGE's sole cost and expense. The VILLAGE shall have the right to contract with a replacement entity to construct the Work and operate or manage the LICENSED AREA in accordance with this Agreement. Such replacement entity and any agreements for the development and/or management of the LICENSED AREA between the VILLAGE and such replacement entity shall be subject to the BOARD's written approval, in its sole and absolute discretion, and the provisions of this Agreement applicable to AFA shall apply to such replacement entity.

XVI.

CANCELLATION

In addition to the provisions of Article XVII and Article XX, at any time following the date which is seven (7) years following the Effective Date, the BOARD shall have the right to cancel the Agreement, in whole or in part, with six (6) months advance written notice to the VILLAGE, if the BOARD determines that the LICENSED AREA, in whole or in part, is needed for educational or other purposes, as determined by the BOARD in its sole discretion. In the event the BOARD cancels this Agreement as a result of the BOARD determining that the LICENSED AREA is needed for educational or other District purposes pursuant to this Article XVI after the seventh (7th) anniversary of the Effective Date, the Parties agree to utilize best efforts to enter into a new Joint Use Agreement, which will permit use of an amended Licensed AREA for the remainder of the term provided for in Article III, if possible. At minimum, the Village shall have access to the walking path for at least 15 years.

The Parties acknowledge and agree that any material breach of this Agreement may result in the immediate cancellation of this Agreement, irrespective of Article XVII of this Agreement.

XVII.

DEFAULT

The BOARD shall notify the VILLAGE in writing regarding the VILLAGE'S failure to perform or to comply with the terms and condition of this Agreement. If the VILLAGE breaches its obligations to pay the Minimum Fee, the Revenue Sharing Payment and any other sum due to the BOARD under this Agreement and the breach continues for fifteen (15) business days after receiving written notice from the BOARD specifying such breach, then, in addition to any other right or remedy given hereunder, at law or in equity for such breach (all of which shall be cumulative), the BOARD shall have the immediate right to terminate this Agreement, without penalty, by written notice to the VILLAGE. If the VILLAGE is in breach of any non-monetary obligation of the VILLAGE under this Agreement and the VILLAGE fails to cure the default within thirty (30) days after receiving written notice or does not provide the BOARD with a written response indicating the status of the VILLAGE'S curing of the default and providing a mutually agreeable schedule to cure all defaults, said approval not to be unreasonably withheld, within thirty (30) days after receiving written notice, then, the BOARD shall have the following rights and

remedies, all of which shall be cumulative and in addition to any other right or remedy given hereunder or available at law or in equity: (i) terminate this Agreement, without penalty, upon ten (10) days additional written notice to the VILLAGE, (ii) seek the equitable remedy of specific performance; provided, however, that if the equitable remedy of specific performance is impracticable or otherwise unavailable, then the BOARD shall have the right to pursue an action to recover the BOARD's damages against the VILLAGE, or (iii) perform the obligations of the VILLAGE, including, without limitation, completing the Work, whereupon the VILLAGE shall be obligated to reimburse the BOARD for the costs so incurred by the BOARD. In the event the BOARD elects to complete the Work as provided in (iii) above and the AFA Agreements are in effect, the BOARD may elect, but is not required, in its sole and absolute discretion, to allow AFA to continue to complete the Work. The Village and AFA shall require, in their construction contracts with contractor(s), a provision for liquidated damages since it is not possible to ascertain damages at this time. Any liquidated damages imposed in regard to Board owned property shall be paid to the School Board, liquidated damages imposed in regard to Village property shall be paid to the Village.

The VILLAGE shall notify the BOARD in writing regarding the BOARD'S failure to perform or to comply with the terms and conditions of this Agreement. If the BOARD fails to cure the default within thirty (30) days after receiving written notice or does not provide the VILLAGE with a written response indicating the status of the BOARD'S curing of the default and providing a mutually agreeable schedule to cure all defaults, said approval not to be unreasonably withheld, within thirty (30) days after receiving written notice, the VILLAGE shall have the right to immediately terminate this Agreement, without penalty, upon ten (10) days additional written notice to the BOARD.

In the event of termination due to default by either Party, which default is not cured, the VILLAGE shall surrender and vacate the LICENSED AREA in compliance with Article XXI of this Agreement.

XVIII.

PEACEFUL POSSESSION

Subject to the terms, conditions and covenants of this Agreement, the Parties agree that each Party shall and may peaceably have, hold and enjoy the LICENSED AREA, without hindrance or interference by the other Party.

XIX.

RIGHT OF ENTRY

Other than in the event of an emergency and subject to the provisions of Article XXXI, after first providing reasonable notice to the VILLAGE, the BOARD, or any of its agents, representatives or employees, shall have the right to enter the LICENSED AREA during the VILLAGE's Period of Use to examine same or to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort or preservation of the LICENSED AREA, provided such activities do not unreasonably interfere with the VILLAGE'S use of the LICENSED AREA.

XX.

TAXES AND REGULATORY COMPLIANCE

The VILLAGE shall be responsible for the collection and payment of any taxes, fees, operating permits, licenses, or other assessments, if any, including but not limited to sales tax and ad valorem tax, all licenses, permits or other taxes, which may be imposed on the LICENSED AREA or the School, as a result of the license, use, and occupancy of the LICENSED AREA by the VILLAGE or any other party by, through or under the VILLAGE.

If at any time during the term of this Agreement, there is a requirement by any jurisdictional entity for infrastructure improvements or other regulatory compliance due to the VILLAGE'S license, use or occupancy of the LICENSED AREA, the VILLAGE acknowledges and agrees that it shall be responsible for compliance with all applicable requirements, including any upgrades, modifications or changes, at the VILLAGE'S sole cost and expense.

Non-compliance with the provisions of this Article XX shall be deemed a material breach of this Agreement.

XXI.

SURRENDER OF PREMISES

Except as otherwise provided in this Agreement, the VILLAGE agrees, at the expiration, termination or cancellation of this Agreement or any extension thereof, to promptly and peacefully surrender and deliver possession of the LICENSED AREA to the BOARD in good order and repair and in as good or better condition as existed on the Commencement Date of this Agreement, ordinary wear and tear, or damage by fire, windstorm or other Acts of God, excepted. The VILLAGE shall promptly remove all of the VILLAGE'S personal property and other items

belonging to the VILLAGE from the LICENSED AREA, including any signage installed by the VILLAGE (and, in each case, any third-parties using the LICENSED AREA by, through or under the VILLAGE). In addition, upon the expiration, cancellation or termination of this Agreement, the VILLAGE agrees, at the BOARD'S sole option, to remove any improvements or other facilities constructed by the VILLAGE on the LICENSED AREA, and to restore such area to the same or better condition as existed before the Commencement Date of this Agreement.

The VILLAGE shall promptly return all keys and other items belonging to the BOARD and shall coordinate with the BOARD to ensure a proper and timely surrender of the LICENSED AREA. Any of the VILLAGE'S personal property not removed within ten (10) days after expiration, termination or cancellation of this Agreement shall be considered abandoned.

XXII.

AMENDMENTS

In addition to the requirements set forth elsewhere in this Agreement, the BOARD and VILLAGE, by mutual agreement, shall have the right, but not the obligation, to amend this Agreement, which shall be accomplished through the execution by the Parties of an amendment to this Agreement. Such amendments shall be effective only when signed by the BOARD and VILLAGE and shall be incorporated as part of this Agreement in compliance with all applicable laws, including, without limitation, Section 1013.15(1), F.S.

XXIII.

NON-DISCRIMINATION

The Parties agree that there will be no discrimination against any person based upon race, color, sex, religious creed, ancestry, ethnic or national origin, citizenship status, mental or physical handicap, genetic information, age, political beliefs, sexual orientation, gender, gender identification, marital status, social and family background, linguistic preference, pregnancy or as otherwise provided by law, in the use of the LICENSED AREA. It is expressly understood that upon a determination by a court of competent jurisdiction that discrimination in the use of the LICENSED AREA by a Party hereto has occurred, such event shall be treated as a Default hereunder.

XXIV.

LEGAL FEES AND COURT COSTS

In the event of any litigation between the Parties under this Agreement, each Party shall be responsible for its own attorney's fees and court costs through trials and appellate levels. The provisions of this paragraph shall survive the expiration or early termination or cancellation of this Agreement.

XXV.

CONSTRUCTION OF AGREEMENT

This Agreement shall be construed and enforced according to the laws of the State of Florida and the venue for any disputes shall be Miami-Dade County, Florida.

XXVI.

SEVERABILITY

In the event any paragraph, clause or sentence of this Agreement or any future amendment thereto is declared invalid by a court of competent jurisdiction, such paragraph, clause or sentence shall be stricken from the subject Agreement and the balance of the Agreement shall not be affected by any deletion, provided to do so would not render interpretation of the Agreement provisions ambiguous or a nullity.

XXVII.

WAIVER

No waiver of any provision shall be deemed to have been made unless such waiver is in writing and signed by the BOARD or the VILLAGE. The failure of any Party to insist upon strict performance of any of the covenants, provisions or conditions of this Agreement shall not be construed as waiving or relinquishing any such covenants, provisions or conditions, but the same shall continue and remain in full force and effect.

XXVIII.

NOTICE AND GENERAL CONDITIONS

A. As set forth elsewhere in this Agreement, any correspondence between the VILLAGE and AFA dealing with notice(s) of default, are to be timely provided to the BOARD. Additionally, all notices or communications under this Agreement by either Party to the other ("**Notice**"), shall be sufficiently given or delivered if dispatched by (1) certified U.S. mail, postage pre-paid, return receipt requested, (2) hand delivery, (3) Federal Express or other comparable

overnight mail service, (4) telephone facsimile transmission with transmission receipt, or (5) electronic mail to the following addresses, or as the same may be changed in writing from time to time:

In the case of notice or communication to BOARD:

The School Board of Miami-Dade County, Florida
c/o Superintendent of Schools
School Board Administration Building
1450 N.E. Second Avenue, Room 912
Miami, Florida 33132
Fax: 305-995-1488

With a copy to:

Miami-Dade County Public Schools
Office of School Facilities
Attention: Chief Facilities Design & Construction Officer
1450 N.E. Second Avenue, Room 923
Miami, Florida 33132
Fax: 305-995-4760
E-mail: RPerez6@dadeschools.net

With a copy to:

The School Board of Miami-Dade County, Florida
The Office if the General Counsel
1450 NE Second Avenue, Room 400
Miami, FL 33132
Attn: General Counsel Walter Harvey
Fax: 305-995-1412
E-mail: Walter.Harvey@dadeschools.net and
jiafelice@dadeschools.net

In the case of notice or communication to the VILLAGE:

_____
_____
_____
Attn:_____
Fax:_____
E-mail:_____

With a copy to:

_____
_____
_____
Attn:_____
Fax:_____
E-mail:_____

B. Title and paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the Parties to this Agreement.

C. For purposes of the Agreement, the Superintendent of Schools or his/her designee shall be the party designated by the BOARD to grant or deny any consent and/or approval of any documents and/or agreements that require the BOARD's consent and approval pursuant to this Agreement and all approvals or waivers required by the Agreement dealing with construction of improvements, changing periods or schedules of use, authorizing use of the LICENSED AREA by a not-for-profit entity, or any other routine operational issues.

D. In addition to the above, for purposes of the Agreement, the Superintendent of Schools shall be the party designated by the BOARD to execute amendments to this Agreement, and to grant or deny any approvals required by the Agreement, including placing the VILLAGE in default, and canceling or terminating the Agreement, as and to the extent authorized to do so pursuant to the resolutions and recommendations of the members of the BOARD authorizing this Agreement or any amendment hereto.

E. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 PM (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. "**Day**" or "**day**" as used in this Agreement shall be defined as calendar day, unless otherwise provided. References to "**Holidays**" and "**holidays**" in this Agreement shall refer to the holidays and/or breaks as set forth in the School Calendar. Counsel for the BOARD and Counsel for the VILLAGE may deliver Notice on behalf of the BOARD and the VILLAGE, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties of any change in name or address to which Notices shall be sent by providing the same pursuant to this provision.

XXIX.

DAMAGE AND DESTRUCTION

Other than damage or destruction caused by the VILLAGE or BOARD, in the event the LICENSED AREA, in whole or in part, should be destroyed or so damaged by fire, windstorm or other casualty to the extent the LICENSED AREA is rendered untenantable or unfit for the purposes intended, the VILLAGE shall be obligated to repair or replace the damaged/destroyed facilities to the same condition or better than as previously existed prior to the casualty, at the VILLAGE's sole cost and expense. The VILLAGE shall cause the damaged/destroyed facilities to be repaired or replaced, and placed in a safe, secure and useable condition within one hundred eighty (180) days from the date of said damage or destruction, or other reasonable period of time as mutually agreed to by the Parties, which shall be determined based upon the scope and nature of the damages, costs of the necessary repairs and available funding for such repairs. Should the damaged/destroyed facilities not be repaired and rendered tenantable within the aforementioned time period, then the BOARD may, at its sole option, place the VILLAGE in default. Notwithstanding this requirement, the BOARD, at its sole option, may elect to cancel the Agreement, or allow the VILLAGE to cancel the Agreement, provided the VILLAGE places the improvements in a safe and secure condition prior to the effective date of cancelation.

Any damage or destruction sustained to all or portions of the LICENSED AREA that can be substantiated as having been caused as a result of the actions of one Party shall be repaired by such Party at such Party's sole cost and expense. In that event, the responsible Party shall cause the damaged/destroyed facilities to be repaired or replaced, and placed to the same condition or better than as previously existed prior to the damage or destruction within one hundred eighty (180) days from the date of said damage or destruction, or other reasonable period of time as mutually agreed to by the Parties, which shall be determined based upon the scope and nature of the damages, costs of the necessary repairs and available funding for such repairs. Should the damaged/destroyed facilities not be repaired and rendered tenantable within the aforementioned time period, then the other Party may, at its sole option, place the Party responsible for the repairs in default. The VILLAGE shall be responsible under this Article XXIX for any damage caused by, through or under AFA. Additionally, the VILLAGE shall repair any vandalism to the LICENSED AREA and/or School during the VILLAGE's Period of Use. The VILLAGE shall also be required

to reimburse the BOARD for any required overtime costs for BOARD personnel due to any damage to the LICENSED AREA and/or School during the VILLAGE's Period of Use.

The Parties agree that in the event of cancellation of the Agreement due to damage or destruction, the Parties shall surrender the LICENSED AREA in compliance with Article XX of this Agreement.

XXX.

SIGNAGE

The VILLAGE may erect, at its sole cost and expense, identification signage within the LICENSED AREA, subject to the prior written approval of the BOARD, or its designee, and in conformance with all rules and regulations governing public schools.

Upon the termination, expiration or cancellation of this Agreement, the VILLAGE shall remove from the LICENSED AREA, at the VILLAGE'S expense, any signage erected by, through or under the VILLAGE, and restore the area to the same or better condition as existed prior to the installation of such signage.

XXXI.

HAZARDOUS MATERIALS

For purposes of this Agreement, the term "**Hazardous Substances**" shall include, but not be limited to, flammable substances, explosives, radioactive materials, asbestos, polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, medical wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic by Environmental Law. The term "**Environmental Law**" shall mean any law, ordinance, rule, order, decree, judgment, regulation and guideline (present and future), of any governmental, quasi-public authority and applicable board of insurance underwriters related to environmental conditions on, under, or about the School or LICENSED AREA, or arising from the VILLAGE's and AFA's use or occupancy of the LICENSED AREA, including, but not limited to, soil, air and ground water conditions, or governing the use, generation, storage, transportation, or disposal of Hazardous Substances in, on, at, to or from the LICENSED AREA. The term "**Hazardous Substances Discharge**" shall mean any deposit, spill, discharge, or other release of Hazardous Substance that occurs during the term, at or from the LICENSED AREA, or that arises at any time from use or occupancy of the LICENSED AREA.

The VILLAGE shall not cause or permit to occur: (a) any violation of any Environmental Law in the LICENSED AREA, or (b) the use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substances on, under, or about the LICENSED AREA, or the transportation to or from the LICENSED AREA of any Hazardous Substance.

The VILLAGE shall, at the VILLAGE'S expense, comply with all applicable Environmental Laws with respect to the LICENSED AREA and School, and shall be responsible under this Article XXXI for compliance with Environmental Laws by, through or under AFA. The VILLAGE shall, at the VILLAGE's own expense, make all submissions to, provide all information required by and otherwise fully comply with all requirements of any governmental authority arising under Environmental Laws with respect to the LICENSED AREA during the term of this Agreement. If any governmental authority requires any clean-up or clean-up measures because of any Hazardous Substances Discharge demonstrated to have been caused by, through or under the VILLAGE with respect to the LICENSED AREA or School, then the VILLAGE shall, at the VILLAGE'S own expense, prepare and submit the required plans and all related bonds and other financial assurances and shall carry out all such clean-up plans. The VILLAGE shall promptly notify the BOARD of any notices or communications received from any jurisdictional entity in relation to any environmental issues on the LICENSED AREA or elsewhere on the School site, and shall promptly provide the BOARD with all information reasonably requested by the BOARD regarding the VILLAGE's use, generation, storage, transportation or disposal of Hazardous Substances in or at the LICENSED AREA.

The obligations and liability of the Parties under this paragraph shall survive the expiration or termination of this Agreement.

XXXII.

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

The VILLAGE shall comply with all applicable laws, rules, regulations, ordinances and codes of all governmental authorities, including, without limitation, the Florida Building Code, the Americans with Disabilities Act and the Jessica Lunsford Act, as all may be further amended from time to time and to the extent required by applicable law.

XXXIII.

SUBORDINATION

Notwithstanding any other provisions of this Agreement, this Agreement is and shall be subject and subordinate to any conveyance and ground or underlying leases, and the rights of the School and the rights of the BOARD under those leases and to all financing that may now or hereafter affect the leases or the School, or any portions thereof, and to all renewals, modifications, consolidations, replacements and extensions thereof. This provision shall be self-operative and no further instrument of subordination shall be necessary. However, in confirmation of this subordination, the VILLAGE shall execute, within thirty (30) calendar days of receipt, any certificate that the BOARD may request.

XXXIV.

FLORIDA PUBLIC RECORDS LAW; AUDITS AND INSPECTIONS & ACCESS TO RECORDS

This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. The PARTIES understand the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The PARTIES shall keep and maintain public records required to perform the service. The PARTIES shall keep records to show its compliance with this Agreement. The PARTIES' contractors and subcontractors must make available, upon request of a Party, or a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of the PARTIES or its assigns, contractors or subcontractors which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Upon request from either PARTY, the PARTIES shall provide a copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law. The PARTIES shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following the expiration or early termination or cancellation of this Agreement. The PARTIES, their assigns, contractors and sub-contractors shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). The PARTIES, upon completion of the Agreement, shall

maintain public records required by to perform the service. The PARTIES shall meet all applicable requirements for retaining public records. **IF THE VILLAGE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THEIR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-995-1128, prradadeschools.net, and 1450 NE 2 Avenue, Miami, Florida 33132.**

IF THE SCHOOL BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THEIR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT _____.

XXXV.

USE OF FACILITY AS A REVENUE GENERATOR

Except as otherwise expressly permitted by this Agreement, the BOARD shall at all times retain the exclusive right to be the sole authorizer and recipient of revenue generators, in compliance with BOARD Policies, relating to the LICENSED AREA, including, without limitation, third party advertising or installation of wireless telecommunications facilities, provided such endeavors do not unreasonably interfere with the VILLAGE's rights to peaceful enjoyment of the LICENSED AREA.

XXXVI.

REPRESENTATIONS

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

The BOARD has full power to execute, deliver, and perform its obligations under this Agreement. The execution and delivery of this Agreement, and the performance by the BOARD of its obligations under this Agreement, have been duly authorized by all necessary action of the BOARD, and do not contravene or conflict with any rules, regulations, policies or laws governing

the BOARD, or any other agreement binding on the BOARD. The individual(s) executing this Agreement on behalf of the BOARD has/have full authority to do so.

XXXVII.

BACKGROUND SCREENING REQUIREMENTS AND COMPLIANCE WITH SCHOOL CODE

In accordance with the requirements of Sections, 1012.465, 1012.32, and 1012.467, Florida Statutes, Board Policies 6320 and 8475, as amended from time to time, the VILLAGE agrees that the VILLAGE and AFA and all of their respective employees, agents, contractors, and subcontractors who provide or may provide services under this Agreement, including without limitation, any not-for-profit entity as outlined in Article VI of this Agreement, will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced Statutes and Board Policies prior to entering or providing services relating to the LICENSED AREA.

Additionally, the VILLAGE agrees that each of the VILLAGE's and AFA's employees, representatives, agents, subcontractors or suppliers who are permitted access on the LICENSED AREA when students are present, who have direct contact with students or who have access to or control of School funds must meet level 2 screening requirements as described in the above-referenced Statutes and BOARD Policies.

Pursuant to the 2007 amendments to the Jessica Lunsford Act enacted by the Florida Legislature, requirements for certain fingerprinting and criminal history checks shall be inapplicable to non-instructional contracted personnel who qualify for exemption from level 2 screening requirements as provided under § 1012.468, Fla. Stat. (2007). In addition, the provisions of § 1012.467, Fla. Stat. (2007) are incorporated herein by reference, and any provisions of this Agreement that may be inconsistent with, contrary to, or determined to be in conflict with § 1012.467, will be superseded by said Statute.

A non-instructional contractor who is exempt from the screening requirements set forth in § 1012.465, § 1012.468 or § 1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under § 943.043 and the national sex offender public registry maintained by the United States Department of Justice. The VILLAGE will not be charged for this search. Further, upon obtaining clearance by the BOARD,

if BOARD deems necessary, BOARD will issue a photo identification badge which shall be worn by the individual at all times while on the LICENSED AREA when students are present.

The VILLAGE agrees to bear any and all costs associated with acquiring the required background screening - including any costs associated with fingerprinting and obtaining the required photo identification badge. The VILLAGE agrees to require all its affected employees to sign a statement, as a condition of employment with the VILLAGE in relation to performance under this Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the VILLAGE/Employer of any arrest(s) or conviction(s) of any offense enumerated in BOARD Policies 6320 and 8475 within 48 hours of its occurrence. The VILLAGE agrees to provide the BOARD with a list of all of the VILLAGE's and AFA's employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. The VILLAGE agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. The VILLAGE further agrees to notify the BOARD immediately upon becoming aware that one of its or AFA's employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by the VILLAGE to notify the BOARD of such arrest or conviction within 48 hours of being put on notice and within 5 business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for the BOARD, at its sole option, to place the VILLAGE in default.

The Parties further agree that failure by the VILLAGE to perform any of the duties described in this Article XXXVI shall constitute a material breach of the Agreement entitling the BOARD, at its sole option, to place the VILLAGE in default.

XXXVIII.

MISCELLANEOUS PROVISIONS

A. RECORDATION: This Agreement may not be recorded by either Party.

B. EMINENT DOMAIN: If all or portions of the LICENSED AREA are taken in the exercise of the power of eminent domain, this Agreement shall terminate on the date title vests in the taking authority. The VILLAGE may pursue all available remedies for the taking but will have no interest in the award made to the BOARD.

C. TIME IS OF THE ESSENCE: Time is of the essence in the performance of this Agreement.

D. BROKERS: The VILLAGE and Board both represent that there are no brokers, salesmen or finders involved in the transaction contemplated by this Agreement.

E. PROMOTION: Other than activities undertaken to promote program(s) within the LICENSED AREA, the LICENSED AREA shall not be used for promotion or advertising of any type or nature whatsoever. Additionally, the BOARD retains the right at all times to require promotional initiatives or advertising by either the VILLAGE or AFA to be terminated or significantly modified, if the BOARD, in its sole determination, advises the VILLAGE that such promotional material is not in the BOARD's best interest or violates BOARD Policy in any way.

F. USE APPROVALS: The VILLAGE shall be responsible for determining and securing, at its sole cost and expense, all federal, state, county, municipal and/or other permits, licenses, use approvals, occupational licenses, certificates or approvals needed, if any, for the VILLAGE's use and operations at the LICENSED AREA, prior to commencement of the Agreement.

G. COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one Agreement. Signatures transmitted via electronic means shall be deemed original signatures for all purposes hereunder.

H. TAX-EXEMPT STATUS: In addition to the provisions of Article XX of this Agreement, the VILLAGE acknowledges and agrees that in the event the tax-exempt status of the LICENSED AREA or School is rescinded by Miami-Dade County or other appropriate jurisdictional governmental entity as a result of the use, occupancy or license of same pursuant to this Agreement, payment of any taxes or assessments imposed as a result thereof shall be remitted by the VILLAGE to the BOARD within ten (10) days of receipt of notice, without demand.

I. SOVEREIGN IMMUNITY: No provision contained in this Agreement shall be deemed a waiver of either Parties sovereign immunity.

J. SECURITY AND SUPERVISION: Notwithstanding any other provision of this Agreement, the VILLAGE acknowledges and agrees that it shall work through the District's Police

Department to secure the services of one or more off-duty District Police Officers (with the quantity of District Police Officers as established by the BOARD or designee), at the VILLAGE's sole cost and expense, to provide proper supervision and security of the LICENSED AREA at all times during the VILLAGE's Period of Use as further outlined in Article VI of this Agreement and during any other times in which the VILLAGE is permitted to use the LICENSED AREA pursuant to this Agreement. The VILLAGE shall require that AFA employ off-duty District Police Officers for security services under the AFA Agreements. Notwithstanding this requirement, the District's Police Department may elect, from time to time, to allow the VILLAGE to utilize sworn Police Officers other than District Police Officers to meet the VILLAGE's security and supervision obligations under this Agreement.

In addition to securing the service of one or more off-duty District Police Officers and complying with any and all Emergency Orders, as set forth above, the VILLAGE shall provide proper supervision of the LICENSED AREA using trained and qualified personnel, and keep the LICENSED AREA safe and secure at all times during the VILLAGE's use of the LICENSED AREA. The LICENSED AREA shall be attended at all times during the VILLAGE's and/or AFA's use of the LICENSED AREA, at the VILLAGE's sole cost and expense, by such personnel as are required to comply with the terms of this Agreement, and to maintain the LICENSED AREA safe and secure.

The VILLAGE acknowledges and agrees that the BOARD, at its sole option, may require the VILLAGE or AFA to increase, augment or modify the supervision and security provisions, including those dealing with quantity and placement of security personnel including off-duty District Police Officers, means and methods of vehicle parking, and pedestrian ingress/egress to the LICENSED AREA, and failure to meet these requirements shall be deemed a material breach of the Agreement.

The VILLAGE shall promptly notify the BOARD or its designee of any and all notices or communications received by the VILLAGE from any jurisdictional entity related to any health and safety issues or law enforcement incidents that occurred on or near the LICENSED AREA during the VILLAGE's and/or AFA's use of the LICENSED AREA. Thereafter, the VILLAGE shall provide the BOARD with all information reasonably requested by the BOARD, and shall cooperate with the BOARD in implementing any policies or procedures by the VILLAGE or AFA required to mitigate any further incidents in this regard.

References to the District Police Officers in this subsection K. shall mean Police Officers who serve on behalf of Miami-Dade County Public Schools.

K. STORMWATER EVALUATION. The BOARD and the VILLAGE shall continue to evaluate potential stormwater improvements within the LICENSED AREA, which would help mitigate flooding within the surrounding area and the School, which stormwater improvements, if agreed to by the Parties, shall be considered part of the Work for all purposes under this Agreement and shall be constructed by the VILLAGE, at its sole cost and expense.

L. FORCE MAJEURE. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") control, including, but not limited to, the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) a natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms, explosions, infestations), epidemic, or pandemic; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; and (i) shortage of adequate power or transportation facilities. The Impacted Party shall give Notice within 10 business days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 60 days following Notice given by it, the other Party may thereafter terminate this Agreement upon Notice.

XXXIX.

ENTIRE AGREEMENT

This Agreement and all Exhibits attached hereto, constitute the entire agreement between the Parties and supersede all previous negotiations, and it may be modified only by an agreement in writing signed by the BOARD and the VILLAGE.

[INDIVIDUAL SIGNATURE PAGES FOLLOW]

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

WITNESSES AS TO THE BOARD:

_____
Print Name: _____

_____
Print Name: _____

BOARD:
THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

By: _____
Jose L. Dotres
Superintendent of Schools
Date: _____

RECOMMENDED

_____
Raul F. Perez
Chief Facilities Design & Construction Officer
Date:

TO THE BOARD: APPROVED AS TO RISK MANAGEMENT ISSUES:
Office of Risk and Benefits Management

_____
Risk and Benefits Officer
Date: _____

TO THE BOARD: APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
School Board General Counsel
Date: _____

TO THE BOARD: APPROVED AS TO TREASURY MANAGEMENT ISSUES:
Office of Treasury Management

_____
Treasurer
Date: _____

WITNESSES AS TO THE VILLAGE:

_____
Print Name: _____

_____
Print Name: _____

VILLAGE:
NORTH BAY VILLAGE

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

_____
VILLAGE Clerk
Date: _____

TO THE VILLAGE: APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Village Attorney
Date: _____

EXHIBIT "A"
TO
JOINT USE AGREEMENT

LICENSED AREA

[consisting of __ pages, including this title page]

EXHIBIT "B"
TO
JOINT USE AGREEMENT

DRAFT AFA AGREEMENTS

EXHIBIT "C"
TO
JOINT USE AGREEMENT

CERTIFICATE OF OCCUPANCY, CERTIFICATE OF COMPLETION OR EQUIVALENT

[consisting of __pages, including this title page]

[to be attached upon completion of the Work and issuance of same by the BOARD]

EXHIBIT "D"
TO
JOINT USE AGREEMENT

FENCE WORK

[consisting of __ pages, including this title page]

EXHIBIT "D-1"
TO
JOINT USE AGREEMENT

IMPROVEMENTS

[consisting of __ pages, including this title page]

Capital Investments: A $5.5 million capital investment by the Village will be made in the first year of the Agreement. The Village shall fund the legal costs and also the design of the improvements;

- Village funds repainting of TIES school buildings;
- Village funds one 11 x 11 multipurpose field, four 5x5 multipurpose fields, a perimeter path, new lighting, new irrigation, new drainage systems and new lush landscaping;

Programmatic Considerations: AFA will enhance the TIES after-school program with soccer programming;

- 25 Village Scholarships will be available annually to North Bay Village youth (age 5 - 18), including TIES students;

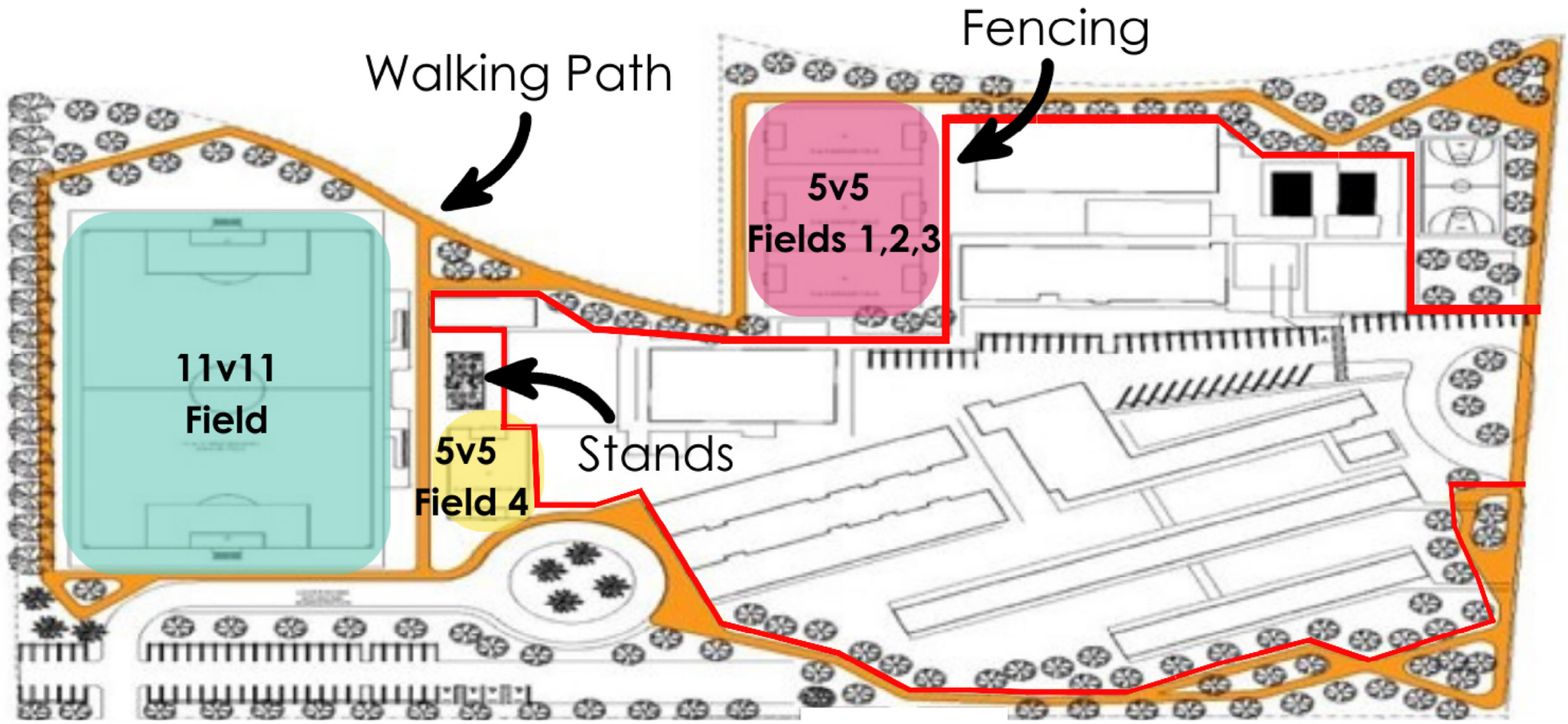
[The Parties acknowledge and agree that prior to commencement of construction of any of the Improvements, the VILLAGE shall provide the BOARD with a site plan depicting the Improvements in conformance with the exhibit renderings attached to this Agreement as Exhibit "C-1", which site plan, as approved by the BOARD, shall thenceforth be attached to this Agreement as Exhibit "C-1".]

EXHIBIT "E-2"
TO
JOINT USE AGREEMENT

CONSTRUCTION AND PHASING SCHEDULE

[consisting of __ pages, including this title page]

EXHIBIT "A" - LICENSED AREA



RESOLUTION NO. 2024- _____

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A DEVELOPMENT AND CONSTRUCTION MANAGEMENT AGREEMENT AND OPERATIONS AND MANAGEMENT AGREEMENT WITH PROJECT FOOTBALL LLC (PFL) RELATING TO THE DEVELOPMENT AND OPERATION OF A COMMUNITY CENTER, SPORTS COURTS, AND OTHER IMPROVEMENTS AT THE PROPERTY LOCATED AT 1851 GALLEON STREET; APPROVING A DEVELOPMENT AND CONSTRUCTION MANAGEMENT AGREEMENT AND OPERATIONS AND MANAGEMENT AGREEMENT WITH PFL RELATING TO THE DEVELOPMENT AND OPERATION OF FIELDS AND OTHER IMPROVEMENTS AT THE PROPERTY LOCATED AT 7540 EAST TREASURE DRIVE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 11, 2021, North Bay Village (the "Village") received an unsolicited proposal from the Asociación del Fútbol Argentino ("AFA")(a/k/a the Argentine Football Association) for the development of the Village-owned property located at 1851 Galleon Street (the "Galleon St. Property") and the recreational fields adjacent to the Galleon St. Property at Treasure Island Elementary School located at 7540 Treasure Drive (the "TIES Property"); and

WHEREAS, the Village subsequently issued a Request for Proposal ("RFP") for the Development and Operation of a Sports Complex and Academy, Recreational Facilities, Municipal Offices, and Other Amenities at the Galleon St. Property and TIES Property (the "Project"); and

WHEREAS, on February 17, 2022, the Village Commission selected the proposal submitted by AFA for the Project and authorized the Village Manager to negotiate with AFA to clarify and improve potential deal terms for the Project; and

WHEREAS, on September 21, 2022, the Village and AFA entered into a Development and Construction Management Agreement for the development of the Galleon St. Property component of the Project, and, in consideration of AFA's development

of the Galleon St. Property, an Operations and Management Agreement for the operation and management of the Galleon St. component to be developed as part of the Project; and

WHEREAS, on October 16, 2023, the Village Commission adopted Resolution No. 2023-134 approving an Amended and Restated Agreement with the School Board of Miami-Dade County, Florida for the use and development of certain portions of the Treasure Island Elementary School Campus; and

WHEREAS, on December 12, 2023, the Village Commission adopted Resolution No. 2023-161 approving a site plan for the Galleon St. Property and the TIES Property (the "Site Plan"); and

WHEREAS, on February 13, 2024, the Village Commission adopted Resolution No. 2024-012 approving and authorizing an Amended and Restated Development and Construction Management Agreement for the development of the Galleon St. Property component of the Project, an Amended and Restated Operations and Management Agreement for the operation and management of facilities to be developed as part of the Galleon St. Property component of the Project; a Development and Construction Management Agreement relating to the development of the TIES Property component of the Project; and an Operations and Management Agreement for the operation and management of facilities to be developed as part of the TIES Property component of the Project (collectively, these four agreements are the "Agreements"); and

WHEREAS, subsequent to the February 13, 2024 approval and prior to executing the Agreements, AFA engaged the Village in discussions to modify the Site Plan administratively in accordance with the Village's Unified Land Development Code and further revise the Agreements; and

WHEREAS, on May 14, 2024, in order to reflect the effect of the proposed modifications to the Site Plan, the Village Commission adopted Resolution No. 2024-XX to further revise the terms and conditions of the Agreements as set forth in a Revised First Amended and Restated Galleon St. Development and Construction Management Agreement, a Revised First Amended and Restated Galleon St. Operations and Management Agreement, and a Revised TIES Development and Construction Management Agreement (collectively, these three agreements were the "Revised Agreements"); and

WHEREAS, on September 10, 2024, in order to provide for a contribution by the Village of $1,200,000 towards the construction of the improvements at the Galleon St. Property, the Village Commission adopted Resolution No. 2024-XX to further revise the terms and conditions of the Agreements and the Revised Agreements as set forth in the Amended and Restated Development and Construction Management Agreement (Galleon St. Property), the Amended and Restated Operations and Management Agreement (Galleon St. Property); and the Development and Construction Management Agreement (TIES Property), respectively (collectively, these three agreements were the "Newly Revised Agreements"); and

WHEREAS, neither the Village nor AFA has executed the Agreements, the Revised Agreements, or the Newly Revised Agreements, but the parties have continued to engage in discussions to realize and improve the Project; and

WHEREAS, Project Football LLC ("PFL") is a Florida limited liability company that wishes to undertake the obligations and responsibilities of AFA with respect to the Project as previously set forth in the Agreements, as revised and amended; and

WHEREAS, AFA has advised that it desires for PFL to be substituted as a party to the four Agreements, as revised and amended; and

WHEREAS, AFA seeks to terminate the September 21, 2022 (i) Development and Construction Management Agreement for the development of the Galleon St. Property component of the Project and (ii) Operations and Management Agreement relating to the Galleon St. component; and

WHEREAS, PFL, in coordination and consultation with AFA, has submitted four newly revised and amended agreements, which are attached hereto as Exhibits "A," "B," "C," and "D", respectively; and

WHEREAS, after consideration of the terms, the Village Commission desires to approve and authorize the Village Manager to execute the agreements in substantially the forms attached hereto as Exhibits "A," "B," "C," and "D", respectively, which will supercede any and all prior versions of same; and

WHEREAS, the Village Commission finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are confirmed, adopted, and incorporated herein and made a part hereof.

Section 2. Approval; Authorization; Development and Construction Management Agreement (Galleon St.). That the Village Commission hereby approves and authorizes the Village Manager to execute the Development and Construction Management Agreement (Galleon St.) in substantially the form attached hereto as Exhibit "A," subject to the Village Attorney's approval as to form, content, and legal sufficiency.

Section 3. Approval; Authorization; Operations and Management Agreement (Galleon St.). That the Village Commission hereby approves and authorizes the Village Manager to execute the Operations and Management Agreement (Galleon St.) in substantially the form attached hereto as Exhibit "B," subject to the Village Attorney's approval as to form, content, and legal sufficiency.

Section 4. Approval; Authorization; Development and Construction Management Agreement (TIES Property). That the Village Commission hereby approves and authorizes the Village Manager to execute the Development and Construction Management Agreement (TIES Property) in substantially the form attached hereto as Exhibit "C," subject to the Village Attorney's approval as to form, content, and legal sufficiency.

Section 5. Approval; Authorization; Operations and Management Agreement (TIES Property). That the Village Commission hereby approves and authorizes the Village Manager to execute the Operations and Management Agreement (TIES Property) in substantially the form attached hereto as Exhibit "D," subject to the Village Attorney's approval as to form, content, and legal sufficiency.

Section 6. Implementation. The Village Manager is hereby authorized to take such action as may be necessary to implement the purpose and provisions of this Resolution.

Section 7. Severability. In the event any portion or section of this Resolution is determined to be invalid, illegal, or unconstitutional by a court or agency of competent

jurisdiction, such decision shall in no way affect the remaining portions of this Resolution, which shall remain full force and effect.

Section 8. Effective Date. This Resolution shall be in force and take effect immediately upon its passage and adoption.

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

Mayor Brent Latham	_____
Vice Mayor Richard Chervony	_____
Commissioner Goran Cuk	_____
Commissioner Andy Rotondaro	_____
Commissioner Rachel Streitfeld	_____

PASSED AND ADOPTED on this 12th day of November, 2024.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

~~AMENDED AND RESTATED~~

DEVELOPMENT AND CONSTRUCTION MANAGEMENT AGREEMENT

(Galleon St. Property)

This ~~AMENDED AND RESTATED~~ DEVELOPMENT AND CONSTRUCTION MANAGEMENT AGREEMENT (the "**Agreement**"), made effective as of _____, 2024 (the "**Effective Date**"), by and between NORTH BAY VILLAGE, a Florida municipal corporation (the "**Village**") and ~~ASOCIACION DE FUTBOL ARGENTINO, an association~~PROJECT FOOTBALL LLC, a Florida limited liability company or a subsidiary to be formed ~~under~~in the ~~laws~~State of Florida specifically for the ~~Republic~~development and operation of ~~Argentina~~ (~~"AFA~~the Project ("**PFL**"). The Village and ~~AFA~~PFL shall be referred to individually as a "**Party**" and/or collectively as the "**Parties.**"

RECITALS:

A. The Village owns certain land on the north side of Galleon Street between Jewel Avenue and East Treasure Drive, as further described in **Exhibit "A,"** attached hereto and made a part hereof (the "**Galleon St. Lot**" or "**Project Site**").

B. On October 11, 2021, the Village received an unsolicited proposal from the ASOCIACION DEL FUTBOL ARGENTINO, an association formed under the laws of the Republic of Argentina ("AFA") to develop the Project Site. On November 9, 2021, the Village issued Request for Proposals No. 2021-013 for "Development and Operation of a Sports Complex and Academy, Recreational Facilities, Municipal Offices, and Other Amenities." AFA was the only party that responded to the Request for Proposals by the December 9, 2021 deadline. After additional due diligence concerning AFA's response, on February 17, 2022, the Village Commission authorized the Village Manager to negotiate with AFA to clarify and improve potential deal terms. On April 25, 2022, the Village Commission approved proposed terms to be included in this Agreement and the separate Management Agreement (as defined below). On September 15, 2022, the Village Commission adopted a Resolution approving this Agreement and the Operations and Management Agreement ("**Management Agreement**").

C. The Village and AFA have agreed that ~~AFA~~PFL will pay (subject to the Village Contribution, as such term is defined below) for and coordinate the development on the Project Site of the following improvements (the "**Project**"), which will be owned by the Village, as such Project is further described in in the specifications attached hereto as **Exhibit "B"** (the "**Description of Improvements**") and in the proposal and recommendations submitted by ~~AFA~~PFL regarding the concept, development strategy, architectural and design schedule guidelines, process and strategy for obtaining governmental approvals, construction schedule requirements, construction budget requirements, and other relevant construction and development matters related to the Project (the "~~**AFA**~~**PFL Proposal**"): (i) one building with a minimum of 10,000 gross square feet of office space, bathrooms, locker rooms, community center facilities and

a rooftop seating area (such building, the "**Village Facility**"); and (ii) six multi-use courts, including 4 padel courts and 2 pickleball courts.

D. The Village and AFA have entered into that certain Development and Construction Management Agreement dated September 21, 2022 (the "**Original Agreement**") and simultaneously entered into that certain Operations and Management Agreement, whereby, upon Completion of the Project (as defined below), AFA (or a third party engaged by AFA and approved by the Village) shall manage and operate the Project on behalf of the Village in accordance with the terms contained in the Management Agreement.

E. The ~~Parties now intend to amend~~Village and ~~restate~~AFA agree that the Original Agreement ~~(~~is hereby terminated and ~~separately the Management Agreement)~~superseded in its entirety ~~to modify certain provisions of the Original~~by this Agreement.

F. This Agreement is not, and shall not be deemed to be, a development agreement under Section 163.3220 of the Florida Statutes.

G. The Parties agree that the terms of this Agreement are in compliance with applicable laws and regulations, and are expressly subject to prior review, consideration and approval by the Village Commission as a condition precedent to its execution.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

Article 1
DEVELOPMENT MANAGEMENT

1.1 Engagement of ~~AFA~~PFL. In connection with the development of the Project, ~~AFA~~PFL shall have the responsibilities described in this Article 1. For the avoidance of doubt, except as provided in this Agreement, ~~AFA~~PFL shall have all responsibility, and the Village shall have limited responsibility as set forth in this Section 1.1, in connection with the development and management of the construction of the Project. The Village shall be responsible, at its sole cost and expense, for the following items: (a) the demolition of existing improvements; (b) environmental clean-up of the Project Site within the timeframe agreed upon by the Parties in the Development Schedule; and (c) and to provide the Village Contribution in addition to the funds to be provided in accordance with the Preliminary Budget described in Exhibit C attached hereto. In any event, the Village has commenced the process of demolition of the existing improvements and environmental clean-up prior to executing this Agreement and will put forth its maximum effort to have this completed as soon as practicable. In the event that the demolition of existing improvements (not including the soil contamination remediation) on the Project Site are not completed on or before October 7, 2024, ~~AFA~~PFL shall have the right to terminate all agreements with the Village, including but not limited to, this Agreement, the Management Agreement and the agreements relating to the TIES Property, by providing written notice to the Village. Upon termination of the agreements with the Village, ~~AFA~~PFL will be fully released from all

responsibilities and obligations arising from said agreements. Nothing shall be due to ~~AFA~~PFL by Village upon termination of this Agreement pursuant to this Section 1.1.

(a) Subject to the Village's approval of such appointment, ~~AFA~~PFL shall appoint a licensed professional engineer as its project representative (the "**~~AFA~~PFL Representative**"). All references to ~~AFA~~PFL performing tasks related to development of the Project pursuant to this Article 1 shall be interpreted as being performed by ~~AFA~~PFL, through the ~~AFA~~PFL Representative. The ~~AFA~~PFL Representative shall coordinate the General Contractor, Project Architect, Engineers, (as such terms are defined below) and other consultants and professionals, in order to value engineer the Project and complete Approved Plans and Description of Improvements as more fully provided for under Section 1.2. ~~AFA~~PFL agrees that its contract with the ~~AFA~~PFL Representative (the "**~~AFA~~PFL Representative Contract**") shall include a provision which states that the Village is an express third-party beneficiary of all obligations of the ~~AFA~~PFL Representative under the ~~AFA~~PFL Representative Contract. Such provisions shall also provide that the ~~AFA~~PFL Representative agrees (a) that the Village may bring legal actions under the ~~AFA~~PFL Representative Contract in its name as beneficiary without the participation of ~~AFA~~PFL strictly upon the occurrence of an ~~AFA~~PFL Default; and (b) that all warranties, express and implied, run to both ~~AFA~~PFL and the Village. ~~AFA~~PFL shall require the general contract for the Project to be bonded including a payment and performance bond for the full construction of the Project consistent with the requirements and regulations contained in Section 255.05 of Florida Statutes in compliance with Section 1.1(h) below.

(b) The Village has appointed Public Works Director Marlon Lobban, PE (including any successors or substitutions of any of the foregoing) as Village's representative for the Project (the "**Project Representative**"). The Village and Project Representative's directives in connection with the Project, including, without limitation, selection of the General Contractor and Project Architect, shall be binding upon ~~AFA~~PFL.

(c) Subject in any case to the Village's approval, ~~AFA~~PFL shall select and retain all contractors and consultants including: architectural, civil, structural, mechanical, electrical, landscape and geotechnical engineers (collectively, "**Engineers**") along with the general contractor and subcontractors, and the interior designer and other consultants and professionals for the Project, as appropriate. Notwithstanding anything to the contrary herein, ~~AFA~~PFL shall review the bids with Project Representative prior to selection of the Engineers and General Contractor and shall seek approval of the Village and Project Representative regarding the final selection of the Engineers and General Contractor. The general contractor selected for the Project is herein called the "**General Contractor**" and the architect selected for the Project is herein called the "**Project Architect**." Upon selection of the General Contractor, Project Architect, Engineers, and other consultants and professionals, ~~AFA~~PFL shall assemble and negotiate the terms and conditions of the contracts therefor in consultation and cooperation with Village. Engineers shall be licensed professional engineers as provided in Chapter 471, Florida Statutes. Project Architect shall be a registered architect as provided in Chapter 481, Florida Statutes. General Contractor shall be a licensed general contractor under the laws of the State of Florida.

(d) ~~AFA~~PFL (in consultation with the Project Representative) shall finalize the construction budget for the Project (including hard costs and soft costs, acquisition costs, and cost of furniture, fixture, equipment and interior design packages to be selected by Village to be installed in the Village Facility) (as may be adjusted from time to time, the "**Construction Budget**"), a Project logistics plan for the Project staging of construction activities, crews, materials and equipment ("**Logistics Plan**"); and a development schedule (including any critical path performance dates, the "**Development Schedule**"), which development schedule shall not exceed 36 months from final approval of the site plans by the Village, for Completion of the Project.

(e) The Village will have no responsibilities or obligations in connection with obtaining financing to build or operate the Project. Rather, ~~AFA~~PFL shall be responsible for any and all costs in connection with the Project, including without limitation, the repayment of any financing and costs in connection therewith~~.~~ except for the costs of the Village Galleon Improvements and Village Contribution. For the avoidance of doubt, any financing obtained by ~~AFA~~PFL shall not result in the imposition of any mortgage, security interest or lien upon the Project Site. Notwithstanding the foregoing, the Village shall be financially responsible for certain items (the "**Village Galleon Improvements**") as set forth in the preliminary budget attached hereto as **Exhibit "C"** (the "**Preliminary Budget**"). The Village shall be financially responsible for any overage arising from the Village Galleon Improvements. In addition, the Village agrees to contribute the sum of $1,200,000 (such amount, the "**Village Contribution**") towards the Village Facility construction. The Village Contribution shall be payable upon the Village's receipt of written notice along with evidence demonstrating that ~~AFA~~PFL has paid an equivalent amount towards the advancement of the Project. The Contribution shall be disbursed in accordance with monthly draws as submitted by ~~AFA~~PFL, which shall be accompanied by the underlying payment applications and corresponding payment applications and invoices from the General Contractor, Project Architect, Engineers, and all other consultants, professionals and material suppliers engaged in the Project.

(f) ~~AFA~~PFL shall provide regular monitoring of design and development and construction and completion progress for the Project in consultation and with the involvement of Project Representative.

(g) ~~AFA~~PFL shall promptly review and pay all payment applications and invoices from the General Contractor, Project Architect, Engineers, and all other consultants, professionals and material suppliers, to ~~AFA~~PFL for work performed on the Project.

(h) Village shall have the right to review all bids received by ~~AFA~~PFL in connection with the Project and provide comments or request reasonable edits, including, without limitation, on matters concerning the Project and the Village Galleon Improvements. Upon selection of the General Contractor, ~~AFA~~PFL shall enter into a guaranteed maximum price general construction contract for the construction of the Project, which shall include all labor, materials, equipment and supplies for the construction of the Project, as well as General Contractor's overhead and profit (the "**GMP Contract**"), to be entered into between the General Contractor and ~~AFA~~PFL. At the Village's option, pursuant to such GMP Contract, the Contractor shall be obligated to construct the Village Galleon Improvements on behalf of the Village pursuant to

specifications submitted by the Village and upon conditions to be set forth in the GMP Contract. Prior to executing the GMP Contract with General Contractor, ~~AFA~~PFL shall submit the execution version of the GMP Contract to the Village for approval. ~~AFA~~PFL agrees that the GMP Contract shall include a provision which states that (a) the General Contractor agrees to provide a separate invoice for the Village Galleon Improvements; and (b) the Village is an express third-party beneficiary of all obligations of General Contractor under the GMP Contract and that the Project Representative shall be promptly notified by the General Contractor in the event that, during construction, any Village Galleon Improvement in the approved construction budget increases, for any reason, more than 5%. Such third-party provisions shall also provide that the General Contractor agrees (a) that the Village may bring legal actions under the GMP Contract in its name as beneficiary without the participation of ~~AFA~~PFL; and (b) that all warranties, express and implied, run to both ~~AFA~~PFL and the Village. The GMP Contract shall also include a provision which states that, in the event of a default hereunder by ~~AFA~~PFL which remains uncured for more than thirty (30) days, the Village, at its option, may elect to invoke the automatic assignment to the Village of all agreements and contracts between ~~AFA~~PFL and any subcontractors (along with any purchase orders for materials, if any), in the event that Village enforces its rights under the GMP Contract as described above. ~~AFA~~PFL agrees that mere consultation with the Project Representative shall impose no liability on the Village for any recommendations made to ~~AFA~~PFL nor affect any of ~~AFA's~~PFL's obligations hereunder. The General Contractor shall be bonded and shall provide a payment and performance bond (the "**Performance Bond**") for the full construction of the Project consistent with the requirements and regulations contained in Section 255.05 of Florida Statutes. The Village shall be named as a dual obligee on any such bonds with respect to the Project. ~~AFA~~PFL must, within three (3) days of the effective date of the GMP Contract, deliver to the Village the Performance Bond in a form acceptable to the Village. The surety providing the Performance Bond must be licensed, authorized, and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). If notice of any change affecting the scope of services/work, the contract price, contract time, or any of the provisions of the GMP Contract is required by the provisions of any bond to be given to a surety, the amount of the Performance Bond shall be adjusted accordingly.

(i) ~~AFA~~PFL shall, in consultation with Project Representative, select subcontractors and subcontracts. ~~AFA~~PFL shall (i) analyze subcontractor bids along with General Contractor, and (ii) advise Village with respect to the selection of subcontractors and the award of the subcontracts. The Village acknowledges that ~~Project Football,~~River Sea Finance Organization LLC, a Florida limited liability company, is pre-approved as a subcontractor for the provision of services under this Agreement.

(j) ~~AFA~~PFL will apply for and use commercially reasonable efforts to obtain or cause to be obtained all approvals necessary for the construction and development of the Project, including, without limitation, planning, zoning or rezoning, plat, site plan approval, licenses, variances and approvals, as necessary, as required by all applicable governmental agencies, bodies, boards and tribunals, with jurisdiction over the construction of the Project Site (collectively, the "**Governmental Authorities**"), including building permits, certificate of occupancy and similar approvals for the construction, development, and use of the Project. ~~AFA~~PFL with the Village's assistance will also negotiate with the appropriate municipal and public utility bodies for providing

water, sewer and drainage utilities, electric, telephone and telecommunication services and facilities to the Project and cause the necessary documentation to effectuate same to be prepared. Subject to review by the Village Manager and the Village Attorney, the Village agrees to execute such documentation pursuant to this Agreement, provided that all such agreements are the standard agreements typically used for such utilities and the rates charged for such utilities are consistent with rates charged for similar development projects. The Village cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights or obligations as they may relate to governmental requirements applicable to the Project or any operations at the Project. Nothing in this Agreement shall be deemed to create an affirmative duty of the Village to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its own governmental requirements. In addition, nothing in this Agreement shall be considered zoning by contract.

(k) ~~AFA~~PFL shall conduct meetings on a regular schedule with Project Representative, General Contractor, the Project Architect, Engineers, and other consultants and professionals in order to coordinate the work to be done pursuant to the Approved Plans and Description of Improvements and shall give reasonable prior notice to Village of such schedule. The Parties agree that such meetings shall take place no more than once every thirty (30) days prior to the commencement of construction of the Project and thereafter no more than once every fifteen (15) days until Completion of the Project in accordance with this Agreement unless an urgent matter arises which requires an emergency meeting (said meetings may be called by the Project Representative, General Contractor, Project Architect, Engineers or ~~AFA). AFA~~PFL). PFL shall render to Village a monthly report, which report shall contain the following information as to the Project:

(1) the actual progress of work achieved on the Project during such month and to date, including the issuance of a monthly updated (a) critical path method schedule for the Project, (b) site logistic plan, (c) cash flow projection plan, estimating the flow in and out of the Project expenses on a monthly basis or other frequency agreed to by the Parties, and (d) contract change order log, including any outstanding potential change orders and change order requests;

(2) the actual expenditures made, during such month and to date, by category of expenditure and a Development Schedule report;

(3) reports of payments (including receipts) made to the General Contractor, Project Architect, Engineers, and all other consultants, professionals and material suppliers;

(4) the estimated cost and time to complete the Project using acceptable industry construction cost estimation methods; and

(5) any change orders, Construction Budget changes and/or Logistics Plan changes for the preceding month. ~~AFA~~PFL acknowledges and agrees that the creation of a contingency fund shall be formally established in the GMP Contract; the use of

contingency funds shall be for certain permitted uses by General Contractor as will be documented in the GMP Contract in consultation with the Village and Project Representative.

(l) Without limitation of the foregoing, ~~AFA~~PFL, together with the Project Architect, shall conduct regular monthly meetings with General Contractor to review with General Contractor unpaid requisitions and monthly draws, and ~~AFA~~PFL, together with Project Architect, shall review and process requisitions of payment received from General Contractor in accordance with the terms of its GMP Contract. Project Representative shall be provided prior notice and be permitted to attend and participate in all such meetings.

(m) ~~AFA~~PFL shall monitor the construction of the Project by the General Contractor in accordance with the terms of this Agreement and the GMP Contract.

(n) ~~AFA~~PFL shall establish and administer a change order program. ~~AFA~~PFL shall have the right to negotiate any change orders pursuant to the GMP Contract and any other Project contractual commitments, including without limitation, any change orders required to meet requirements of Governmental Authorities. ~~AFA~~PFL shall inform Village of such change orders and shall maintain records thereof. Notwithstanding anything to the contrary herein, if any change order affecting the Project (i) exceeds $250,000 individually, or (ii) will result in a material delay to the Development Schedule of the Project, then ~~AFA~~PFL shall provide written notice to Village and Village Manager of any such change order prior to negotiating or approving same. If any change order will result in a cumulative reduction in the usable square footage within any component of the Village Facility by more than one percent (1%), then such change order shall be subject to review and approval by Village and Project Representative. Without limitation of the foregoing, the Village, acting by written directive of the Village Manager, may order in good faith design changes to the Village Facility consisting of additions, deletions or other revisions, that will not result in a delay to the Development Schedule of the Project and do not exceed $500,000 in the aggregate.

(o) The Village Galleon Improvements will be constructed by the General Contractor pursuant to the GMP Contract. ~~AFA~~PFL acknowledges and agrees that it will have an opportunity to review the scope and timeline of the Village Galleon Improvements and that performance by the Village of the Village Galleon Improvements shall not excuse ~~AFA~~PFL from performing its obligations pursuant to this Agreement nor will any delays in construction caused by the Village Galleon Improvements be considered a breach by ~~AFA~~PFL. Notwithstanding the foregoing, the Village agrees to use reasonable efforts to coordinate its construction schedule with ~~AFA~~PFL to reduce disruption in the execution of the Project by ~~AFA~~PFL. Village agrees that it shall promptly pay, in accordance with the Florida Prompt Payment Act, Fla. Stat. Ch. 218, for all Village Galleon Improvements invoiced by the General Contractor to ~~AFA~~PFL and in any event prior to ~~AFA's~~PFL's obligation to transfer payment to the General Contractor.

(p) ~~AFA~~PFL, in consultation with the Village's Project Representative, shall negotiate the closeout of the GMP Contract, including completion of punch-list items, occupancy certificates and final payment.

1.2 Preparation of Plans and Specifications.

(a) ~~AFA~~PFL hereby agrees and acknowledges that the Design Development Plans (as defined below) for the Project shall be substantially in the form attached hereto as Exhibit B.

(b) ~~AFA~~PFL shall engage an architect or other appropriate professional to prepare a detailed plan of the interior space of the Project which shall be substantially in the form attached hereto as Exhibit B contained in the ~~AFA~~PFL Proposal and which describes how space in the Project will be allocated amongst ~~AFA~~PFL, the parks and recreations department of the Village; and the Village community center; and include such other details as necessary so that the Village can confirm that the Project meets the needs of the Village and so the Village can plan how to use the space accordingly (the "**Space Plan**"). The Space Plan shall be subject to the Village's approval which shall not be unreasonably withheld or delayed, provided that the Space Plan demonstrates that the space in the Project is sufficient for the Village's needs.

(c) ~~AFA~~PFL shall direct the Project Architect and Engineers (and other required professionals and consultants) to prepare the design development plans and specifications that further define the scope of the Project based on the Description of Improvements (collectively, the "**Design Development Plans**"). The Village shall be entitled to a maximum of twenty (20) business days, commencing on the date ~~AFA~~PFL and/or the Project Architect and/or Engineer delivers the Design Development Plans to the Village, to review and approve (or disapprove and provide express reasons for such disapproval) the Design Development Plans for the Project.

(d) Upon approval by Village of the Design Development Plans for the Project, ~~AFA~~PFL shall direct the Project Architect and Engineers (and other required professionals and consultants) to prepare and to submit to Village for approval, final permit and construction plans and specifications for the Project that further define the scope depicted in the Design Development Plans (the "**Construction Drawings**"). The Village shall be entitled to a maximum of twenty (20) business days, commencing on the date ~~AFA~~PFL and/or the Project Architect and/or Engineer delivers the Construction Drawings to the Village, to review and approve (or disapprove and provide express reasons for such disapproval) the Construction Drawings for the Project. The final Construction Drawings as approved by Village (as the same from time to time may be modified or amended and approved by Village), are termed the "**Approved Plans and Description of Improvements**."

1.3 Overall Standard of Care. ~~AFA~~PFL acknowledges that in performing its duties and obligations it shall at all times follow directives issued by the ~~AFA~~PFL Representative. In carrying out its duties and obligations, ~~AFA~~PFL shall perform the services under this Agreement in accordance with the highest standards of care, skill, prudence and diligence that an experienced professional developer of projects in South Florida similar to the Project would be expected to use and exercise in the conduct of such development, and the responsibility of ~~AFA~~PFL in performing its duties and obligations hereunder shall be measured in each case against the standards of performance described in this Section or otherwise in this Agreement. ~~AFA~~PFL shall not be responsible for matters beyond its reasonable control (including Village's failure or delay to

authorize or permit ~~AFA~~PFL to take any actions or make any expenditures required to meet these standards). Except as expressly authorized under this Agreement, or unless otherwise approved by Village, ~~AFA~~PFL shall deal at "arms-length" with all third parties and shall not make any payment to or enter into any arrangement with respect to the Project with any affiliated or related party of ~~AFA~~PFL, without the prior written disclosure to and prior written consent of Village, which consent shall not be unreasonably conditioned, delayed or withheld.

1.4 Village's Responsibilities. Village hereby covenants that:

(a) Village shall promptly provide full information regarding Village's requirements for the Project.

(b) Village shall furnish ~~AFA~~PFL with all reports, plans, documents and information reasonably required for the performance by ~~AFA~~PFL of the scope of its duties and responsibilities under this Agreement in Village's possession or of which Village has knowledge (and not in possession or knowledge of ~~AFA~~PFL).

(c) For purposes of this Agreement, any approval by the Village shall mean the approval by the Village Manager (or his or her designee). Any such approval shall not be unreasonably withheld or denied. If, within twenty (20) business days after Village's receipt of any written request from ~~AFA~~PFL for any approval or consent under this Agreement, Village does not approve or disapprove such item, then ~~AFA~~PFL may proceed on the assumption that such item has been approved.

(d) Village shall cause Project Representative to remain generally available to perform Village's duties and obligations under this Agreement and be involved throughout the term of this Agreement on behalf of Village to the extent reasonably necessary for Village to perform its obligations under this Agreement, including without limitation, Village providing feedback and approval, as warranted, with respect to certain development and construction matters hereunder.

(e) Village shall cooperate with ~~AFA~~PFL in connection with the construction of the Project (including, without limitation, attending such meetings as are necessary, and signing documents, applications, instruments and agreements in furtherance of completing the Project) and, upon the written request of ~~AFA~~PFL, from time to time, also shall coordinate with ~~AFA~~PFL any interaction with private and public sector entities that may have standing with respect to the Project and those having approval or regulatory authority regarding the Project.

(f) The Village shall not be responsible for the payment of ad valorem taxes for the Project Site nor any portion thereof subject to shared use agreements. ~~AFA~~PFL agrees to execute any documentation or take such other action necessary to avoid creating an obligation to pay ad valorem taxes on the Project Site. If, for any reason whatsoever, the Village has to pay ad valorem taxes in connection with the Project Site, ~~AFA~~PFL agrees to reimburse the Village for an amount corresponding to such ad valorem taxes within five (5) days after payment of such ad valorem taxes is made by the Village.

(g) Subject to review by the Village Manager and the Village Attorney (which review shall not be unreasonably withheld, conditioned or delayed), the Village agrees to execute acknowledgements and/or customary consents to all agreements, contracts and documentation negotiated between ~~AFA~~PFL and General Contractor, Project Architect, Engineers, and other consultants and professionals for the Project.

(h) The Village hereby agrees and acknowledges that to the extent there is a delay in completion and delivery of any portion(s) of the Project, subject to subsection (i) below, the Village shall issue a partial temporary certificate of occupancy for the portions of the Project Improvements that have been completed consistent with applicable building code requirements, provided, however, that shall not be a waiver of the Village's claims pursuant to this Agreement.

(i) This Agreement shall not impose any obligation upon the Village in its regulatory capacity.

Article 2
~~AFA's~~PFL'S WARRANTIES AND REPRESENTATIONS

2.1 Authorization. ~~AFA~~PFL represents that it is an entity validly existing and in good standing as ~~a civil association~~limited liability company in the ~~Republic~~State of ~~Argentina~~Florida. The execution, delivery and performance of this Agreement by ~~AFA~~PFL has been duly authorized, and this Agreement is binding on ~~AFA~~PFL and enforceable against ~~AFA~~PFL in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

2.2 Licensing. ~~AFA~~PFL, on behalf of the ~~AFA~~PFL Representative, the General Contractor, the Engineers and the Project Architect ("**~~AFA's~~PFL's Consultants**"), hereby warrants and represents that at all times during the term of this Agreement all such ~~AFA's~~PFL's Consultants shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform its duties and obligations for Village under this Agreement.

2.3 Expertise. ~~AFA~~PFL further warrants and represents that ~~AFA's~~PFL's Consultants have the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

2.4 Financial Resources. ~~AFA~~PFL has the financial resources available to it for the complete and timely performance of its duties and obligations contemplated under this Agreement.

Article 3
AGREEMENT TERM AND CONTINGENCY

3.1 Term. This Agreement shall continue from the Effective Date until completion of the Project, unless otherwise earlier terminated pursuant to, and in accordance with, the terms hereof. For all purposes of this Agreement, the term "**Completion of the Project**" shall mean the latest to occur of: (a) issuance by the Project Architect of a certificate stating that the Project has

been substantially completed in accordance with the Approved Plans and Description of Improvements (and any and all approved change orders from time to time) and (b) the issuance by the General Contractor of a final bond release and the payment of final retainage under the GMP Contract and the performance of final punch-list items, and (c) the issuance of a CO for the Project, and (d) the completion of all material punch-list items which would otherwise unreasonably interfere with the Village and ~~AFA's~~PFL's ability to safely and lawfully occupy, use, and operate the Project in the ordinary course of business.

3.2 Contingent. The Parties agree that their mutual obligations pursuant to this Agreement shall not become effective unless and until (a) the Village has executed the Management Agreement with ~~AFA~~PFL; (b) the Village has executed the Development and Construction Agreement and the Operations and Management Agreement for the fields at Treasure Island Elementary School (the "**TIES Property**"); (c) the Miami-Dade County School Board has approved the Development and Construction Agreement and the Operations and Management Agreement for the TIES Property; and (d) the Miami-Dade School Board and the Village have executed the Amended Joint Use Agreement.

Article 4.
TERMINATION AND SUSPENSION; INDEMNITIES.

4.1 Termination for Cause by the Village.

(a) Notwithstanding the term of this Agreement as established under Section 3.1 hereof, the engagement and services of ~~AFA~~PFL under this Agreement may be terminated at any time in the good faith sole discretion of Village effective upon written notice given by Village upon the occurrence of any of the following (each, a "**Cause**"):

(1) Subject to Force Majeure Events (as defined below) and delays caused by the Village, ~~AFA's~~PFL's failure to commence construction of the Project within thirty-six (36) months after the Effective Date.

(2) The dissolution of ~~AFA~~PFL or the sale, assignment, pledge or conveyance of this Agreement not previously approved by the Village in its sole discretion, or the placement of ~~AFA~~PFL, its principals or affiliates on the convicted vendors list, or if they are convicted of any crime involving moral turpitude;

(3) (i) any receiver, trustee or custodian shall be appointed for all or any substantial part of the property or assets of ~~AFA~~PFL; (ii) ~~AFA~~PFL shall commence any voluntary proceeding under present or future U.S. federal law or the bankruptcy laws of Argentina or under any other bankruptcy, insolvency or other laws respecting debtor's rights; or (iii) an "order for relief" or other judgment or decree by any court of competent jurisdiction is entered against ~~AFA~~PFL in any involuntary proceeding against ~~AFA~~PFL under present or future U.S. federal or Argentinian bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights, or any such involuntary

proceeding shall be commenced against ~~AFA~~PFL and shall continue for a period of ninety (90) days after commencement without dismissal; or

(4) Any ~~AFA~~PFL Default.

If the Village terminates this Agreement for Cause, ~~AFA~~PFL shall not be entitled to any compensation, reimbursement, or the recoupment of any costs sustained in the performance of this Agreement.

4.2 Termination without Cause by Village. This Agreement may be terminated by the Village without Cause in whole or in part at any time, in the best interest of the Village. If the Agreement is terminated before Completion of the Project, ~~AFA~~PFL shall be entitled to reimbursement for expenses involving the Village fee, legal, architectural, engineering and other expenses prior to the Effective Date for an amount equal to three hundred thousand and NO/100 (USD$300,000.00) US Dollars~~;~~ ("**Reimbursement**"); plus all costs and expenses from the construction and development of the Project including, but not limited to, construction costs, permitting fees, architectural and engineering fees, environmental studies and surveys, that can be substantiated (the "**Investment**") plus a development fee in the amount of ten percent (10%) of such Investment (the "**Development Fee**"). The Village agrees to pay fifty percent (50%) ofthe Reimbursement, Investment and Development Fee within thirty (30) days from termination and the remaining balance within one hundred eighty (180) days from termination. All work in progress will become the property of the Village and will be turned over promptly by ~~AFA~~PFL.

4.3 ~~AFA~~PFL Indemnity Undertaking. ~~AFA~~PFL agrees to indemnify, defend (at its own cost and expense by defense counsel reasonably acceptable to the Village Attorney) and hold harmless each Village Indemnitee (as defined herein) from and against any and all Liabilities that may be incurred by such Village Indemnitee by reason of, or in connection with (a) any ~~AFA~~PFL Default under this Agreement; and (b) the development of the Project, provided that such Liability is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of ~~AFA~~PFL, the General Contractor, any subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable. This indemnification provision shall obligate ~~AFA~~PFL to investigate, adjust, and respond (at its own expense) to any such claims, actions, demands and through investigatory, administrative, appellate, supplemental or bankruptcy proceedings, and to any and all claims of liability and all suits and actions of every name and description covered by this Section, which may be brought against the Village whether performed by ~~AFA~~PFL or persons employed, utilized, or subcontracted by ~~AFA~~PFL. Notwithstanding the foregoing, ~~AFA's~~PFL's obligation to indemnify, defend and hold Village harmless hereunder shall not extend to liability caused solely by the willful misconduct or gross negligence of the Village or any Village Indemnitee. This indemnification shall survive for 5 years from the date of this Agreement's termination or Completion of the Project. For the avoidance of doubt, the failure of ~~AFA~~PFL to achieve Completion of the Project in accordance with the Development Schedule other than as a result of a Force Majeure Event, and absent a delay or default by the Village, shall trigger ~~AFA's~~PFL's obligation to indemnify Village as described above. For purposes of this Agreement, the following terms have the following meanings:

(i) "**Village Indemnitee**" means each of the Village and its officers, directors, employees, and successors and assigns, jointly and severally, as well as any Village agency or instrumentality which performs any official function under this Agreement;

(ii) "**Liabilities**" means any and all, liabilities, indebtedness, obligations, expenses, claims, demands, actions, causes of action, suits, damages, costs, penalties, decrees, deficiencies, guarantees or endorsements of any type, whether accrued, absolute, contingent, matured, unmatured or otherwise (including costs and reasonable attorneys' fees and disbursements), and whether or not arising out of third party claims. Notwithstanding the foregoing, except in the event of the theft, fraud or other dishonesty of ~~AFA~~PFL (to the extent such action otherwise constitutes a ~~AFA~~PFL Default under item (1) of Section 4.3(iii) hereof after giving effect to the last sentence thereof), the term "Liabilities" shall include punitive or exemplary damages; and

(iii) "**~~AFA~~PFL Default**" means with respect to the performance of its duties under this Agreement or otherwise in connection with the Village or the Project: (1) the theft, fraud or other dishonesty of ~~AFA~~PFL; (2) the negligence or willful misconduct of ~~AFA~~PFL and failure by PFL to cure such breach within fifteen (15) days of written notice thereof from Village; (3) any act or omission of ~~AFA~~PFL that constitutes a breach of this Agreement and the failure by ~~AFA~~PFL to cure such breach within thirty (30) days of written notice thereof from Village; provided, however, that, if such breach is not reasonably capable of being cured within such thirty (30) day period, and if ~~AFA~~PFL shall initiate and document such diligent efforts to cure such breach within such thirty (30) day period, and thereafter diligently shall pursue such cure, then such cure period shall be extended for such period of time as is reasonably necessary under the attendant facts and circumstances to cure such failure, such extension not to exceed, however, ninety (90) days in the aggregate or any lesser period required by any governmental agency or instrumentality to effect such cure, whichever is earlier; or (4) a default by ~~AFA~~PFL pursuant to that certain Development and Construction Agreement of even date herewith for the TIES Property.

4.4 Village Default; Termination; Indemnity Undertaking.

(a) Village shall be in default under this Agreement ("**Village Default**") if Village fails to perform or observe any express, proprietary or non-sovereign duty, obligation or agreement of Village under this Agreement in any material respect, and fails to cure such failure within thirty(30) days of written notice thereof from ~~AFA~~PFL; provided, however, that, if such failure is not reasonably capable of being cured within such thirty (30) day period, and if Village shall initiate diligent efforts to cure such failure within such thirty (30) day period, and thereafter diligently shall pursue such cure, then such cure period shall be extended for such period of time as is reasonably necessary under the attendant facts and circumstances to cure such failure, such extension not to exceed, however, ninety (90) days in the aggregate or any lesser period required by any Governmental Authority or instrumentality to effect such cure. Upon the occurrence of a Default by Village, which is not cured by Village as set forth herein, ~~AFA~~PFL shall have the right

to terminate this Agreement upon written notice of termination given by ~~AFA~~PFL and shall be entitled to the Development Fee.

(b) ~~AFA~~PFL may terminate this Agreement at any time in the sole discretion of ~~AFA~~PFL effective upon written notice given by ~~AFA~~PFL in the event: (i) any receiver, trustee or custodian shall be appointed for all or any substantial part (i.e. more than 50%) of the property or assets of Village; (ii) Village shall commence any voluntary proceeding under present or future federal bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights; or (iii) an "order for relief" or other judgment or decree by any court of competent jurisdiction is entered against Village in any involuntary proceeding against Village under present or future federal bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights, or any such involuntary proceeding shall be commenced against Village and shall continue for a period of Ninety (90) days after commencement without dismissal. Any termination by ~~AFA~~PFL arising under Section 4.4(a) above entitles ~~AFA~~PFL to the Development Fee.

4.5 Termination Obligations. Within ten (10) days of the expiration or earlier termination of this Agreement, or upon the termination or suspension of the engagement and services of ~~AFA~~PFL hereunder, ~~AFA~~PFL shall:

(a) Provide a final accounting to Village for the Project along with an affidavit of payment of debts and claims and a written consent from the surety in form and substance acceptable to the Village;

(b) Deliver to the Village, or a third party designated by Village, all materials, supplies, equipment, keys, contracts and documents, copies of all books of account and records regarding the construction of the Project, all permits and approvals, plans and specifications maintained or in the possession or control of ~~AFA~~PFL (except for ~~AFA's~~PFL's personal property both tangible or intangible which shall be removed by ~~AFA~~PFL) under this Agreement and/or pertaining to the Project (copies of which may be made and retained by ~~AFA~~PFL at ~~AFA's~~PFL's sole cost and expense);

(c) Assign any contract rights regarding the Project Site; and

(d) Furnish all such information, take all such other action, and cooperate with Village as Village shall reasonably request in order to complete the orderly termination and transfer of ~~AFA's~~PFL's services, duties, obligations and activities on the Project.

Article 5
INSURANCE

5.1 Insurance to Be Maintained by ~~AFA. AFA~~PFL. PFL shall purchase and maintain insurance of the type and extent as set forth on **Exhibit "D"** attached hereto. All such insurance maintained by ~~AFA~~PFL in connection with the Project shall name Village and the Project Representative as additional insureds and, with respect to matters arising from ~~AFA's~~PFL's

negligence or willful misconduct, shall be primary as against any policies maintained by Village, but shall be excess and non-contributing as against any policies maintained by General Contractor or its subcontractors. Upon written instruction from the Village specifying any other entities to be included as an additional insured, ~~AFA~~PFL shall add such entities as additional insureds as provided herein.

5.2 Construction Insurance. ~~AFA~~PFL shall instruct General Contractor to obtain, prior to commencement of any work, and at its sole cost and expense, and thereafter at all times during the performance of the construction contract with General Contractor until Completion of the Project (or such longer period as specified in the GMP Contract), maintain, and instruct General Contractor to have each subcontractor and sub-subcontractor to obtain, and thereafter at all times during the performance of this Agreement, maintain, at each subcontractor's and sub-subcontractor's sole cost and expense, the insurance required to be maintained as set forth on **Exhibit** "**D**" attached hereto. ~~AFA~~PFL shall instruct General Contractor to monitor each subcontractor's and sub-subcontractor's insurance to require each subcontractor and sub-subcontractor to maintain such insurance until Completion of the Project.

5.3 Cooperation. Village and ~~AFA~~PFL shall cooperate with the other Party and with General Contractor in connection with the processing of claims and the collection of any insurance proceeds that may be payable in the event of loss or claim under any of the policies of insurance maintained by each, and execute and deliver to the insurers such proofs of loss and other documents as may be required for the recovery of the proceeds of any such insurance.

5.4 Insurance Schedule. Village and ~~AFA~~PFL acknowledge that the insurance coverage held by General Contractor and all subcontractors must be approved by Village.

Article 6
MISCELLANEOUS

6.1 Estoppel Certificate. Each Party shall from time to time, within thirty (30) days after receipt of written request from the other Party, or the other Party's lender(s), execute and deliver to the requesting party written estoppel certificates, containing the reasonably requested information, including, without limitation, a certification that this Agreement is in full force and effect.

6.2 No Third Party Beneficiaries. The rights granted under this Agreement shall be solely for the benefit of Village and each person comprising the Village Indemnitee, and ~~AFA~~PFL and no other third party shall have any claim to any such right or benefit thereof.

6.3 Notices.

(a) Any and all notices, demands, consents, approvals, offers, elections and other communications required or permitted under this Agreement (collectively, "**Notices**") shall be deemed given if in writing and the same shall be given by a nationally recognized overnight delivery service, freight prepaid.

(b) All Notices required or permitted to be sent hereunder shall be deemed to have been given for all purposes of this Agreement (i) if delivered by hand upon the date of receipt or refusal, except that whenever under this Agreement a Notice is either received on a day which is not a business day or is required to be delivered on or before a specific day which is not a business day, the day of receipt or required delivery shall automatically be extended to the next business day, (ii) if delivered or sent by registered or certified mail, upon the earlier of the expiration of three (3) days after deposit in United States post office facilities properly addressed with postage prepaid or acknowledgment of receipt or (iii) if delivered via overnight courier, on the next business day after deposit with an overnight courier.

(c) All such Notices shall be addressed:

If to Village, to:

North Bay Village
Attn. Village Manager
North Bay Village Village Hall
1666 Kennedy Causeway
Suite 300
North Bay Village, FL 33141

With a copy to:

Weiss Serota Helfman Cole + Bierman
2800 Ponce De Leon, Suite 1200
Coral Gables, FL 33134
Attn. Haydee Sera, Village Attorney
Email: hsera@wsh-law.com

If to ~~AFA~~PFL, to:

Project Football LLC
777 Brickell Ave., Suite 1210
Miami, FL 33131
Attn: _____, Manager
Email: project@projectfootballsport.com

With a copy to (which shall not be considered notice):

Asociacion de Futbol Argentino
Viamonte 1366
CABA (C1053ACB)
Argentina
Attn: Claudio Fabian Tapia, President
Email: ~~ctapia@afa.org.ar~~projectfootballsport.com

With a copy to~~:~~ (which shall not be considered notice):

Fabian A. Pal, PA
777 Brickell Ave., Suite 1210
Miami, FL 33131
Attn: Fabian A. Pal, Managing Partner
Email: fpal@pal-law.com

(d) By Notice given as herein provided, the Parties hereto and their respective successors and assigns shall have the right from time to time and at any time during the term of this Agreement to change their respective addresses effective upon receipt by the other parties of such Notice and each shall have the right to specify as its address any other address within the United States of America.

6.4 Village Approvals. Any approvals required from the Village arising under this Agreement, and for which a specific deadline is not established, shall not be unreasonably withheld and will require Village approval within thirty (30) days from receipt of request by ~~AFA~~PFL unless earlier approval required ("**Approval Period**"). If the Village fails to approve or reject such request within the Approval Period, then it shall be considered approved by the Village.

6.5 Headings. The headings in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

6.6 Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person, persons, party or parties may require.

6.7 Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term hereof, then such clause shall be deemed to be deleted therefrom, and the remainder of this Agreement shall not be affected thereby, and shall remain in full force and effect.

6.8 Assignment. The rights of the Parties under this Agreement are personal to the Parties and may not be assigned without the prior written consent of the other Party, which shall not be unreasonably withheld. ~~AFA~~PFL shall have the right to assign its rights and obligations under this Agreement to a third party with Village approval, which shall not be unreasonably withheld, by providing the Village thirty-day prior written notice ("**Assignment Notice Period**") in accordance with Section 6.3 of this Agreement. If the Village fails to approve or reject such request within the Assignment Notice Period, then such assignment shall be considered approved by the Village. Any purported assignment in violation of the foregoing prohibition shall be void. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the Parties hereto and their respective successors and permitted assigns. Any assignment of this agreement shall not relieve ~~AFA~~PFL from liability under this Agreement and ~~AFA~~PFL shall be jointly and severally liable with assignee for the performance of its obligations under this Agreement.

6.9 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

6.10 Governing Law; Venue; Attorneys' Fees. This Agreement is made pursuant to all of the rights and obligations of the Parties hereto and all of the terms and conditions hereof shall be construed in accordance with and governed by the laws of the State of Florida without giving effect to conflicts of laws principles. Venue lies solely in Miami-Dade County, Florida. In the event of any litigation or other legal proceeding between the Parties arising under this Agreement, each Party shall be responsible for their respective attorneys' fees and costs.

6.11 Waiver. No consent or waiver, express or implied, by either Party to or of any breach or default by the other Party in the performance of this Agreement shall be construed as a consent or waiver to or of any subsequent breach or default in the performance by such other Party of the same or any other obligation hereunder.

6.12 Time of Essence. Time is of the essence of this Agreement.

6.13 No Partnership or Joint Venture. Nothing contained in this Agreement shall constitute or be construed to be or create a partnership or joint venture between Village and ~~AFA~~PFL.

6.14 Amendments. This Agreement may not be modified, altered or amended except pursuant to a written instrument executed by Village and ~~AFA~~PFL with the same formalities of this Agreement, including, without limitation, approval of the amendment by the Village Commission.

6.15 Agreement Not an Interest in Real Property. This Agreement shall not be deemed at any time to be an interest in real estate or a lien of any nature against the Project Site. This Section shall be self-operative and no further instrument of subordination shall be required by any mortgagee, if any.

6.16 Counterparts. This Agreement may be executed in counterparts and all counterparts shall be considered part of one Agreement binding on all Parties hereto.

6.17 Days. Unless specifically called out in this Agreement to the contrary, all references to "days" shall refer to calendar days. If a date referenced in this Agreement falls on a Saturday, Sunday, state, or federal holiday, it shall be deemed to fall on the next business day.

6.18 Non-Discrimination. In the performance of its obligations under this Agreement, ~~AFA~~PFL shall comply with the provisions of any federal, state or local law prohibiting discrimination in housing on the grounds of race, color, sex, creed or national origin, including, without limitation, (i) Title VI of the Civil Rights Act of 1964 (Public Law 88-362, 78 Stat. 241), and all requirements imposed by or pursuant to HUD regulations (24 C.F.R., Subtitle A, Part 1) issued pursuant thereto, (ii) regulations issued pursuant to Executive Order 11063 and (iii) Title VIII of the 1968 Civil Rights Act.

6.19 **Jury Trial Waiver. TO THE FULLEST EXTENT NOT PROHIBITED BY APPLICABLE LAW WHICH CANNOT BE WAIVED, EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVES ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHT, POWER, REMEDY, OR DEFENSE ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PROJECT, WHETHER SOUNDING IN TORT OR CONTRACT OR OTHERWISE, OR WITH RESPECT TO ANY COURSE OR CONDUCT, COURSE OR DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF ANY PARTY RELATING TO THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A JUDGE AND NOT BEFORE A JURY. EACH OF THE PARTIES HERETO FURTHER WAIVES ANY RIGHT TO SEEK TO CONSOLIDATE ANY SUCH LITIGATION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER LITIGATION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. FURTHER, EACH OF THE PARTIES HERETO HEREBY CERTIFIES THAT NONE OF ITS REPRESENTATIVES, AGENTS OR ATTORNEYS HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT IT WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. EACH OF THE PARTIES HERETO ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION ARE A MATERIAL INDUCEMENT TO THE ACCEPTANCE OF THIS AGREEMENT BY THE OTHER PARTY HERETO.**

6.20 Drug Free Workplace. ~~AFA~~PFL shall at all times comply with, and shall use its good faith efforts to cause its employees to at all times comply with, the Federal Drug Free Workplace Act of 1988 or any regulations promulgated thereunder, including, without limitation, the regulations at 24 C.F.R. Part 24 (April 1, 1992).

6.21 Force Majeure. To the extent that the performance by either Party of any obligation under this Agreement is actually prevented, delayed, retarded or hindered by a "Force Majeure Event" (as hereinafter defined), and such Party promptly notifies the other Party of the existence of such Force Majeure Event and identifies the same to the other Party as a Force Majeure Event, then such Party's performance of such obligation shall be deferred by the lesser of (i) the period of time in which performance is so prevented, delayed, retarded or hindered, or (ii) twelve (12) months. "**Force Majeure Event**" refers to and includes any act of God or nature, an act of terrorism or war, suspension of government operations, extraordinary closure of government offices, general moratoria on development of the Project and other properties in the vicinity of the Project, strikes, civil disturbance, labor troubles, or any other cause that is not within the reasonable control of ~~AFA~~PFL or Village, specifically excluding delays due to shortage or unavailability of funds or financial condition. The Parties expressly acknowledge and agree that the COVID-19 pandemic shall not be a Force Majeure Event under this Agreement, except in case of a new COVID-19 variant or government-mandated lockdown.

6.22 Confidentiality and Publicity.

(a) This Agreement is subject to the Florida Public Records Act, Chapter 119,

Florida Statutes. Village agrees to not to disclose financial information regarding ~~AFA~~PFL or other information marked or stamped as being proprietary or confidential by ~~AFA~~PFL (such as, without limitation, general construction cost data, bank accounts maintained by ~~AFA~~PFL, or information regarding other projects constructed, developed, leased or managed by ~~AFA~~PFL) to any person or entity, except to the extent permitted herein or to the extent such disclosure is necessary for Village to comply with legal process and state law.

(b) Notwithstanding the foregoing, the Parties and their affiliates and representatives may (i) issue press releases, (ii) make any other public announcements or statements with respect to the transactions contemplated by this Agreement, and (iii) disclose the name of ~~AFA~~PFL.

6.23 Authority. Each Party represents to the other that it has the power and authority to enter into this Agreement and that the person executing on its behalf has the power to do so and to bind it to the terms of this Agreement.

6.24 Expert Resolution Process. All disputes regarding the matters described in Sections 1.1, 1.2, 3.1, 6.21 (individually, an "**ERP Dispute**" and collectively, the "**ERP Disputes**"), shall be resolved in accordance with the expert resolution process described below in the provisions of this Section 6.24 (the "**ERP**").

(a) The Party desiring that the Expert resolve any ERP Dispute (the "**Initiating Party**") shall give notice in accordance with the provisions of this Agreement to the other Party (the "**Recipient Party**") that it desires to initiate the ERP (the "**ERP Notice**"). The Initiating Party and the Recipient Party shall agree on the Expert as set forth in subsection (f) below. The cost of the ERP shall be borne equally between the Parties.

(a) Within thirty (30) days after the selection of the Expert (as defined below), the Initiating Party and the Recipient Party shall submit their ERP Dispute to the Expert for determination. The Expert shall discuss the ERP Dispute in detail with the Initiating Party and the Recipient Party and otherwise undertake such investigation and study such materials as the Expert believes reasonably necessary to make an informed decision. Examination of witnesses by the Initiating Party and the Recipient Party and by the Expert shall be permitted in the discretion of the Expert.

(b) A written transcript of the proceeding shall be made and furnished to the Parties. The Expert shall determine any ERP Dispute, controversy or claim under this Agreement in accordance with the terms hereof. The Expert shall state the reasons upon which its decision is based in writing. The decision of the Expert shall be issued promptly but in no event later than thirty (30) days after the Parties have submitted their final statements and proofs to the Expert. Each Party shall have the right to bring an action in any court of competent jurisdiction to enforce the Expert's award.

(c) The Expert may grant any remedy or relief within the scope of this Agreement and the applicable provisions hereof and under applicable law. In the absence

of fraud, gross misconduct, collusion, departure from the essential requirements of law or an error in law or a material fact appearing on the face of the order or award issued by the Expert, the written decision of the Expert shall be final and binding on the Parties. The Parties intend that the decision by the Expert shall be binding for all purposes and that no right of appeal shall exist; for the sake of clarity, any such ERP Dispute may not be relitigated through the ERP process or otherwise.

(d) The Parties voluntarily and knowingly waive any right to pursue any ERP Disputes involving the Parties in any forum or through any process or proceeding other than the process and procedures set forth in Section. The foregoing process shall be the exclusive method available for resolution of ERP Disputes hereunder that cannot otherwise be resolved.

(e) For purposes of this Agreement, **"Expert"** means an independent nationally recognized consulting or other firm or individual having at least ten (10) years recent professional experience as to the subject matter in question, who is qualified to resolve the issue in question and who is appointed in each instance by agreement of the Parties. In the event either Party calls for an Expert determination pursuant to the terms hereof, the Parties shall have thirty (30) days from the date of such request to mutually agree on one (1) recognized consulting firm or individual with relevant experience as the Expert and, if they fail to agree, each Party shall have an additional ten (10) days to each select one (1) recognized consulting firm or individual with relevant development experience as the Expert and within ten (10) days of such respective selections, the two (2) respective firms and/or individuals so selected by each of the Parties hereto shall select another such recognized consulting firm or individual to be the Expert. If either Party hereto fails to make its respective selection of a firm or individual within the ten (10) day period provided for above, then the other Party's selection shall be the Expert. Also, if the two respective firms and/or individuals so selected shall fail to select a third recognized consulting firm or individual to be the Expert, then the Expert shall be appointed by the American Arbitration Association in Miami-Dade County, Florida.

6.25 Covenant of Good Faith. The Parties affirm, agree and represent that will employ good faith and utilize fair dealing in the conduct all actions, undertakings and performance under this Agreement.

6.26 Compliance with Federal, State and Local Laws. ~~AFA~~PFL understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc., and certain professional standards for the applicable professions assisting local governments. Village and ~~AFA~~PFL agree to comply with and observe all applicable laws, codes, ordinances, and professional standards, as they may be amended from time to time. Additionally, ~~AFA~~PFL agrees to require ~~AFA's~~PFL's Consultants, along with its employees, its agents, consultants, contractors and its subcontractors to comply with and observe all applicable laws, codes, ordinances, and professional standards, as they may be amended from time to time.

6.27 Further Assurances. In addition to the obligations required to be performed under this Agreement by the parties, the parties shall perform from time to time such other acts, and shall execute, acknowledge and/or deliver such other instruments, documents and/or other materials, as may be reasonably required to consummate the transactions described in this Agreement.

6.28 Reaffirmation of Representations. AFA hereby reaffirms all of the representations contained in the Response to the RFP and related solicitation documents. AFA joins this Agreement for the sole and limited purpose of ensuring that the Project will be completed as agreed to by the Parties in the event PFL defaults. PFL is a legal and a patrimonially independent company from AFA and does not have any type of corporate dependency nor affiliation of any nature. PFL has authorization for the use of shield, emblems, logos, symbols, images and other identifying elements of AFA. In addition, it has authorization for the development of the AFA International Football Academy. AFA shall oversee the use of its brand, image and the operation of the AFA International Football Academy and in the event that AFA is harmed by PFL's use, AFA may request that PFL cure the situation and, if appropriate, terminate the license. In such event, AFA shall authorize another party, subject to the Village approval, which shall not be unreasonably withheld, to continue to use the brand, image and the operation of the AFA International Football Academy at the Project.

6.29 Entire Agreement. This Agreement, along with its exhibits, including the Operations and Management Agreement, contains the final and entire agreement between the Parties with respect to ~~AFA's~~PFL's engagement hereunder. The Parties shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, with respect to such engagement not contained in this Agreement.

6.30 Village's Sovereign Immunity. Notwithstanding anything to the contrary contained in this Agreement or in any exhibits attached hereto, it is expressly understood and agreed by and between the Parties that the Village does not waive its sovereign immunity and that Village's liability is subject to and in accordance with the limitations of Section 768.28, Florida Statutes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

~~**ASOCIACION DE FUTBOL ARGENTINO**, an association existing under the laws of the Republic of Argentina~~
PROJECT FOOTBALL LLC, Florida limited liability company

By:_____
Name:_____
Title~~:~~_____~~:~~ Manager

Attest:

NORTH BAY VILLAGE, a Florida municipal corporation

_____
Village Clerk

By:_____
Village Manager

Approved for legal form and sufficiency
for the use and benefit of the Village

By:_____
Weiss Serota Helfman Cole + Bierman P.L.
Village Attorney

JOINDER

AFA hereby joins in the execution of this Agreement solely to acknowledge the termination of the Original Agreement and the Reaffirmation under Section 6.28 herein.

ASOCIACION DEL FUTBOL ARGENTINO, an association existing under the laws of the Republic of Argentina

By:_____

Name:_____
Title:_____

EXHIBIT A
LOT DESCRIPTION

- The Project includes development of the following property: The Galleon Street site consists of an approximately 48,000 square-foot (1.10 acres) parcel, with address documented as 1851 Galleon Street, North Bay Village. This site is developed with municipal facilities, including an approximately 10,000 square-foot mini-park and playground; a structure that lately housed the North Bay Village Police Communications Center (now relocated), and the Village's Public Works storage yard and wastewater pump station facility. The above-ground pump station is expected to be demolished and placed underground in/by 2024, thereby making that portion of the site available for recreational use.

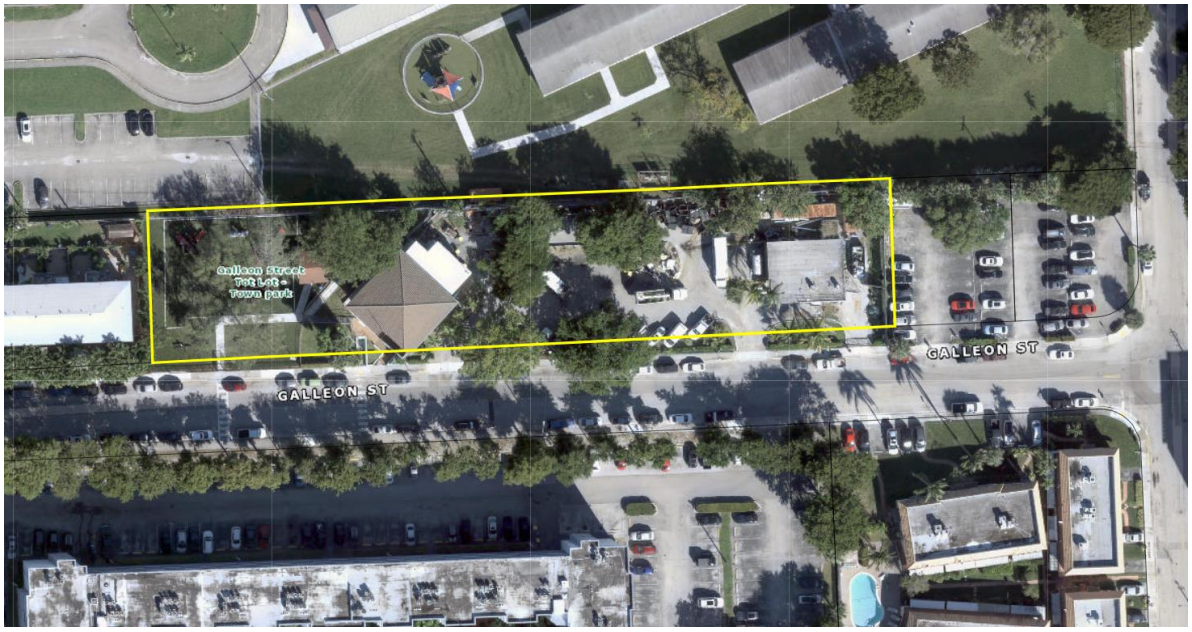


EXHIBIT B
DESCRIPTION OF IMPROVEMENTS

EXHIBIT C
PRELIMINARY BUDGET

TIES & GALLEON		
Project Funding Uses		
ITEM DESCRIPTION	**Galleon**	**TIES**
	NBV	NBV
MDCPS Admin. Fee		$100,000
Site Prep (Demolition/Clearing/Earthwork/ Grading)	$500,000	
Racquetball Court Demolition		$30,000
Sidewalks/Paths		$1,400,000
Path Lighting		$200,000
Landscaping	$70,000	$250,872
Drainage/Irrigation		$600,000
Furnishings/Equipment		$150,000
Paving and Markings		$100,000
Contingency (Exterior Items Only)	$380,000	$173,197
	$950,000	**$3,004,069**

EXHIBIT D
INSURANCE REQUIREMENTS

- Commercial General Liability coverage with limits of liability of not less than a $1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit (except for Products/Completed Operations) shall be in the amount of $2,000,000.
- Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of $1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide work pursuant to this Contract who is not covered by Worker's Compensation insurance.
- Business Automobile Liability with minimum limits of $1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include Owned, Hired, and Non-Owned Vehicles.
- Builder's Risk property insurance upon the entire Work to the full replacement cost value thereof. This insurance shall include the interest of Village and Contractor and shall provide All-Risk coverage against loss by physical damage including, but not limited to, Fire, Extended Coverage, Theft, Vandalism and Malicious Mischief.

NORTH BAY VILLAGE COMMUNITY CENTER



INDEX

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A-0.1 - RENDERINGS - ARCHITECTURAL CONCEPT
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L-211 - LANDSCAPE DETAILS AND NOTES
C1 - GEOMETRY
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C3 - SITE UTILITIES

PLANA INTERNATIONAL
JAIME PLANA
ARCHITECT
FLORIDA LICENSE AR 9769
1053 SW 12th STREET
BOCA RATON, FLORIDA 33486
PHONE: (561) 447-8944 a.FAX (561) 447-4162
E MAIL: archplan@aol.com

CKM
346 CONSERVATION DRIVE
WESTON, FLORIDA 33327
PHONE: (954) 999-6085 a.FAX (866) 610-4414
E MAIL: construktomusa@hotmail.com

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Client Name
AFA / NORTH BAY VILLAGE

PROJECT No.
DRAWN BY:
FOLIO #:
CAD FILE: 03-29-2022

MARK	DATE	DESCRIPTION
A.B.		AS-BUILT
R.A.P.		REVISION AFTER PERMIT
B.D.C.		BUILDING DEPT. COMMENTS
C.C.		COORDINATION CHANGES
P.S.		PERMIT SET
D.D.		DESIGN DEVELOPMENT
P.H.		PUBLIC HEARING

Architect:

JAIME PLANA
SEAL

plot date:
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SHEET TITLE

COVER SHEET

A-0.0





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RENDERING
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JAIME PLANA
ARCHITECT
FLORIDA LICENSE AR 9769

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SHEET TITLE

RENDERING

A-0.2









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SHEET TITLE

RENDERING

A-0.3



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SHEET TITLE

AERIAL VIEW

A-0.4



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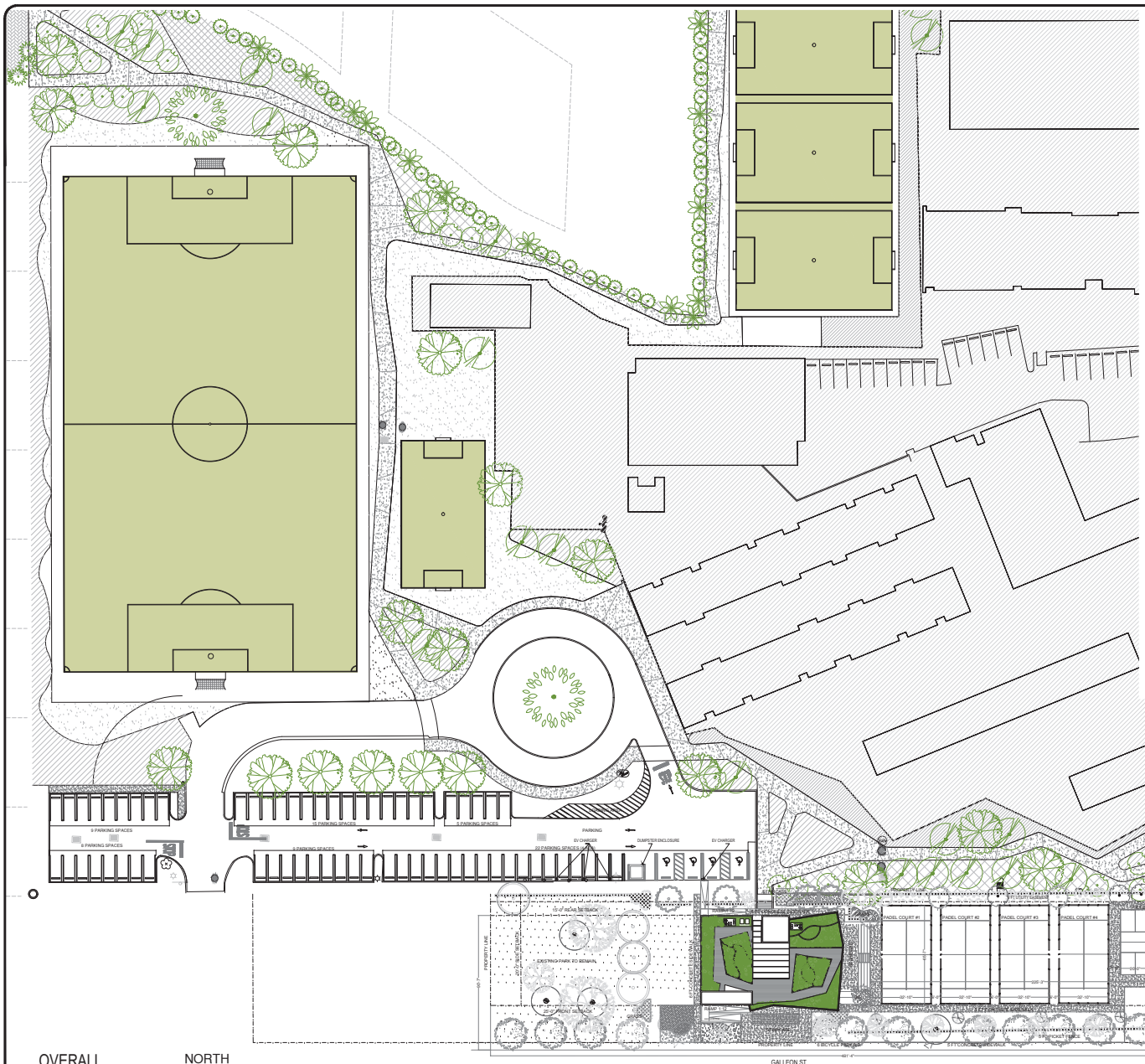
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SEAL

plot date: 04-01-2024

SHEET TITLE

AERIAL VIEW

A-0.5



OVERALL
SITE PLAN
NOT SCALE

NORTH

ZONING INFORMATION

1851 GALLEON STREET, NORTH BAY VILLAGE, FLORIDA 33141/33141
FOLIO # 23-3208-014-0200

ZONING DISTRICT	RM-40 RESIDENTIAL MULTIFAMILY DISTRICT
LAND USE	MEDIUM DENSITY MULTI-FAMILY RESIDENTIAL
FUTURE LAND USE	PARKS & RECREATION
PORPOSED USE	SPORTS & COMMUNITY FACILITY
TOTAL AREA	46,000 SQ. FT. - 1.10 ACRES

		REQUIRED	PROPOSED
LOT COVERAGE		N/A	7,000 SQ. FT.
BUILDING TOTAL AREA (UNDER AC)			10,033 SQ. FT.
LOT AREA		MINIMUM 10,000 SQ. FT.	46,000 SQ. FT.
FRONTAGE		MINIMUM 100'-0"	460'-0"
MINIMUM YARD SETBACKS	FRONT	MINIMUM 25'-0"	25'-0"
	SIDE (INTERIOR)	MINIMUM 20'-0"	111'-4" / 247'-10"
	REAR	MINIMUM 15'-0"	15'-0"
MAXIMUM BUILDING HEIGHT		4 STORIES - 45'-0"	2 STORIES - 42'-0"
SITE COVERAGE PERCENTAGE			45.85% (21,416 SQ.FT.)
PERVIOUS AREA		MINIMUM 25%	49.83% (23,916 SQ.FT.)
SIDEWALKS			5,355 SQ.FT.
PADEL COURTS			9,040 SQ.FT.
PICKLEBALL COURTS			3,521 SQ.FT.
PARKING			
OFFICE	459 SQ. FT.	1 CAR SPACE / PER 300 SQ. FT.	2 CAR SPACES
COMMON AREA	1,500 SQ. FT.	1 CAR SPACE / PER 75 SQ. FT.	20 CAR SPACES
GYM	1,180 SQ. FT.	1 CAR SPACE / PER 400 SQ. FT.	3 CAR SPACES
COMMUNITY CENTER	3,400 SQ. FT.	1 CAR SPACE / PER 300 SQ. FT.	11 CAR SPACES
COURTS	6	5 CAR SPACE / PER COURT.	30 CAR SPACES
TOTAL PARKING			66 CAR SPACES (4 ADA & 8 EV SPACES INCLUDED)
BICYCLE PARKING		6 BICYCLE PARKING / PER 50,000 SQ. FT.	6 BICYCLE PARKING
LOADING SPACE		UNDER 25,000 SQ. FT. 0 SPACES	0 SPACES

LEGAL DESCRIPTION:
LOT 3 THROUGH 8, BLOCK 9, OF "PORTION OF TRACT 9 1ST ADDITION TO TREASURE ISLAND", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 51, PAGE 6, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.



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ACCESSIBLE ROUTES WILL HAVE RUNNING AND CROSS SLOPES WILL MEET ADA STANDARDS

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JAIME PLANA
ARCHITECT
FLORIDA LICENSE AR 9769
1053 SW 12th STREET
BOCA RATON, FLORIDA 33486
PHONE: (561) 447-8344 x FAX (561) 447-4162
E MAIL: archplan@aol.com

CKM
346 CONSERVATION DRIVE
WESTON, FLORIDA 33327
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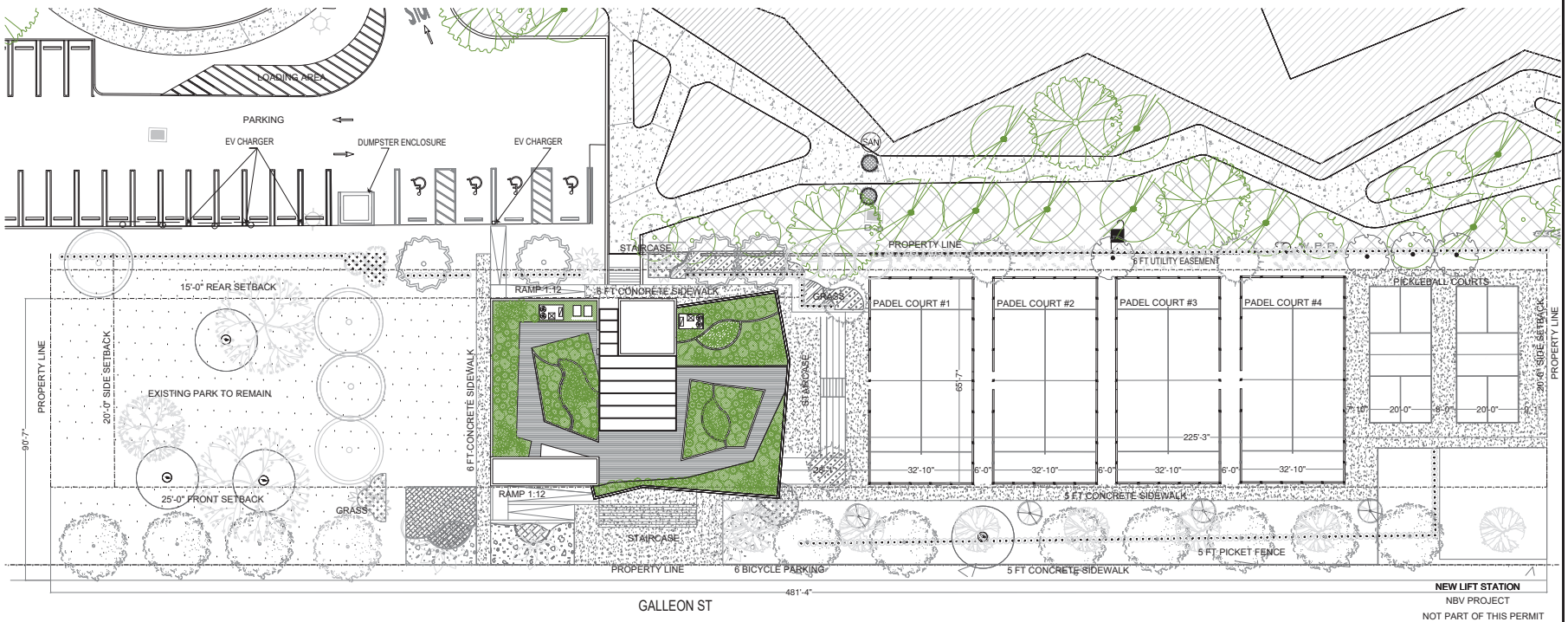
Architect

JAIME PLANA
SEAL

plot date:
04-01-2024

SHEET TITLE
OVERALL
SITE PLAN

A-1.0



GALLEON ST

ENLARGE SITE PLAN

NORTH

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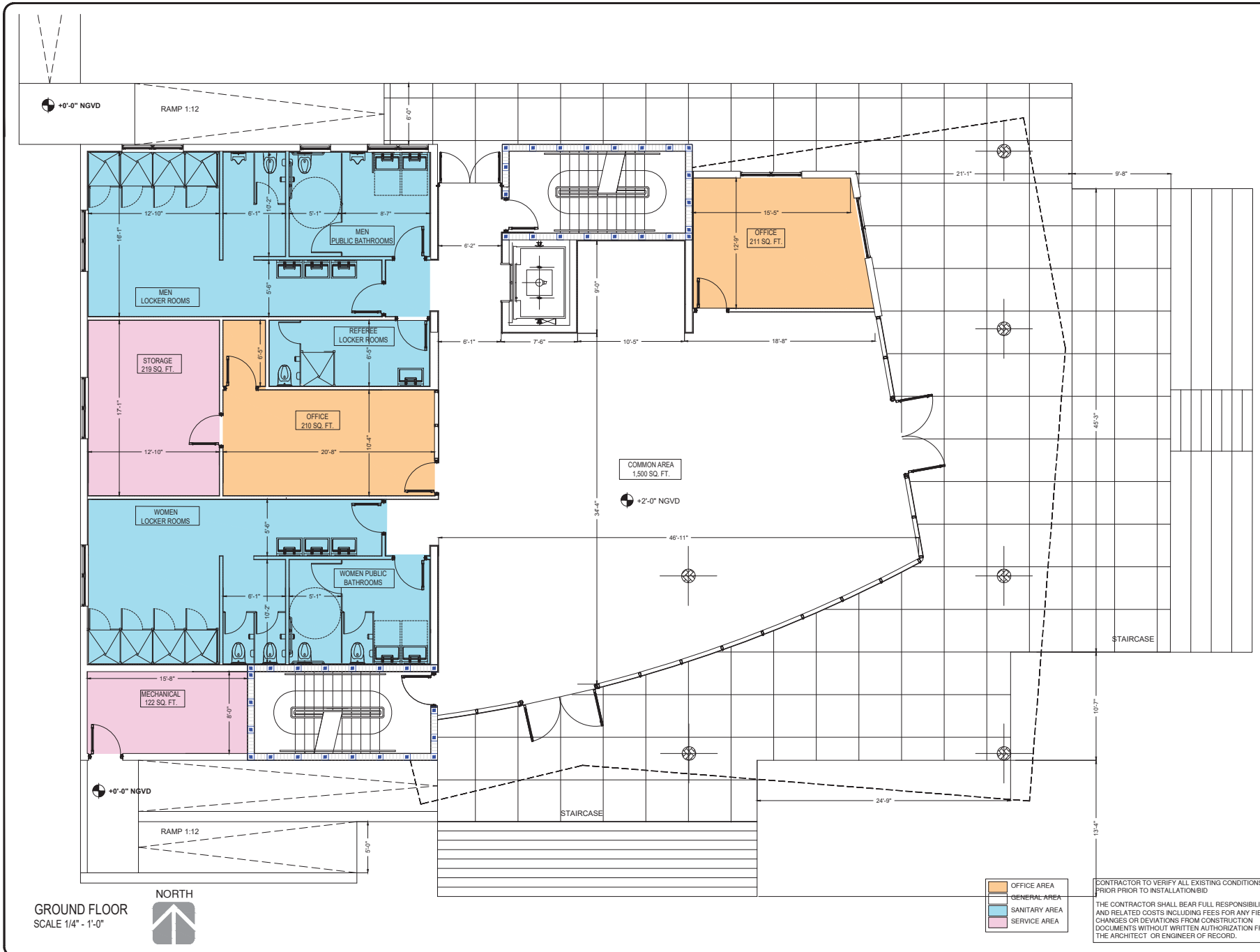
Architect:

JAIME PLANA
SEAL

plot date: 04-01-2024

SHEET TITLE
ENLARGE SITE PLAN

A-1.0.1



GROUND FLOOR
SCALE 1/4" - 1'-0"

NORTH

	OFFICE AREA
	GENERAL AREA
	SANITARY AREA
	SERVICE AREA

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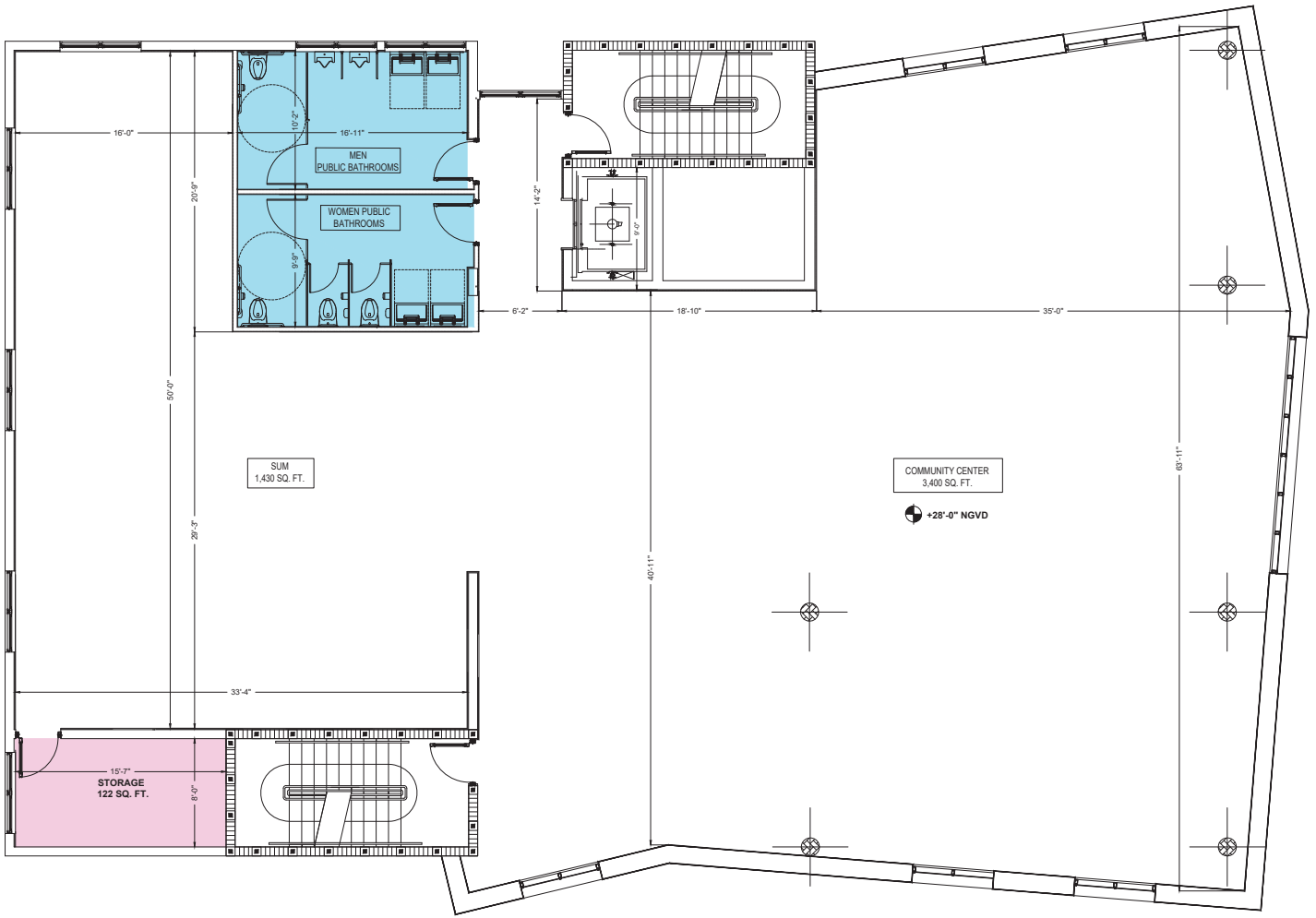
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SHEET TITLE
GROUND FLOOR PLAN

A-1.1



SECOND FLOOR
SCALE 1/4" - 1'-0"

NORTH

OFFICE AREA
GENERAL AREA
SANITARY AREA
SERVICE AREA

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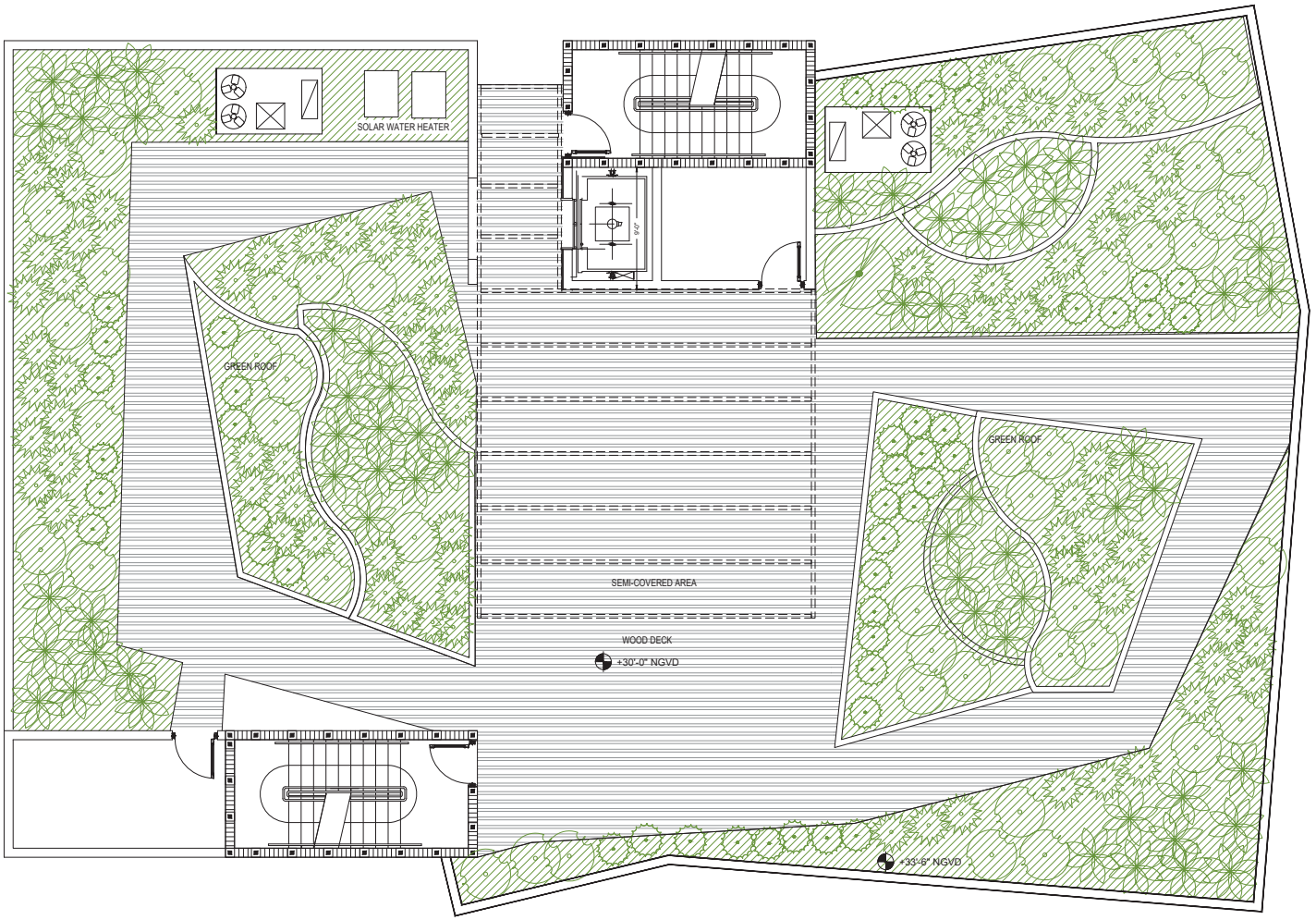
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SHEET TITLE

SECOND
FLOOR PLAN

A-1.2



TERRACE PLAN
SCALE 1/4" - 1'-0"

NORTH

OFFICE AREA
GENERAL AREA
SANITARY AREA
SERVICE AREA
GREEN AREA

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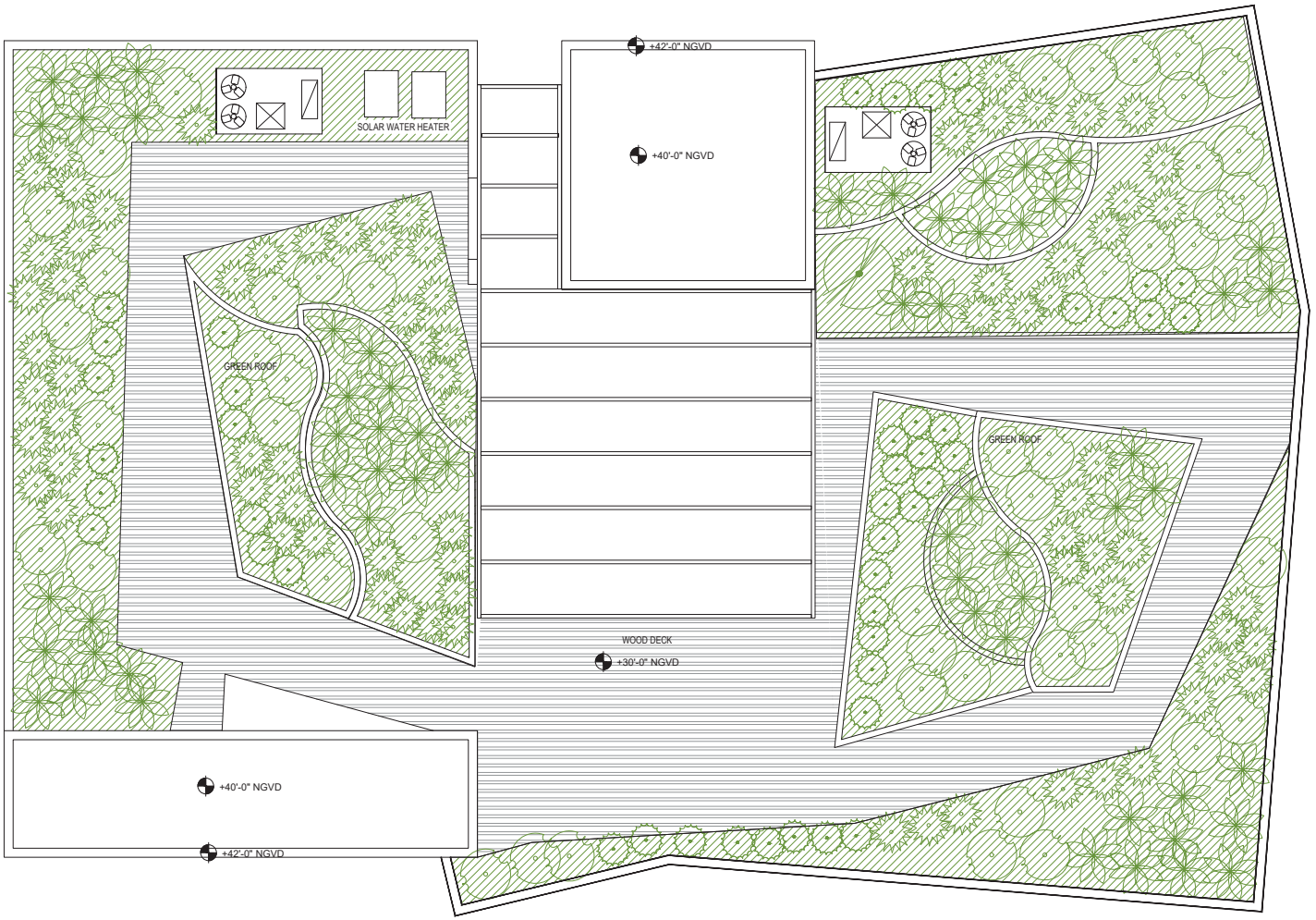
JAIME PLANA
SEAL

plot date:
04-17-2024

SHEET TITLE

TERRACE PLAN

A-1.3



NORTH

ROOF FLOOR PLAN
SCALE 1/4" - 1'-0"

	OFFICE AREA
	GENERAL AREA
	SANITARY AREA
	SERVICE AREA
	GREEN AREA

CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS PRIOR PRIOR TO INSTALLATION/BID

THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY AND RELATED COSTS INCLUDING FEES FOR ANY FIELD CHANGES OR DEVIATIONS FROM CONSTRUCTION DOCUMENTS WITHOUT WRITTEN AUTHORIZATION FROM THE ARCHITECT OR ENGINEER OF RECORD.

PLANA INTERNATIONAL
JAIME PLANA
ARCHITECT
FLORIDA LICENSE AR 9769
1053 SW 12th STREET
BOCA RATON, FLORIDA 33486
PHONE: (561) 447-8944 a.FAX (561) 447-4162
E MAIL: archplan@aol.com

CKM
340 CONSERVATION DRIVE
WESTON, FLORIDA 33327
PHONE: (954) 999-8085 a.FAX (866) 610-4414
E MAIL: construktomuse@hotmail.com

Project Name and Address:
PROPOSED SITE PLAN FOR
COMMUNITY CENTER
1851 GALLEON STREET
NORTH BAY VILLAGE, FLORIDA
Client Name
AFA / NORTH BAY VILLAGE

PROJECT No.
DRAWN BY:
FOLIO #:
CAD FILE: 03-29-2022

MARK	DATE	DESCRIPTION
A.B.		AS-BUILT
R.A.P.		REVISION AFTER PERMIT
B.D.C.		BUILDING DEPT. COMMENTS
C.C.		COORDINATION CHANGES
P.S.		PERMIT SET
D.D.		DESIGN DEVELOPMENT
P.H.		PUBLIC HEARING

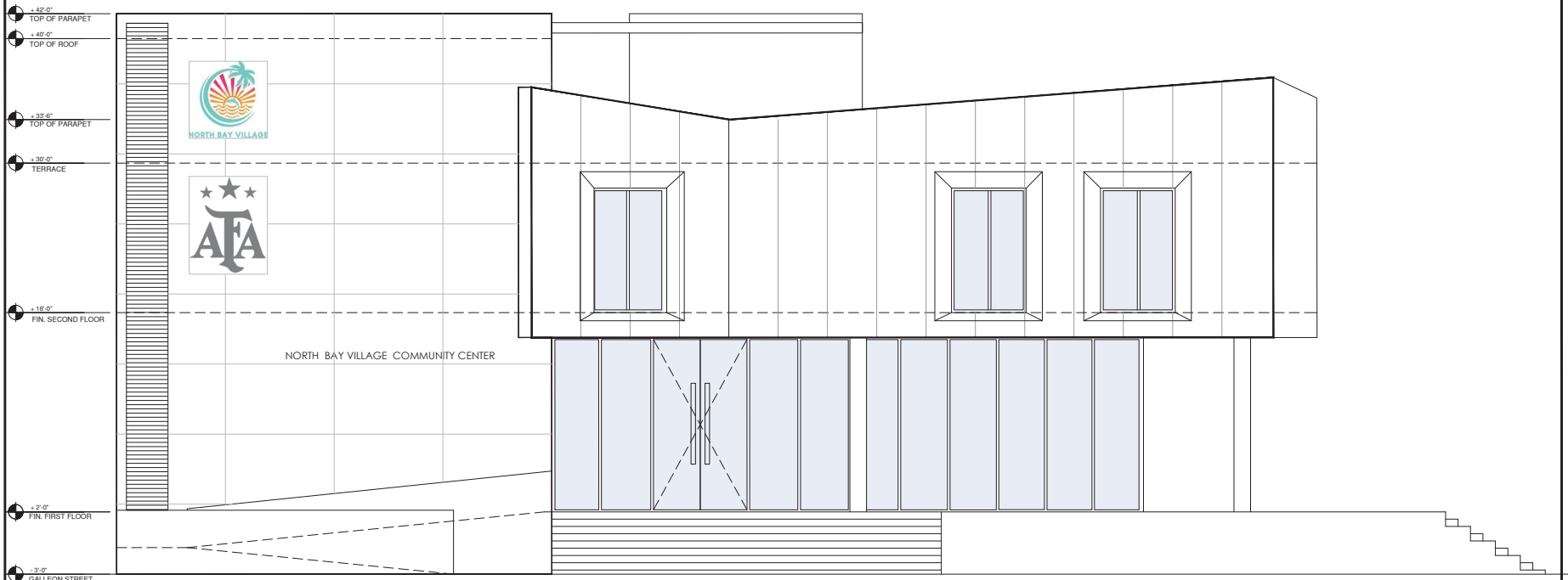
Architect:

JAIME PLANA
SEAL

plot date:
04-01-2024

SHEET TITLE
ROOF
FLOOR PLAN

A-1.4



SOUTH ELEVATION
SCALE 1/4" - 1'-0"

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JAIME PLANA
ARCHITECT
FLORIDA LICENSE AR 9769
1053 SW 12th STREET
BOCA RATON, FLORIDA 33486
PHONE: (561) 447-8344 a.FAX (561) 447-4162
E MAIL: archplan@aol.com

CKM
346 CONSERVATION DRIVE
WESTON, FLORIDA 33327
PHONE: (954) 999-6085 a.FAX (866) 610-4414
E MAIL: constrokomusa@hotmail.com

Project Name and Address:
PROPOSED SITE PLAN FOR
MIX-USE COMPLEX
8381 NW 22 AVENUE
MIAMI, FLORIDA
Client Name
HOUSING PROGRAMS, INC
FOLIOS #30-3110-035-1080 / 30-3110-035-1070

PROJECT No.
DRAWN BY:
FOLIO #:
CAD FILE: 03-29-2022

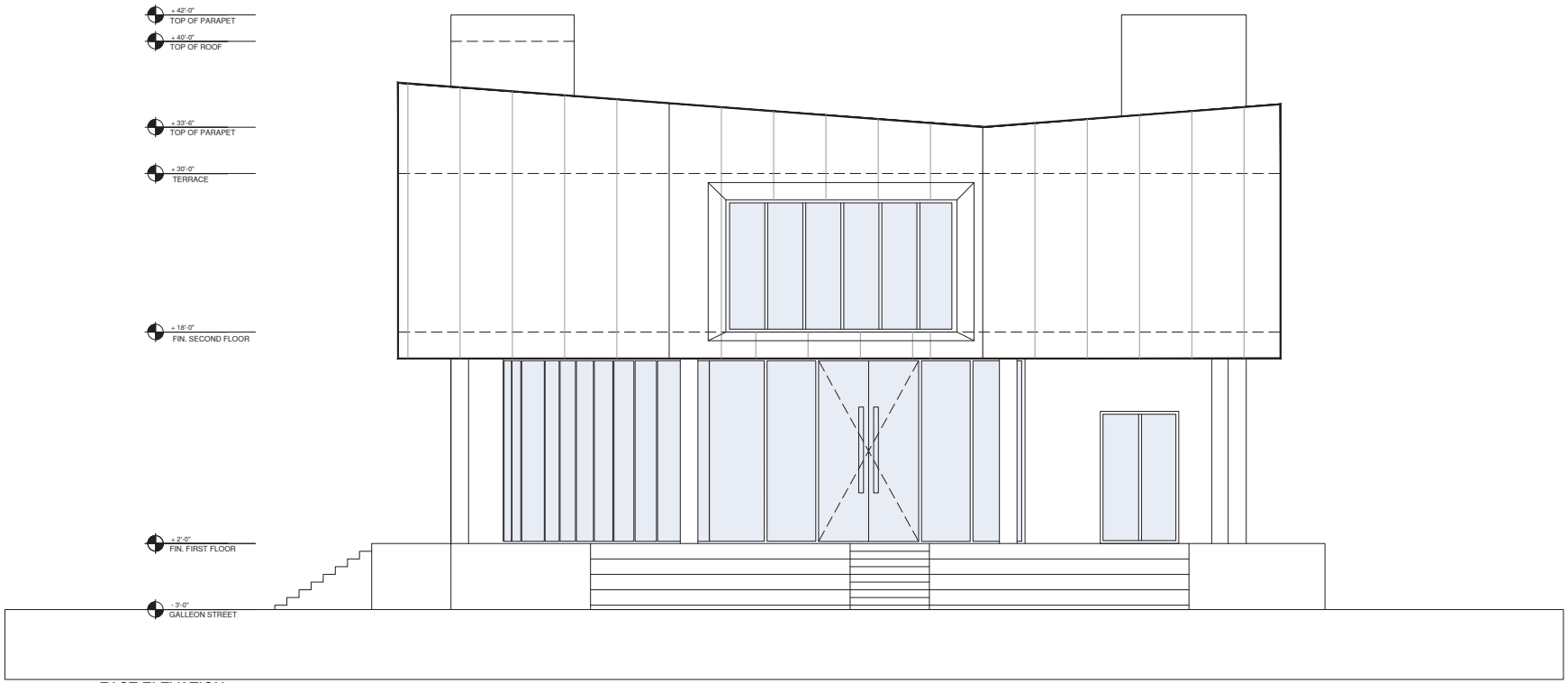
MARK	DATE	DESCRIPTION
A.B.		AS-BUILT
R.A.P.		REVISION AFTER PERMIT
B.D.C.		BUILDING DEPT. COMMENTS
C.C.		COORDINATION CHANGES
P. S.		PERMIT SET
D.D.		DESIGN DEVELOPMENT
P.H.		PUBLIC HEARING

Architect:

JAIME PLANA
SEAL

plot date:
04-01-2024

SHEET TITLE
ELEVATIONS
A-2.0



EAST ELEVATION
SCALE 1/4" - 1'-0"

CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS PRIOR PRIOR TO INSTALLATION/BID

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FLORIDA LICENSE AR 9769
1053 SW 12th STREET
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E MAIL: archplan@aol.com

CKM
346 CONSERVATION DRIVE
WESTON, FLORIDA 33327
PHONE: (954) 999-6085 a.FAX (866) 610-4414
E MAIL: construkcmusa@hotmail.com

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8381 NW 22 AVENUE
MIAMI, FLORIDA
Client Name
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FOLIOS #30-3110-035-1080 / 30-3110-035-1070

PROJECT No.
DRAWN BY:
FOLIO #:
CAD FILE: 03-29-2022

MARK	DATE	DESCRIPTION
A.B.		AS-BUILT
R.A.P.		REVISION AFTER PERMIT
B.D.C.		BUILDING DEPT. COMMENTS
C.C.		COORDINATION CHANGES
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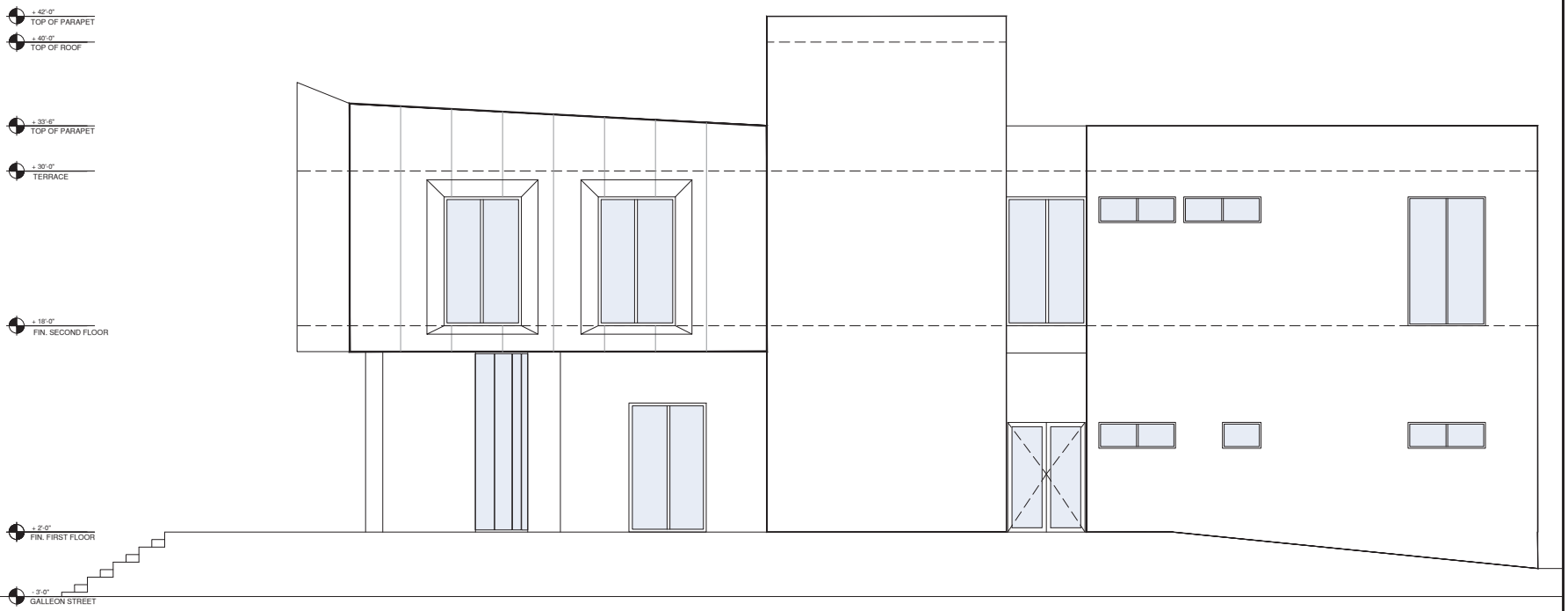
Architect:

JAIME PLANA
SEAL

plot date:
04-01-2024

SHEET TITLE

ELEVATIONS
A-2.1



NORTH ELEVATION
SCALE 1/4" - 1'-0"

CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS PRIOR PRIOR TO INSTALLATION/BID

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PHONE: (561) 447-8344 a.FAX (561) 447-4162
E MAIL: archplan@aol.com

CKM
340 CONSERVATION DRIVE
WESTON, FLORIDA 33327
PHONE: (954) 999-6085 a.FAX (866) 610-4414
E MAIL: construkcmusa@hotmail.com

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MIX-USE COMPLEX
8381 NW 22 AVENUE
MIAMI, FLORIDA
Client Name
HOUSING PROGRAMS, INC
FOLIOS # 30-3110-035-1060 / 30-3110-035-1070

PROJECT No.
DRAWN BY:
FOLIO #:
CAD FILE: 03-29-2022

MARK	DATE	DESCRIPTION
A.B.		AS-BUILT
R.A.P.		REVISION AFTER PERMIT
B.D.C.		BUILDING DEPT. COMMENTS
C.C.		COORDINATION CHANGES
P.S.		PERMIT SET
D.D.		DESIGN DEVELOPMENT
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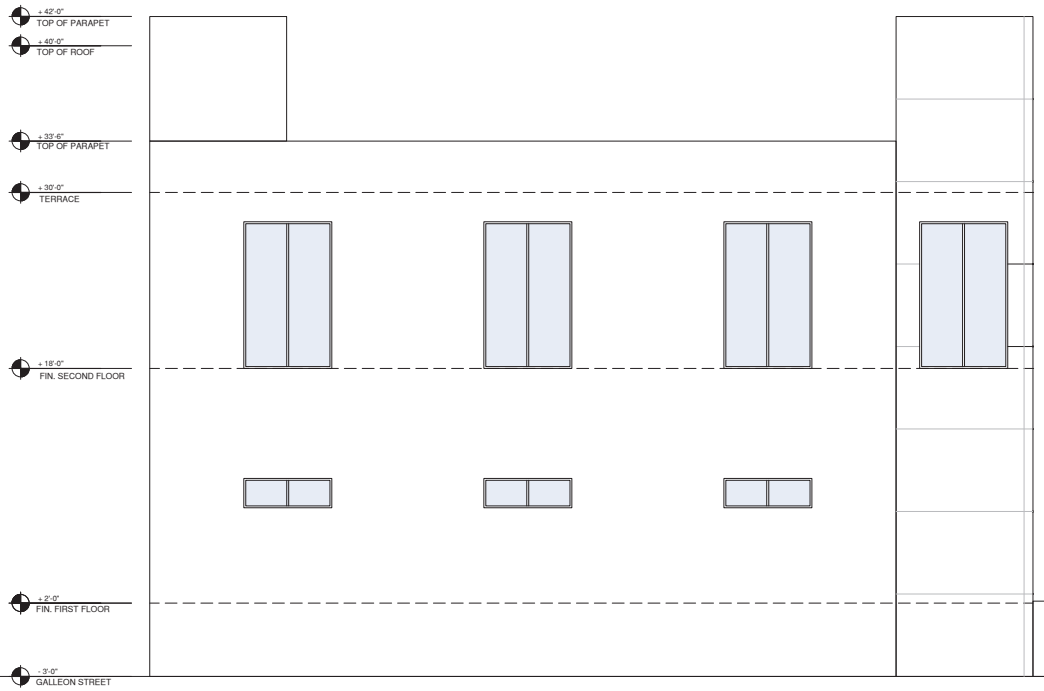
Architect:

JAIME PLANA
SEAL

plot date:
04-01-2024

SHEET TITLE

ELEVATIONS
A-2.2



WEST ELEVATION
SCALE 1/4" - 1'-0"

CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS PRIOR PRIOR TO INSTALLATION/BID

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JAIME PLANA
ARCHITECT
FLORIDA LICENSE AR 9769
1053 SW 12th STREET
BOCA RATON, FLORIDA 33486
PHONE: (561) 447-8344 a.FAX (561) 447-4162
E MAIL: archplan@aol.com

CKM
346 CONSERVATION DRIVE
WESTON, FLORIDA 33327
PHONE: (954) 999-6085 a.FAX (866) 610-4414
E MAIL: constrlukmusa@hotmail.com

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MIX-USE COMPLEX
8381 NW 22 AVENUE
MIAMI, FLORIDA
Client Name
HOUSING PROGRAMS, INC
FOLIOS #30-3110-035-1060 / 30-3110-035-1070

PROJECT No.
DRAWN BY:
FOLIO #:
CAD FILE: 03-29-2022

MARK	DATE	DESCRIPTION
A.B.		AS-BUILT
R.A.P.		REVISION AFTER PERMIT
B.D.C.		BUILDING DEPT. COMMENTS
C.C.		COORDINATION CHANGES
P.S.		PERMIT SET
D.D.		DESIGN DEVELOPMENT
P.H.		PUBLIC HEARING

Architect:

JAIME PLANA
SEAL

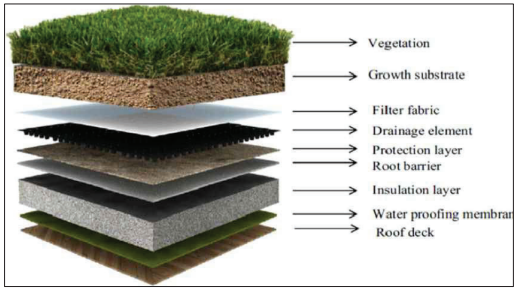
plot date:
04-01-2024

SHEET TITLE

ELEVATIONS
A-2.3



ENHANCED HURRICANE RESISTANT STRUCTURE



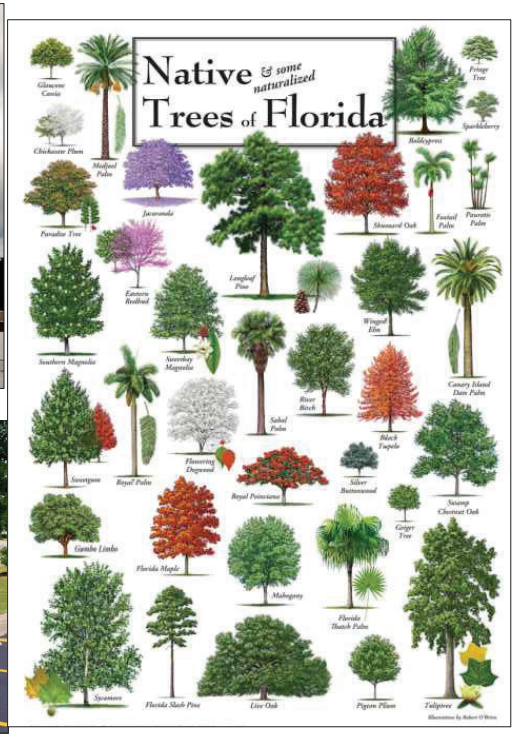
GREEN ROOF,50%



SOLAR WATER HEATER



ELECTRIC VEHICLE CHARGING STATION(S)



100% NATIVE PLANTS IN LANDSCAPING

DIVISION 5. GREEN BUILDING PROGRAM

GREEN DESIGN OPTION	POINTS	POINTS
ELECTRIC VEHICLE CHARGING STATION	2+	4
GREEN ROOF,50%	6	6
SOLAR WATER HEATER	2	2
ENHANCED HURRICANE RESISTANT STRUCTURE	4	4
ENERGY STAR RATING FOR ALL APPLIANCES/EQUIPMENT	4	4
100% NATIVE PLANTS IN LANDSCAPING	2	2
TOTAL POINTS		22

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ARCHITECT
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BOCA RATON, FLORIDA 33486
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E MAIL: archplan@aol.com

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340 CONSERVATION DRIVE
WESTON, FLORIDA 33327
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MIAMI, FLORIDA
Client Name
HOUSING PROGRAMS, INC
FOLIOS #30-3110-035-1060 / 30-3110-035-1070

PROJECT No.
DRAWN BY:
FOLIO #:
CAD FILE: 03-29-2022

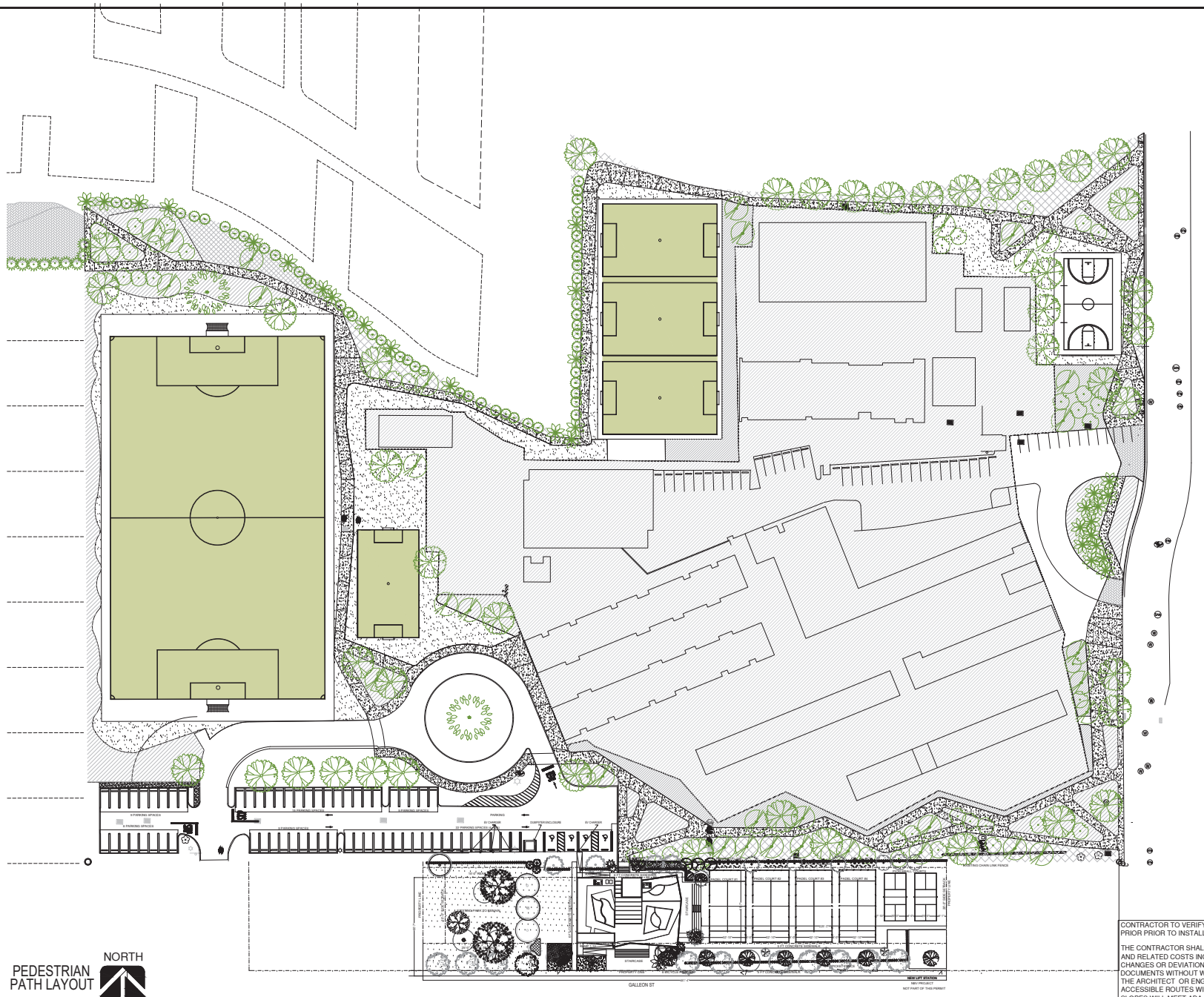
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R.A.P.		REVISION AFTER PERMIT
B.D.C.		BUILDING DEPT. COMMENTS
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D.D.		DESIGN DEVELOPMENT
P.H.		PUBLIC HEARING

Architect

JAIME PLANA
SEAL

plot date:
04-01-2024

SHEET TITLE
GREEN BUILDING PROGRAM
A-4.0



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ACCESSIBLE ROUTES WILL HAVE RUNNING AND CROSS SLOPES WILL MEET ADA STANDARDS

PLANA INTERNATIONAL
JAIME PLANA
ARCHITECT
FLORIDA LICENSE AR 9769
1053 SW 12th STREET
BOCA RATON, FLORIDA 33486
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Client Name
HOUSING PROGRAMS, INC
FOLIOS #:30-3110-035-1080 / 30-3110-035-1070

PROJECT No.
DRAWN BY:
FOLIO #:
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B.D.C.		BUILDING DEPT. COMMENTS
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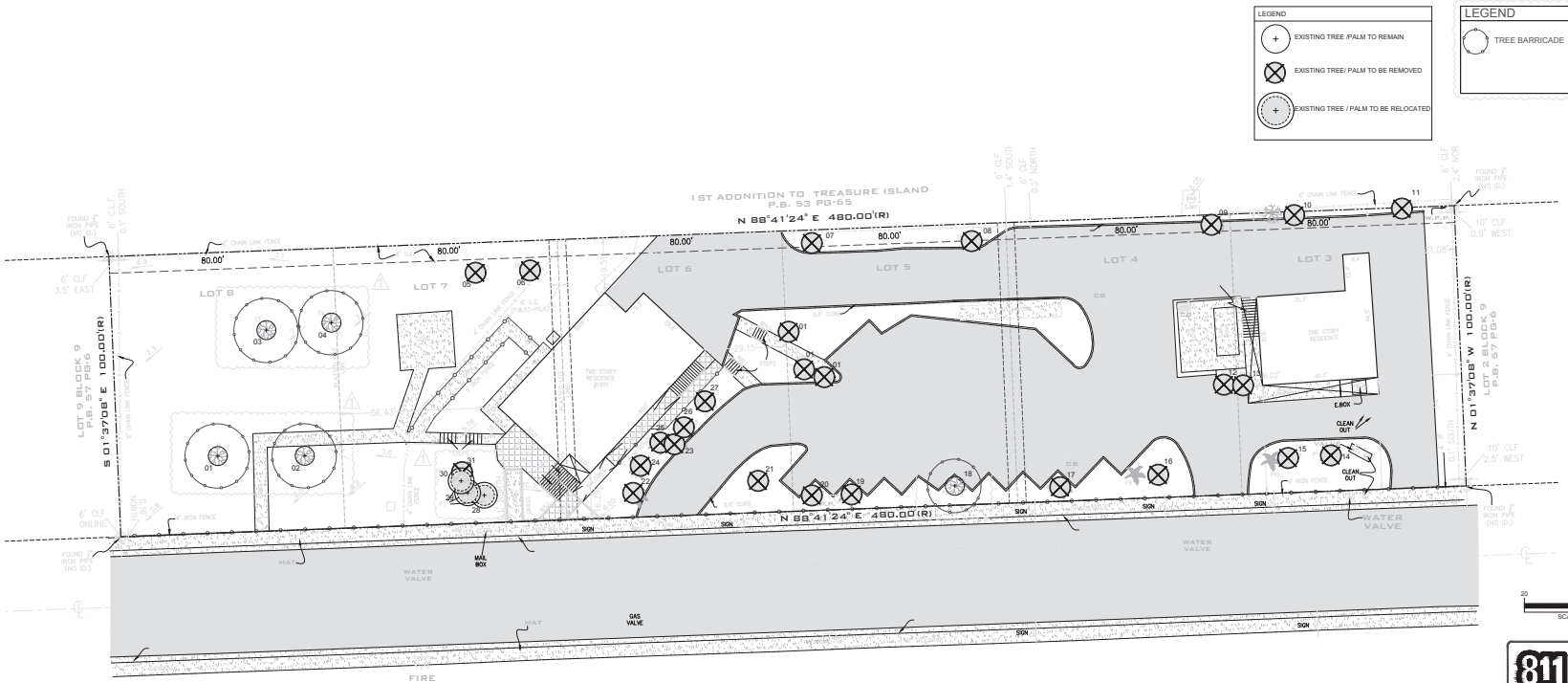
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SEAL

plot date:
04-01-2024

SHEET TITLE

CONCEPTUAL
TRAIL

A-6.0



TREE DISPOSITION LIST									
KEY	COMMON NAME	BOTANTICAL NAME	DIAMETER (INCHES)	HEIGHT (FT)	SPREAD (FT)	CANOPY (S.F.)	CONDITION (%)	DISPOSITION	NATIVE
1	Live Oak	Quercus virginiana	14	30	30	706.5	55%	REMAIN	X
2	Live Oak	Quercus virginiana	14	30	30	706.5	55%	REMAIN	X
3	Live Oak	Quercus virginiana	14	28	20	314.0	55%	REMAIN	X
4	Live Oak	Quercus virginiana	12	20	0	0.0	DEAD	REMOVE	X
5	Black Olive	Bucida buseras	24	30	25	490.6	55%	REMOVE	
6	Black Olive	Bucida buseras	24	30	25	490.6	55%	REMOVE	
7	Black Olive	Bucida buseras	16	30	30	706.5	40%	REMOVE	
8	Black Olive	Bucida buseras	16	30	25	490.6	50%	REMOVE	
9	Black Olive	Bucida buseras	13	30	20	314.0	45%	REMOVE	
10	Black Olive	Bucida buseras	8	15	18	254.3	50%	REMOVE	
11	Schefflera	Schefflera actinophylla	8	15	18	254.3	35%	REMOVE	
12	*Cocacnut Palm*	Cocos nucifera	9	30	14	153.9	50%	REMOVE	
13	*Cocacnut Palm*	Cocos nucifera	9	30	14	153.9	45%	REMOVE	
14	*Cocacnut Palm*	Cocos nucifera	10	20	12	113.0	50%	REMOVE	
15	*Cocacnut Palm*	Cocos nucifera	10	15	12	113.0	50%	REMOVE	
16	*Cocacnut Palm*	Cocos nucifera	15	7	8	50.2	40%	REMOVE	
17	Alexander Palm	Ptichosperma elegans	3	20	4	12.6	40%	REMOVE	
18	Black Olive	Bucida buseras	24	30	30	706.5	50%	REMOVE	
19	Alexander Palm	Ptichosperma elegans	6 Double	20	6	28.3	45%	REMOVE	
20	Alexander Palm	Ptichosperma elegans	6 Double	20	6	28.3	45%	REMOVE	
21	Black Olive	Bucida buseras	22	30	30	706.5	55%	REMOVE	
22	*Cocacnut Palm*	Cocos nucifera	9	15	14	153.9	50%	REMOVE	
23	*Cocacnut Palm*	Cocos nucifera	9	20	14	153.9	50%	REMOVE	
24	Alexander Palm	Ptichosperma elegans	3	25	5	19.6	50%	REMOVE	
25	Alexander Palm	Ptichosperma elegans	3	25	5	19.6	50%	REMOVE	
26	Alexander Palm	Ptichosperma elegans	3	25	5	19.6	50%	REMOVE	
27	Alexander Palm	Ptichosperma elegans	3	25	5	19.6	50%	REMOVE	
28	Sabal Palm	Sabal Palmetto	9	25	8	50.2	55%	RELOCATE	X
29	Sabal Palm	Sabal Palmetto	9	25	8	50.2	55%	RELOCATE	X
30	Sabal Palm	Sabal Palmetto	9	25	8	50.2	55%	RELOCATE	X
31	Schefflera	Schefflera actinophylla	11	25	10	78.5	50%	REMOVE	

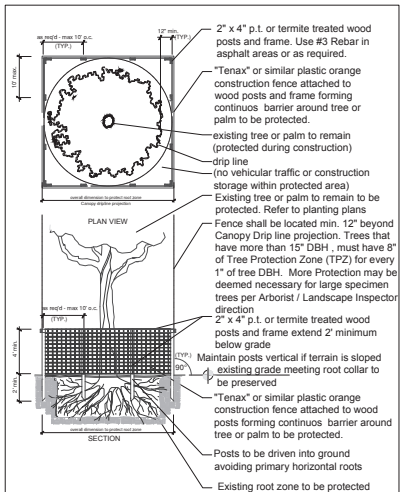
Total trees removed = 21 Trees and Palms (1 Dead), Total canopy area removed = 5,453 square feet
See chart below with tree replacements proposed:

Category of Replacem	Quantity Provided	Credit Subtotal
Shade Tree 1	6	3,000
Shade Tree 2		-
Palm Tree 1	0	-
Palm Tree 2	0	-
Small Tree	13	2,600
		5,600

SEE LANDSCAPE PLAN AND SCHEDULE FOR MITIGATION SPECIES AND SPECS

1) ROOT PREPARATION
A. Trees to be root pruned with clean, sharp equipment.
1. Maintain root pruned materials by watering, weeding, mowing, spraying, fertilizing, and other horticulture practices.
2. After root pruning, backfill with good rooting medium, fertilize with organic fertilizer to promote root growth.
3. Mulch to reduce weeds, discourage foot traffic, conserve moisture, and minimize temperature fluctuation.

B. Root Ball Size Chart: Root ball sizes shall be according to minimum standards set forth in Grades and Standards for Nursery Plants Part II, Palms and Trees, Florida Department of Agriculture.
1. Trees-Minimum Ball Sizes: DBH Minimum Ball Diameter
3-1/2" to 4" 28"
4" to 4-1/2" 30"
4-1/2" to 5" 32"
5" to 5-1/2" 34"
Larger sizes increase proportionally.



TEMPORARY FENCE TO REMAIN DURING CONSTRUCTION AND TO BE REMOVED AFTER CONSTRUCTION AND CLEAN UP COMPLETION

TREE PROTECTION ZONE (TPZ) Not To Scale
FOR EXISTING TREES TO REMAIN ADJACENT TO CONSTRUCTION

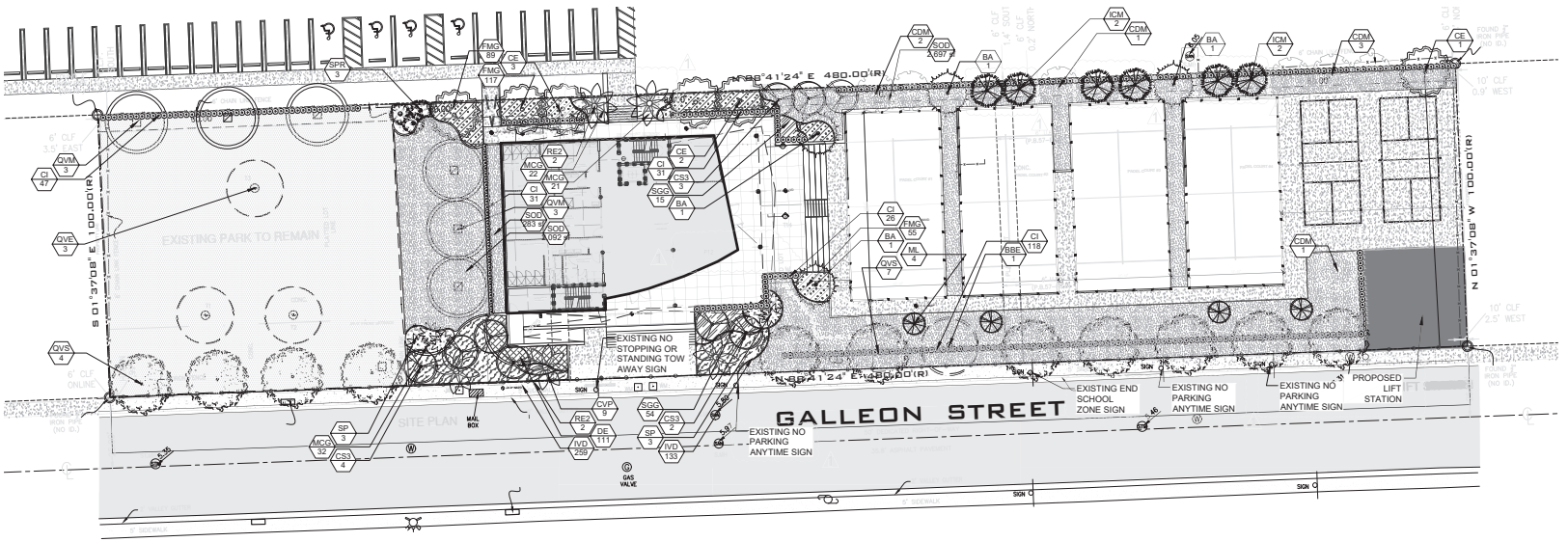
811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
It's fast, It's free, It's the law.
Call 811 two business days before digging

PROJECT NAME & LOCATION:
AFA SOCCER AND SPORT COMPLEX
1851 GALLEON STREET
NORTH BAY VILLAGE, FLORIDA

DISTRIBUTION:	DATE:
DRC COMMENTS	10-12-23

DRAWING NAME:
TREE DISPOSITION PLAN

DRAWING NUMBER:
L-200



PLANT SCHEDULE

CODE	QTY	BOTANICAL / COMMON NAME	CONTAINER	DBH	SIZE	NATIVE	DROUGHT TOLERANCE		DETAIL	REMARKS
TREES										
CE	6	Conocarpus erectus / Buttonwood	FG/B&B	3"Cal	12' HT. X 5' SPR.	Yes	High			
CS3	9	Conocarpus erectus sericeus / Silver Button Wood	FG/B&B	2" Cal.	12' Ht. x 5' Spr., Std.	Yes	High			
EXISTING TREES										
BBE	1	Bucida buceras / Black OliveTree	EXISTING			No	High			
QVE	3	Quercus virginiana / Southern Live Oak	EXISTING			Yes	High			
FLOWERING TREES										
BA	4	Bulnesia arborea / Verawood	FG/B&B	2"Cal	12' HT x 6' SPR	No	High			
ML	4	Magnolia grandiflora `Little Gem` / Dwarf Southern Magnolia	FG/B&B		10' HT x 5' SPR., STD	Yes	High			
MITIGATION TREES										
CDM	7	Coccoloba diversifolia / Pigeon Plum	FG/B&B	2"Cal	12' HT. X 5' SPR.	Yes	High			
ICM	6	Ilex cassine / Dahoon Holly	FG/B&B	2" Cal.	12' HT. X 5' SPR.	Yes	High			
QVM	6	Quercus virginiana / Southern Live Oak	FG/B&B	4"Cal	14' HT x 6' SPR	Yes	High			
PALM TREES										
SP	6	Sabal palmetto / Cabbage Palmetto	FG/B&B		14`-20` OA, Vary Heights	Yes	High			
RELOCATED PALMS										
SPR	3	Sabal palmetto / Cabbage Palmetto	Relocated			Yes	High			
STREET TREES										
QVS	11	Quercus virginiana / Southern Live Oak	FG/B&B	2.5" DBH	12' HT. X 5' SPR.	Yes	High			
RE2	5	Roystonea elata / Florida Royal Palm	---		10` G.W. MATCH HEIGHTS	Yes	High			
CODE	QTY	BOTANICAL / COMMON NAME	SIZE	CONTAINER	SIZE	NATIVE	DROUGHT TOLERANCE		DETAIL	REMARKS
SHRUBS										
CI	380	Chrysobalanus icaco / Coco Plum	-		30" HT. X 24" SPD	Yes	HIGH			
CODE	QTY	BOTANICAL / COMMON NAME	SIZE	CONTAINER	SIZE	NAITVE	DROUGHT TOLERANCE	SPACING	DETAIL	REMARKS
SHRUB AREAS										
CVP	9	Codiaeum variegatum `Petra` / Bravo Croton	-		24"HT x 24"SPR	No	High	24" o.c.		
DE	111	Duranta erecta `Gold Mound` / Gold Mound Duranta	-		24"HT x 24"SPR	Yes	High	18" o.c.		
FMG	411	Ficus microcarpa `Green Island` / Green Island Ficus	-		24"HT x 24"SPR	No	High	18" o.c.		
SGG	69	Schefflera arboricola `Gold Capella` / Gold Capella Arboricola	-		24"HT x 24"SPR	No	High	24" o.c.		
CODE	QTY	BOTANICAL / COMMON NAME	SIZE	CONTAINER	SIZE	NATIVE	DROUGHT TOLERANCE	SPACING	DETAIL	REMARKS
GROUND COVERS										
IVD	392	Ilex vomitoria `Stokes dwarf` / Dwarf Yaupon Holly	-		16" HT x 16" SPR @	Yes	High	18" o.c.		
SOD/SEED										
SOD	9,579 sf	Stenotaphrum secundatum `Floritam` / `Floritam` St. Augustine Sod	Sod							
TALL GROUND COVERS										
MCG	134	Muhlenbergia capillaris / Pink Muhly Grass	-	Yes	24" HT. x 24" SPR.	Yes	Medium	24" o.c.		

LANDSCAPE LEGEND

Zoning District: RM-40 - MULTIFAMILY — Total Lot Area: 48,000 s.f. 1.10 Acres

	REQUIRED	PROVIDED
OPEN SPACE		
A. Square feet of required open space required by Chapter 33, as indicated on site plan: Lot Area = 48,000 s.f. x 10 % = 4,800 s.f.	4,800 S.F.	21,000 S.F.
B. Square feet of parking lot open space required by Chapter 18A, as indicated on site plan: Number of parking spaces = x 10 s.f. per parking space = --	N/A	N/A
C. Total square feet of landscaped open space required by Chapter 33: A + B =	4,800 S.F. MIN.	21,000 S.F.
LAWN AREA CALCULATION	REQUIRED	PROVIDED
A. Square feet of landscaped open space, as required by Chapter 33: Lot Area =48,000 s.f. x 10 % = 4,800 s.f.	4,800 S.F. MIN.	21,000 S.F.
B. Maximum lawn area (sod) permitted = 60% Provided Open space =21,000 x 60% = 12,600 s.f.	12,600 SF MAX.	7,242 S.F.
TREES		
A. Number of trees required per net lot acre, including existing number of trees meeting minimum requirements 28 trees x 1.10 acres =	28 31	50
B. % palms allowed: Number of trees provided x 30% =	19 PALMS	14
C. % natives required: Number of trees provided x 30% =	19	60
D. % Drought tolerant and low maintenance: Number of trees provided x 50% =	33	65
E. Street Trees (maximum average spacing of 35' o.c.): Linear Feet along streets =480 / 35 = 15 % Palms permitted to count towards street trees on 1:1 basis x 30%	15 4.5 (12 PALMS)	15 3
F. Street Trees located directly beneath power lines:	0	0
G. Total Trees Required (A+E+F)	46	60
SHRUBS		
A. Number of shrubs required: Number of trees required x 10 =	460	980
B. % Native shrubs required: Number of shrubs provided by 30% =	294	491
C. % Drought tolerant and low maintenance shrubs required: Number of shrubs provided = 980 x 50%	490	980

NOTE: 19 Additional trees are provided above and beyond the required trees for mitigation.

20 0 5 10 20
SCALE: 1" = 20'

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
It's fast, it's free, it's the law.
Call 811 two business days before digging

LANDSCAPE ARCHITECT BRIAN E. GUELL LA 0666897 STATE OF FLORIDA

PROJECT NAME & LOCATION:
AFA SOCCER AND SPORT COMPLEX
1851 GALLEON STREET
NORTH BAY VILLAGE, FLORIDA

DISTRIBUTION:	DATE:
1.DRC COMMENTS	10-12-25

DRAWING NAME:
LANDSCAPE PLAN AND SCHEDULE

DRAWING NUMBER:
L-210

GENERAL PLANTING REQUIREMENTS

All sizes shown for plant material on the plans are to be considered Minimum. All plant material must meet or exceed these minimum requirements for both height and spread. Any other requirements for specific shape or effect as noted on the plan(s) will also be required for final acceptance.

All plant material furnished by the landscape contractor shall be Florida #1 or better as established by "Grades and Standards for Florida Nursery Plants" and "Grades and Standards for Florida Nursery Trees". All material shall be installed as per CSI specifications.

All plant material (except SOD) as included herein shall be warranted by the landscape contractor for a minimum period of 12 months,

All plant material shall be planted in planting soil that is delivered to the site in a clean loose and friable condition. All soil shall have a well drained characteristic Soil must be free of all rocks, sticks, and objectionable material including weeds and weed seeds as per CSI specifications.

Twelve inches (12") of planting soil 50/50 sand/topsoil mix is required around and beneath the root ball of all trees and palms, and 1 cubic yard per 50 bedding or groundcover plants.

All landscape areas shall be covered with Eucalyptus or sterilized seed free Melaleuca mulch to a minimum depth of three inches (3") of cover when settled. A four-inch clear space must be left for air between plant bases and the mulch. Cypress bark mulch shall not be used.

All plant material shall be thoroughly watered in at the time of planting; no dry planting permitted. All plant materials shall be planted such that the top of the plant ball is flush with the surrounding grade.

An irrigation plan shall be submitted for review and permitting at the time of building permit.

All landscape and lawn areas shall be irrigated by a fully automatic sprinkler system adjusted to provide 100% coverage of all landscape areas. All heads shall be adjusted to 100% overlap as per manufacturers specifications and performance standards utilizing a rust free water source. Each system shall be installed with a rain sensor.

It is the sole responsibility of the landscape contractor to insure that all new plantings receive adequate water during the installation and during all plant warranty periods. Deep watering of all new trees and palms and any supplementa watering that may be required to augment natural rainfall and site irrigation is mandatory to insure proper plant development and shall be provided as a part of this contract.

All plant material shall be installed with fertilizer, which shall be State approved as a complete fertilizer containing the required minimum of trace elements in addition to N-P-K, of which 50% of the nitrogen shall be derived from an organic source as per CSI specifications.

Contractors are responsible for coordinating with the owners and appropriate public agencies to assist in locating and verifying all underground utilities prior to excavation.

New landscape will need 3-4 applications of granular fertilizer per year and to take advantage of the growing season. Reduce the use of phosphorus as the season progresses. 50% of the nitrogen shall be derived from an organic source as per CSI specifications

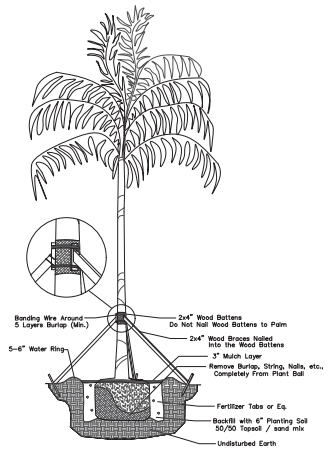
Please also note that the property is to be irrigated one day prior to fertilizer application and after fertilizing to prevent fertilizer root burn.

The plan takes precedence over the plant list.

SPECIAL INSTRUCTIONS

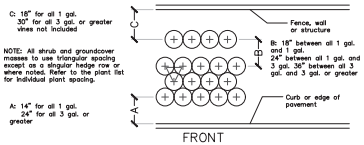
General site and berm grading to +/- 1 inch (1") shall be provided by the general contractor. All finished site grading and final decorative berm shaping shall be provided by the landscape contractor.

All sod areas as indicated on the planting plan shall receive Stenotaphrum secundatum, St. Augustine 'Palmetto' solid sod. It shall be the responsibility of the landscape contractor to include in the bid, the repair of any sod which may be damaged from the landscape installation operations.



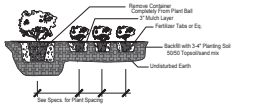
Palm Planting Detail

NTS



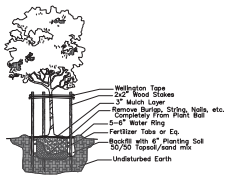
Typical Plant Spacing

NTS



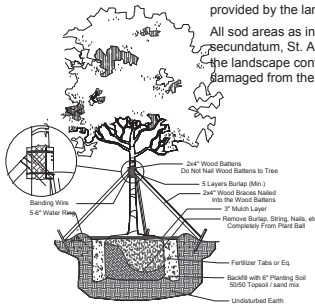
Shrub & Ground Cover Planting Detail

NTS



Small Tree Planting Detail

NTS



Large Tree Planting Detail

NTS

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
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Call 811 two business days before digging

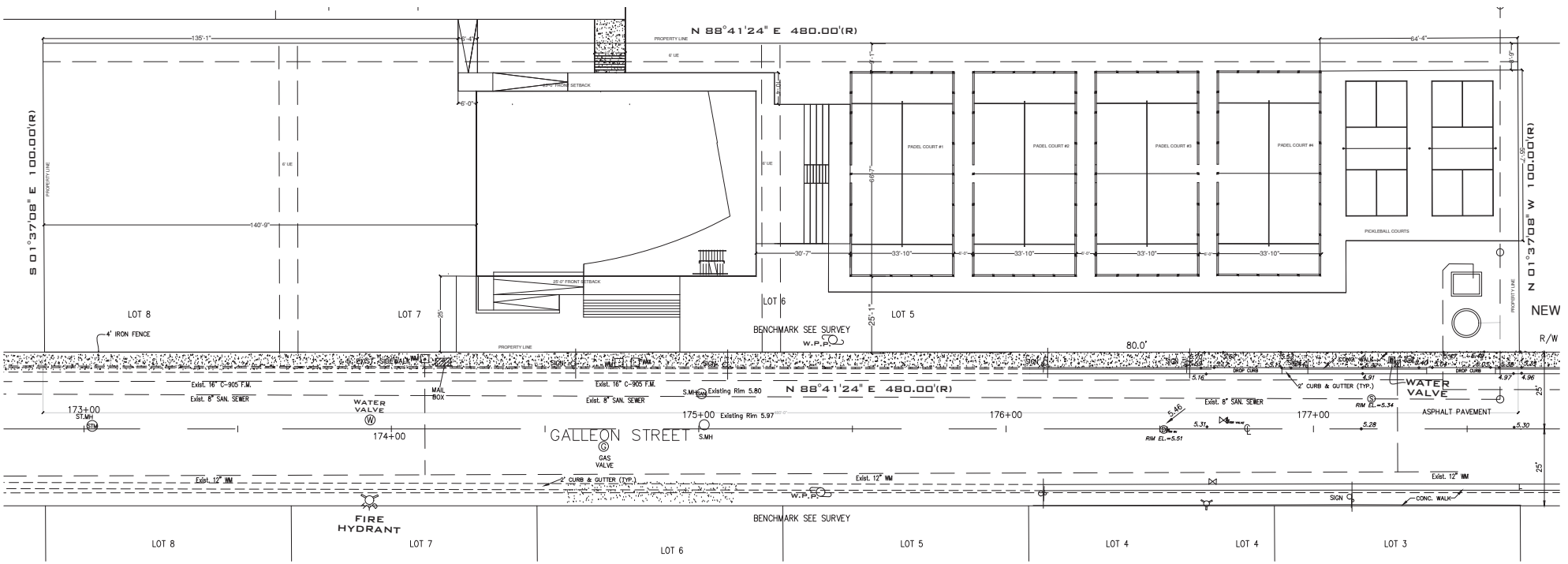
LANDSCAPE ARCHITECT BRIAN FUELL LA 0666897 STATE OF FLORIDA REGISTERED

PROJECT NAME & LOCATION:
AFA SOCCER AND SPORT COMPLEX
1851 GALLEON STREET
NORTH BAY VILLAGE, FLORIDA

DISTRIBUTION:	DATE:
CDRC COMMENTS	10-12-23

DRAWING NAME:
LANDSCAPE DETAILS AND NOTES

DRAWING NUMBER:
L-211



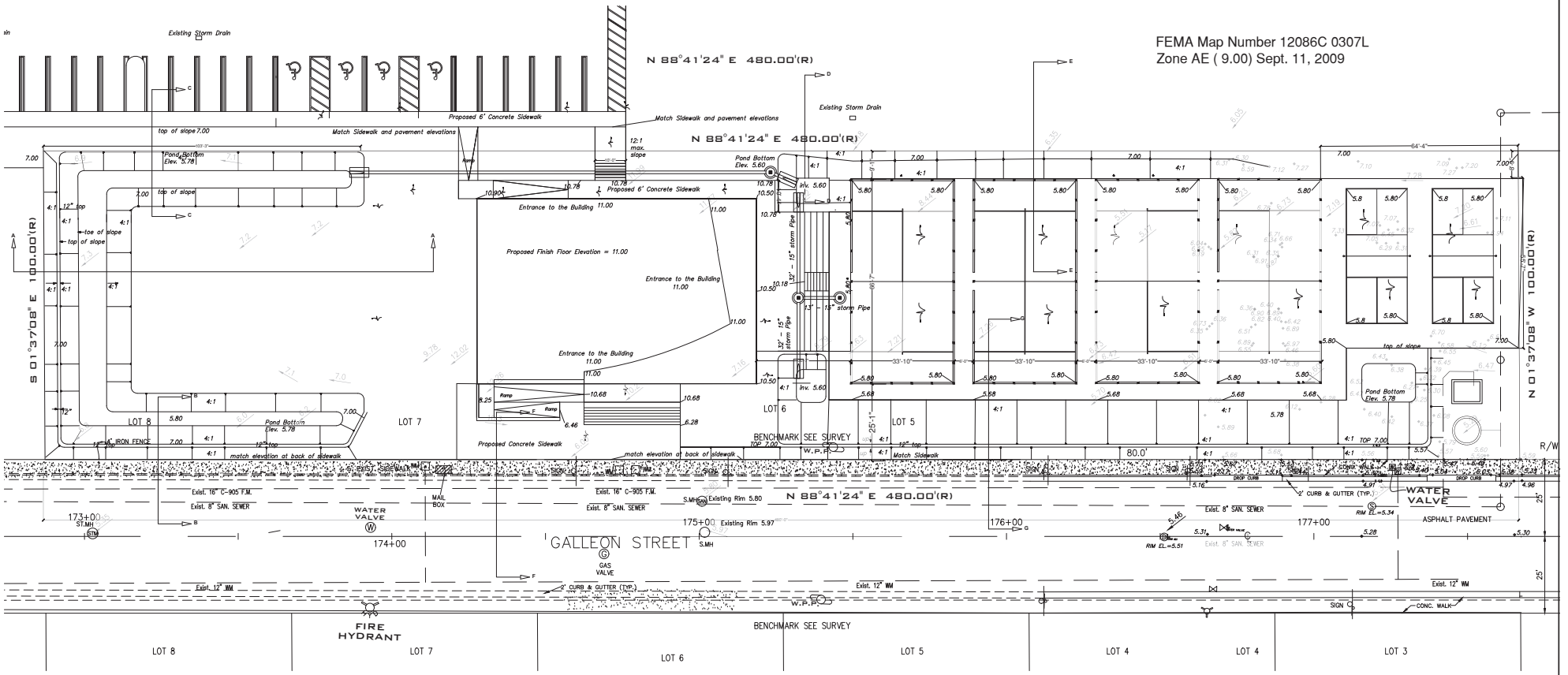
SCALE 1' = 1 / 16"

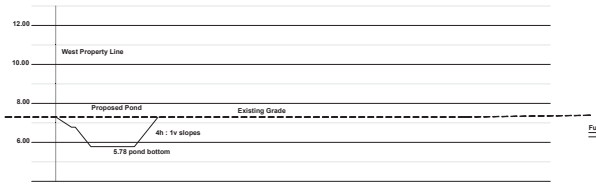
DENNIS F CRESS
CERTIFICATE
No.40939
STATE OF FLORIDA
PROFESSIONAL ENGINEER

Dennis F Cress, PE
SEAL

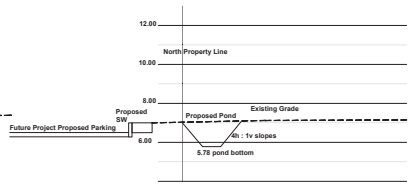
ENLARGED SITE PLAN	DRAWN: G.B. / DFC CHECKED: J.P. DATE: 6/20/2021 SCALE: 1" = 1 / 16" JOB. NO.: S300	PROJECT TITLE: SOCCER & SPORT COMPLEX @ NORTH BAY VILLAGE FLORIDA	Site Geometry	Revision 1 Tier 1 Comments from City 10/11/2023 Revision 2 Building 04/14/2024	Dennis F Cress PE 135 Morning Glory Drive LAKE MARY, FLORIDA 32746 PHONE: (954) 632-4158 E MAIL: dennisncress@gmail.com	PLANA INTERNATIONAL 1053 SW 129th STREET BOCA RATON, FLORIDA 33486 PHONE: (561) 447-8344 x FAX (561) 447-4162 E MAIL: archplan@aol.com	CONSTRUKOMUSA 346 CONSERVATION DRIVE WESTON, FLORIDA 33327 PHONE: (954) 500-9385 E MAIL: construkomusa@hotmail.com	C-1.0

FEMA Map Number 12086C 0307L
Zone AE (9.00) Sept. 11, 2009

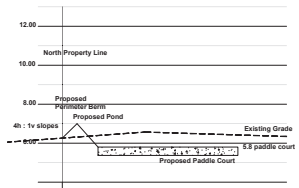




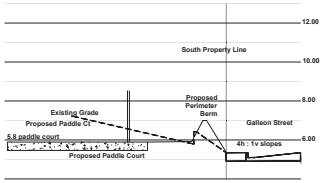
Section A - A nts



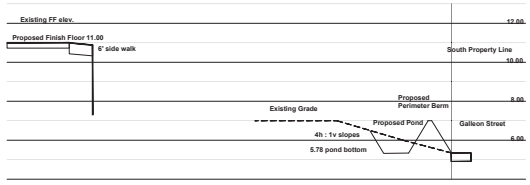
Section C - C nts



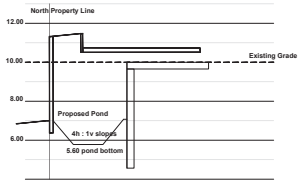
Section E - E nts



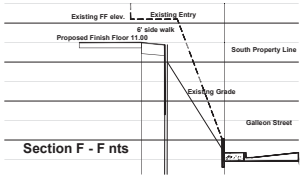
Section G - G nts



Section B - B nts



Section D - D nts



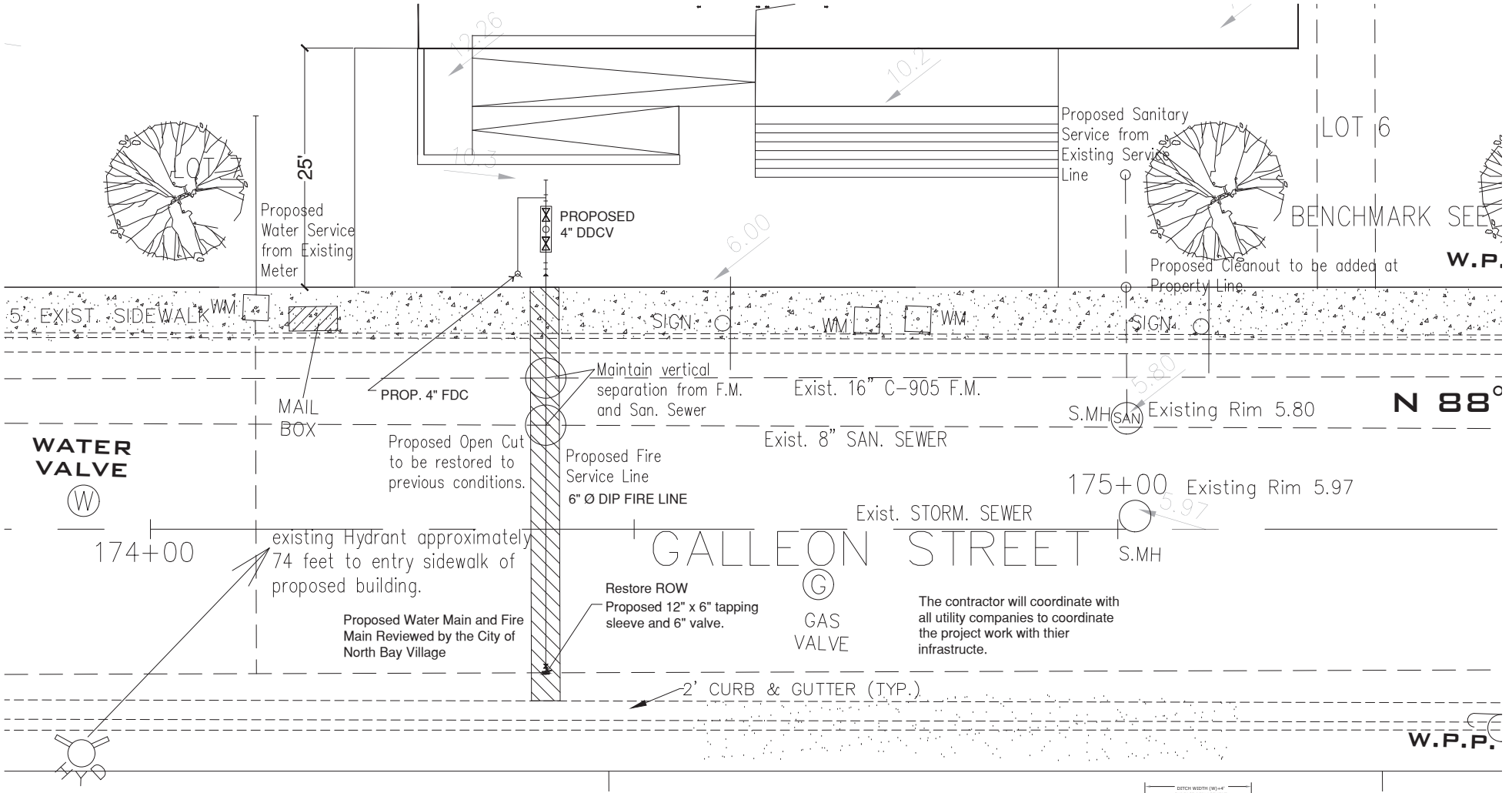
Section F - F nts

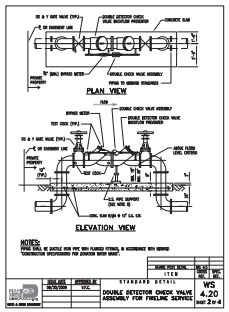
Tr (yrs)	Existing Stage FT	Proposed Stage FT
5yr 1 hr	6.15	5.90
5yr 24 hr	7.84	6.30
10yr 24 hr	8.00	6.40
25yr 3d	8.78	6.74
100yr 3d	9.30	6.94

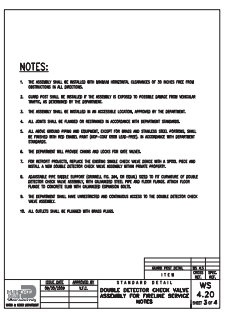
SCALE 1' = 1 / 16"

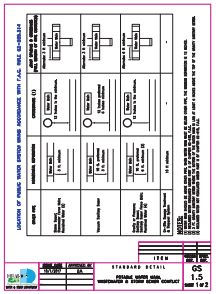
Dennis F Cress, PE
SEAL

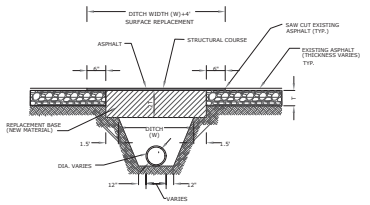
ENLARGED SITE PLAN	DRAWN: G.B. / DFC CHECKED: J.P. DATE: 6/20/2021 SCALE: 1' = 1 / 16" JOB. NO.: S300	PROJECT TITLE: SOCCER & SPORT COMPLEX @ NORTH BAY VILLAGE FLORIDA	PAVING, GRADING AND DRAINAGE	Revision 1 Tier 1 Comments from City 10/11/2023 Revision 2 Building 04/14/2024	Dennis F Cress PE 125 Morning Glory Drive LAKE MARY, FLORIDA 32746 PHONE: (954) 632-4159 E MAIL: dennicressce@gmail.com	PLANA INTERNATIONAL 1053 SW 13th STREET BOCA RATON, FLORIDA 33486 PHONE: (561) 447-0344 e.FAX (561) 447-4162 E MAIL: archplan@aol.com	CONSTRUKOMUSA 346 CONSERVATION DRIVE WESTON, FLORIDA 33327 PHONE: (954) 999-6085 E MAIL: construkomusa@hotmail.com	C-2.0











1. BASE MATERIAL OVER DITCH SHALL BE TWICE THE THICKNESS OF THE ORIGINAL.
2. BASE MATERIAL SHALL BE PLACED IN 6" MAXIMUM LAYERS (LOOSE MEASUREMENT) AND EACH LAYER THOROUGHLY ROLLED OR TAMPED TO 98% OF MAXIMUM DENSITY, PER AASHTO T-180.
3. ASPHALT CONCRETE PAVEMENT JOINTS SHALL BE MECHANICALLY SAW CUT.
4. SURFACE MATERIAL SHALL BE CONSISTENT WITH THE SURROUNDING SURFACE MATERIAL.
5. BASE MATERIAL SHALL HAVE A MINIMUM CARBONATE OF 70% (50% FOR LOCAL LIMEROCK).
6. SUBGRADE MATERIAL SHALL BE GRANULAR AND ANGULAR AND SHALL HAVE A MINIMUM L.BR. OF 40.
7. IF THE DITCH IS FILLED TEMPORARILY, IT SHALL BE COVERED WITH A 2" THICK ASPHALT CONCRETE PATCH TO KEEP THE FILL MATERIAL FROM RAVELING, UNTIL REPLACED WITH A PERMANENT PATCH.
8. FOR STATE ROADS REFER TO FDOT SPECIFICATIONS AND REQUIREMENTS.

SCALE 1' = 1 / 4"

Dennis F Cress, PE
SEAL

ENLARGED SITE PLAN	DRAWN: G.B. / DFC CHECKED: J.P. DATE: 6/20/2021 SCALE: 1" = 1 / 16" JOB. NO.: S300	PROJECT TITLE: SOCCER & SPORT COMPLEX @ NORTH BAY VILLAGE FLORIDA	SITE UTILITIES	Revision 1 Tier 1 Comments from City 10/11/2023	Dennis F Cress PE 125 Morning Glory Drive LAKE MARY, FLORIDA 32746 PHONE: (954) 632-4159 E MAIL: dennicressce@gmail.com	PLANA INTERNATIONAL 1053 SW 12th STREET BOCA RATON, FLORIDA 33486 PHONE: (561) 447-9344 x-FAX (561) 447-4162 E MAIL: archplan@aol.com	CONSTRUKOMUSA 346 CONSERVATION DRIVE WESTON, FLORIDA 33327 PHONE: (954) 599-6365 E MAIL: construkomusa@hotmail.com	C-3.0

Modifications to Galleon Street Community Center

Project Element		Unit	Original Galleon Design	New Galleon Design
Interior Square Footage (SF)	Total	SF	**21,203**	**10,061**
	Ground Floor	SF	7,068	4,256
	Second Floor	SF	7,068	5,805
	Third Floor	SF	7,068	
Exterior Square Footage (SF)	Courtyard Areas	SF	**16,221**	**16,220**
	Park Area and sidewalk	SF	**24,712**	**25,974**
	Semi covered area (ground floor)	SF		**1,550**
	Roof-semi covered Area	SF		**1,200**
# of Stories			**3**	**2**

~~**AMENDED AND RESTATED**~~

OPERATIONS AND MANAGEMENT AGREEMENT

(Galleon St. Property)

This~~ AMENDED AND RESTATED~~ OPERATIONS AND MANAGEMENT AGREEMENT (the "**Agreement**") is entered into on this _____, 2024 by and between NORTH BAY VILLAGE, a Florida municipal corporation (the "**Village**"), and ~~ASOCIACION DE FUTBOL ARGENTINO, an association~~PROJECT FOOTBALL LLC, a Florida limited liability company or a subsidiary to be formed ~~under~~in the ~~laws~~State of Florida specifically for the ~~Republic~~development and operation of ~~Argentina ("**AFA**~~the Project ("**PFL**"). The Village and ~~AFA~~PFL shall be referred to individually as a "**Party**" and/or collectively as the "**Parties**".

RECITALS:

A. The Village owns certain land on the north side of Galleon St. between Jewel Avenue and East Treasure Drive, as further described in **Exhibit "A"**, attached hereto and made a part hereof (the "**Galleon St. Lot**" or "**Project Site**").

B. On October 11, 2021, the Village received an unsolicited proposal from the ASOCIACION DEL FUTBOL ARGENTINO, an association formed under the laws of the Republic of Argentina ("**AFA**") to develop the Project Site. On November 9, 2021, in accordance with Fla. Stat. § 255.065, the Village issued Request for Proposals No. 2021-013 for "Development and Operation of a Sports Complex and Academy, Recreational Facilities, Municipal Offices, and Other Amenities." AFA was the only Party that responded to the Request for Proposals by the December 9, 2021 deadline. After additional due diligence concerning AFA's response, on February 17, 2022, the Village Commission authorized the Village Manager to negotiate with AFA to clarify and improve potential deal terms. On April 25, 2022, the Village Commission approved proposed terms to be included in this Agreement and the separate Development and Construction Agreement.

C. On September 21, 2022, the ~~Parties~~Village and AFA entered into that certain Development and Construction Management Agreement and that certain Operations and Management Agreement (the "**Original Agreement**"). The ~~Parties now intend to amend~~ Village and ~~restate~~ AFA agree that the Original Agreement ~~(~~is hereby terminated and ~~separately the Development Agreement)~~superseded in its entirety ~~to modify certain provisions of the Original Agreement to contemplate the possibility that a portion of the Village Facility (as defined below) may be leased to AFA~~by this Agreement.

D. Pursuant to the Development and Construction Agreement, the Village and ~~AFA~~PFL have agreed that ~~AFA~~PFL will pay for and manage the development and construction of the following improvements (the "**Improvements**") on the Project Site, which will be owned by the Village: (i) one building with a minimum of 10,000 gross square feet of office space, bathrooms, locker rooms, community center facilities and a rooftop seating area (such building, the "**Village Facility**"); and (ii) six Multi-Purpose courts, including 4 padel courts and 2 pickleball courts (such Multi-Purpose courts, the "**Multi-Purpose Courts**", and all of such Galleon St. Lot improvements, the "**Galleon St. Lot Improvements**").

E. ~~AFA~~PFL agreed to develop the Improvements at its sole cost and in exchange, except for certain costs that shall be paid by the Village, for being granted the privilege to, on a revocable, non-exclusive basis, manage and operate the Multi-Purpose Courts (such licensed improvements, the "**Facilities**") on the terms and for the purposes expressly set forth in this Agreement;

F. In exchange for the privilege to manage and operate the Facilities and generate revenue therefrom, ~~AFA agreed~~PFL agrees to (1) pay quarterly to the Village an amount equal to 5% of the Net Income (as such term is defined below) arising from its operation of the Multi-Purpose Courts; and (2) to provide certain additional services, described in further detail in the scope of services attached hereto as Exhibit B (the "**Services**"), for the benefit of the Village, on the terms set forth in this Agreement;

G. The Parties agree that the terms of this Agreement are in compliance with applicable laws and regulations, and are expressly subject to prior review, consideration and approval by the Village as a condition precedent to its execution.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

Article 1
EFFECTIVE DATE/CONTINGENCIES

1.1 Effective Date. This Agreement was executed on the date first set above, provided, however, that the obligations set forth in this Agreement shall become effective on the date of Completion of the Project (as such term is defined in the Development and Construction Agreement). Such date of Completion of the Project is hereinafter referred to as the "**Commencement Date.**"

1.2 Contingent. The Parties agree that this Agreement is contingent upon the execution of the Development and Construction Agreement and the Completion of the Project.

Article 2
LICENSE TO USE FACILITIES

2.1 Ownership of Facilities. At all times, the Village shall remain the sole owner of the Project Site, the Improvements and the Facilities. ~~AFA~~PFL shall recognize the Village's ownership of the Facilities in its promotional materials related to the Facilities by adding the Village's logo to any such promotional materials.

2.2 License to Use Facilities. Effective on the Commencement Date, the Village hereby grants ~~AFA~~PFL (in connection with the Galleon St. Lot) a revocable license (the "License") to enter upon the Project Site and the Improvements on the terms and conditions set forth herein for purposes of operating Multi-Purpose Courts and performing certain other services set forth in this Agreement. ~~AFA~~PFL ACKNOWLEDGES AND AGREES THAT NEITHER IT NOR ANY OF ITS AFFILIATES HOLD ANY REAL PROPERTY INTEREST IN THE PROJECT SITE OR ANY OF THE IMPROVEMENTS. ~~AFA~~PFL ACKNOWLEDGES AND AGREES THAT THE

LICENSE GRANTED HEREUNDER DOES NOT CONSTITUTE A LEASEHOLD INTEREST OR OTHER INTEREST IN LAND.

2.3 License Term. The License shall commence on the Commencement Date and continue thereafter so long as this Agreement remains in effect. In the event this Agreement is terminated for any reason, the License shall terminate automatically.

2.4 Village Right to Use Facilities. The License hereunder is granted on a non-exclusive basis and remains subject to the Village's right to use the Facilities for Village events or activities, as the Parties shall reasonably coordinate on or before November 30 of each calendar year for the following calendar year. The License is also subject to the public's right to use the Facilities.

2.5 Relationship. Nothing contained in this Agreement shall (a) create any partnership or joint venture between the Village and ~~AFA~~PFL and any third party, nor (b) otherwise create any express or implied obligation, liability, or duty by the Village, or to ~~AFA~~PFL or any affiliate, principal, agent, or employee of Village, except as expressly set forth in this Agreement.

2.6 ~~AFA's~~PFL's Use of Village Facility. ~~AFA~~PFL shall not exclusively use any portion of the Village Facility except as set forth in a separate agreement between ~~AFA~~PFL and the Village which may be entered into consistent with and subject to the requirements of the Village's Charter and its zoning ordinances.

Article 3
STANDARDS FOR THE OPERATION OF THE FACILITIES

3.1 General Standard of Operation. ~~AFA~~PFL shall operate the Facilities in an efficient, first class and reputable manner, consistent with top-tier athletic facilities in the Miami area and shall, except during reasonable periods for repairs, major maintenance, Special Events (as defined below) and closures for Force Majeure Events, keep the Facilities open to the public for business during Customary Business Hours except to the extent ~~AFA~~PFL may be prohibited from being open for business by Applicable Law. ~~AFA~~PFL shall have responsibility over the day-to-day operation of the Facilities and all activities carried out thereon.

3.2 Use of Agents or Subcontractors.

(a) With the prior written approval of the Village, which approval may be granted or withheld in the Village Manager's sole and absolute discretion, ~~AFA~~PFL may perform its obligations under this Agreement through agents, subcontractors or sublicensees (the "**Agents**") provided that ~~AFA~~PFL shall remain liable for such performance and shall indemnify the Village against any loss or damage suffered by the Village arising from any act or omission of such Agents. ~~AFA~~PFL shall properly supervise, train and direct any such Agents and shall be responsible for their punctual payment in order to avoid disruption to the Programming Schedule. Each Agent used by ~~AFA~~PFL in connection with the Facilities shall satisfy the insurance requirements set forth in Section 5.3. A list of pre-approved Agents is attached hereto as Schedule 1.

(b) Upon request by the Village after the engagement of each Agent, ~~AFA~~PFL shall furnish

the Village with a copy of a screening and background check, including a criminal background check for the Agent, its officials, agents, or employees providing services in connection with the Facilities. ~~AFA~~PFL shall be responsible for updating the Village in writing with any additions and deletions of the individuals authorized to provide services in connection with the Facilities. In the event that additional individuals are authorized to perform such services, the Consultant shall furnish the Village with a copy of a screening and background check, including a criminal background check, prior to such individual commencing such services. It shall be in the Village's complete and sole discretion as to whether the type of check and the results are acceptable.

3.3 Hours of Operation. For purposes of this Agreement, "**Customary Business Hours**" shall be as follows: Monday -Sunday, from 8AM to 12:00AM. The Village and ~~AFA~~PFL agree that ~~AFA~~PFL shall not use the Facilities prior to, or after, the Customary Business Hours.

3.4 Programming of Activities. ~~AFA~~PFL shall use the Facilities, or make the Facilities available for use to the public, as set forth in the programming schedule attached hereto as **Exhibit "C"** (the "**Programming Schedule**"), which Programming Schedule may be amended or supplemented from time to time as negotiated and agreed to in good faith by the Parties.

3.5 Programs and Events. Subject to Special Events (as defined below), ~~AFA~~PFL shall at all times ensure that the following activities are carried out on the Facilities:

(a) Facilities Use by Public. During the time blocks so designated in the Programming Schedule, ~~AFA~~PFL shall make the facilities available for use by the general public. ~~AFA~~PFL shall make the Facilities available to the public at the prices set forth in the price list attached hereto as Exhibit "D" (which price list may be amended from time to time by ~~AFA~~PFL subject to reasonable approval of the Village).

(b) Free Use of Facilities. During the time blocks so designated in the Programming Schedule, ~~AFA~~PFL shall make the facilities available for use by the general public at no cost. The Parties agree that if a Multi-Purpose court is not occupied 10 minutes after the commencement of the hour, it will become automatically available to Village residents at no charge for the remainder of the rental period.

3.6 Booking Facilities. ~~AFA~~PFL shall develop or license a web and mobile application to allow the general public to register for use of the Facilities (the "**Booking System**"). The Booking System will allow the general public to rent the facilities or reserve the Multi-Purpose courts for free use as set forth in Section 3.5. At all times, ~~AFA~~PFL shall provide the Village with unrestricted administrator access to the Booking System, provided, however, that the Village shall not make any changes or edits in the Booking System without ~~AFA's~~PFL's prior written approval. ~~AFA's~~PFL's personnel shall be responsible to check-in all users of the Facilities and ensure the orderly and fair use of the Facilities by all members of the general public.

3.7 Special Events. ~~AFA~~PFL may use the Facilities to hold special event (such events, "Special Events") disrupting the Programming Schedule up to 10 days per calendar year, unless otherwise authorized in writing by the Village. A request to hold a Special Event shall be sent to the Village ten (10) days prior to the proposed date of the Special Event.

3.8 Performance of Services. During the Term, ~~AFA~~PFL shall provide the Services set forth in the service proposal attached hereto as **Exhibit "B"** and incorporated herein by reference. ~~AFA~~PFL shall not receive compensation for the provision of such Services and it acknowledges that such Services are provided solely in consideration for the License provided hereunder. ~~AFA~~PFL hereby covenants that at all times during the Term it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for the Village as an independent contractor of the Village. Consultant further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

3.9 Maintenance of Facilities. ~~AFA~~PFL shall, at its sole cost and expense, maintain the Facilities (excluding the Village Facility) in good, clean and working condition, and make all needed repairs and replacements of and to all structural and non-structural portions of the Facilities. The Village shall, at its sole cost and expense, subject to budgeted funds, maintain the Village Facility in good, clean and working condition, and make all needed repairs and replacements of and to all structural and non-structural portions of the Village Facility, including but not limited to, the interior and exterior walls, exterior windows, plate glass, security systems, lighting and plumbing systems, fire safety systems, doors and door hardware of the Village Facility.

3.10 Compliance with Laws. With respect to the use of the Facilities, ~~AFA~~PFL shall be responsible, at its sole cost and expense, for compliance with the laws, rules, regulations, orders, ordinances, statutes, codes and requirements of all federal, state and local governmental or quasi-governmental entity with jurisdiction over the Facilities, including, without limitation, (i) all ordinances, codes, regulations, and requirements, including building codes, (ii) the Americans with Disabilities Act and the regulations issued pursuant thereto, and any similar Florida statutes governing accessibility, and any successor statutes (collectively, the "**Accessibility Laws**"), and (iii) the laws, rules, regulations, orders, ordinances, statutes, codes and requirements of any applicable fire rating bureau or other governmental or quasi-governmental entity performing similar functions (all of the foregoing being referred to collectively herein as "**Applicable Law**"), whether in force as of the date of this Agreement or which may hereafter be enacted, and which shall impose any duty with respect to the use, occupancy, or alteration of the Facilities. ~~AFA~~PFL shall procure, at its sole cost and expense, any permits and licenses required by Applicable Laws, for the transaction and/or conduct of business in the Facilities, ~~AFA's~~PFL's use and occupancy of the Facilities, accommodation of ~~AFA's~~PFL's employees, agents and contractors, and any installations or alterations made by ~~AFA~~PFL in or to the Facilities. At Village's request, ~~AFA~~PFL shall deliver to Village copies of all such permits and licenses and proof of ~~AFA's~~PFL's compliance with all Applicable Laws, as defined below.

3.11 Payment of Utilities. Beginning on the Commencement Date, ~~AFA~~PFL shall promptly pay all charges for electricity, water, gas, telephone service, sewerage service, HVAC and other utilities serving the portions of the Facilities (not including the Village Facility) and shall promptly pay any maintenance charges therefor. In connection with the Village Facility, the Village shall promptly pay all charges for electricity, water, gas, telephone service, sewerage service, HVAC and other utilities serving the portions of the Village Facility and shall promptly pay any maintenance charges therefor, except for the portions utilized by ~~AFA~~PFL not to include

the common areas and utility rooms. The determination of amounts to be paid for Utilities by ~~AFA~~PFL and the Village shall be based on meters located throughout the building. In the event that meters cannot be utilized to establish the amount each Party is responsible for, then a portion of all utility charges shall be equal to the ratio between the square footage of the Village Facility occupied by the Village (including all common areas and utility rooms) divided by the total square footage of the Village Facility. Each Party shall be responsible for paying its applicable utility charges.

3.12 Ad Valorem Taxes. The Village shall not be responsible for the payment of ad valorem taxes for the Facilities nor any portion thereof subject to shared use agreements. ~~AFA~~PFL agrees to execute any documentation or take such other action necessary to avoid creating an obligation to pay ad valorem taxes on the Facilities. If, for any reason whatsoever, the Village has to pay ad valorem taxes in connection with the Facilities, ~~AFA~~PFL agrees to reimburse the Village for an amount corresponding to such ad valorem taxes within five (5) days after payment of such ad valorem taxes is made by the Village.

Article 4
REVENUE SHARING

4.1 Village Fee. ~~AFA~~PFL shall pay to the Village for each calendar quarter during the Term an amount equal to five percent (5%) of Net Income (as defined below) from all programs, events, rentals and other activities strictly performed at the Facilities (the "**Village Fee**"). ~~AFA~~PFL shall submit to Village on or before the tenth (10) business day following the end of each calendar quarter during the Term hereof, a written statement signed by an officer or manager of ~~AFA~~PFL and certified by him or her to be true and correct, showing the amount of Net Income during the preceding calendar quarter ("**Statement of Net Income**"). During the Term, ~~AFA~~PFL shall pay the Village Fee to the Village on a quarterly basis, no later than thirty (30) days following the end of each calendar quarter.

4.2 Definition of Net Income. As used herein the term "**Net Income**" shall mean the amount, determined in accordance with U.S. Generally Accepted Accounting Principles applicable to the cash method of accounting of gross sales and other income arising out of the use of the Facilities collected by ~~AFA~~PFL, minus all operating expenses, other business expenses (strictly related to the use and operation of the Facilities), taxes and interest on debt . For the avoidance of doubt, in the calculation of Net Income, ~~AFA~~PFL shall not deduct costs incurred by ~~AFA~~PFL for the construction of the Facilities pursuant to the Development and Construction Agreement. For further avoidance of doubt, Net Income shall not include any income generated from ~~AFA~~PFL soccer academies operated outside of the Facilities, programs or events organized by ~~AFA~~PFL which take place outside of the Facilities.

4.3 Audit Rights. During the Term of this Agreement, up to two times per calendar year, on five (5) Business Days' notice and during regular business hours, the Village may at its own expense reasonably inspect, or have its attorney or accountant inspect and audit ~~AFA's~~PFL's books, records, and other documents as necessary to verify compliance with the terms and conditions of this Agreement, including, without limitation the accuracy of each Statement of Net Income submitted by ~~AFA~~PFL.

Article 5
INSURANCE

5.1 No Liability by Village. VILLAGE SHALL NOT BE LIABLE TO ~~AFA~~PFL OR TO ~~AFA'S~~PFL'S EMPLOYEES, AGENTS, CUSTOMERS OR INVITEES, OR TO ANY OTHER PERSON OR ENTITY WHOMSOEVER, FOR ANY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY (A) OCCURRING ON OR ABOUT THE FACILITIES ARISING OUT OF THE USE OR OCCUPANCY BY ~~AFA~~PFL, ITS EMPLOYEES, AGENTS, CUSTOMERS AND INVITEES, OF THE FACILITIES AND THE CONDUCT OF ~~AFA'S~~PFL'S BUSINESS THEREIN, UNLESS CAUSED BY THE GROSS NEGLIGENCE OR INTENTIONAL OR WILLFUL MISCONDUCT OF VILLAGE, ITS AGENTS OR EMPLOYEES, OR (B) ARISING OUT OF ANY BREACH OR DEFAULT BY ~~AFA~~PFL IN THE PERFORMANCE OF ITS OBLIGATIONS HEREUNDER, AND ~~AFA~~PFL INDEMNIFIES AND AGREES TO DEFEND AND HOLD VILLAGE HARMLESS FROM ANY LOSS, EXPENSE OR CLAIMS ARISING OUT OF SUCH DAMAGE, INJURY, DEATH OR LOSS.

5.2 No Liability by ~~AFA. AFA~~PFL. PFL SHALL NOT BE LIABLE TO VILLAGE OR TO VILLAGE'S EMPLOYEES, AGENTS, CUSTOMERS OR INVITEES, OR TO ANY OTHER PERSON OR ENTITY WHOMSOEVER, FOR ANY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY (A) OCCURRING ON OR ABOUT THE FACILITIES ARISING OUT OF THE USE OR OCCUPANCY BY VILLAGE, ITS EMPLOYEES, AGENTS, CUSTOMERS AND INVITEES, OF THE FACILITIES AND THE CONDUCT OF VILLAGE'S BUSINESS THEREIN, UNLESS CAUSED BY THE GROSS NEGLIGENCE OR INTENTIONAL OR WILLFUL MISCONDUCT OF ~~AFA~~PFL, ITS AGENTS OR EMPLOYEES, OR (B) ARISING OUT OF ANY BREACH OR DEFAULT BY VILLAGE IN THE PERFORMANCE OF ITS OBLIGATIONS HEREUNDER, AND VILLAGE INDEMNIFIES AND AGREES TO DEFEND AND HOLD ~~AFA~~PFL HARMLESS FROM ANY LOSS, EXPENSE OR CLAIMS ARISING OUT OF SUCH DAMAGE, INJURY, DEATH OR LOSS.

5.3 Insurance Requirements. ~~AFA~~PFL, at its sole cost and expense, shall procure and maintain throughout the Term the following insurance:

(a) a policy or policies of Comprehensive General Liability Insurance insuring both Village and ~~AFA~~PFL against all claims, demands or actions arising out of or in connection with ~~AFA's~~PFL's use or occupancy of the Facilities, or by the condition of the Facilities, the limits of such policy or policies to be in an amount not less than $2,000,000 in respect of any one occurrence and a General Aggregate limit of $5,000,000. Such policy must include products or completed operations liability, independent contractor coverage, non-owned and hired vehicle liability. Village shall have a policy or policies of Comprehensive General Liability Insurance insuring the Village against all claims, demands or actions arising out of or in connection with Village's use or occupancy of the Facilities, or by the condition of the Facilities, the limits of such policy or policies to be in an amount typically required of municipal corporations. Such policy must include products or completed operations liability, independent contractor coverage, non-owned and hired vehicle liability;

(b) "all-risk" or "special form" property insurance covering all of the Facilities and ~~AFA's~~PFL's personal property in, on or at the Facilities, including, without limitation, ~~AFA's~~PFL's trade fixtures and equipment, at the full replacement cost of the foregoing. Such policy must be written in amounts of coverage that meet any coinsurance requirements, must include vandalism and malicious mischief coverage;

(c) Worker's Compensation Insurance and Employer's Liability Insurance in the minimum amounts required by applicable state law, with all such policies containing waivers of subrogation in favor of Village; and

(d) coverage for all owned, non-owned, and hired vehicles, including the ownership, maintenance and operation thereof, and including loading and unloading thereof. The business automobile liability insurance must provide a combined single limit of $2,000,000.00 per occurrence. The policy shall contain the following endorsements (if available) in favor of Village:

(i) Waiver of Subrogation endorsement TE 2046A;
(ii) 30 day notice of Cancellation endorsement TE 0202A; and
(iii) Additional Insured endorsement TE 9901B.

All deductibles or self-insured retentions must be declared to and be reasonably approved by the Village. ~~AFA~~PFL shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim. All insurance policies are to be written by insurance companies qualified to do business in the State of Florida and shall name the Village as additional insured. ~~AFA~~PFL shall obtain a written obligation on the part of each insurance company to notify Village at least ten (10) days prior to cancellation of such insurance. Such policies or duly executed certificates of insurance shall be promptly delivered to Village and renewals thereof, as required, shall be delivered to Village at least thirty (30) days prior to the expiration of the respective policy terms.

The Parties agree that the Village shall carry insurance at its sole cost and expense to cover any and all liabilities similar to those described in this Article 5 and the same amounts currently held by the Village which shall include, but not be limited to, coverage for any and all events organized by the Village in the Facilities, during any general use of the Facilities at all hours (including during Customary Business Hours), use of the community center, and for any trespass by any person not authorized to be on the Facility grounds.

Article 6
DEFAULT AND REMEDIES

6.1 ~~AFA~~PFL Default. The following shall be deemed to be events of default ("**Default**") by ~~AFA~~PFL under this Agreement:

(a) the theft, fraud or other dishonesty of ~~AFA~~PFL;

(b) the gross negligence or willful misconduct of ~~AFA~~PFL;

(c) ~~AFA's~~PFL's failure to pay the Village Fee when due;

(d) ~~AFA's~~PFL's failure to pay when due any federal, state, and local taxes levied, charged or assessed against ~~AFA~~PFL in connection with any business or activity that ~~AFA~~PFL will operate from the Facilities;

(e) ~~AFA's~~PFL's failure to maintain the Facilities open for business as set forth in this Agreement;

(f) The dissolution of ~~AFA~~PFL or the sale, assignment, pledge or conveyance of this Agreement not previously approved by the Village in its sole discretion, which shall not be unreasonably withheld, or the placement of ~~AFA~~PFL, its principals or affiliates on the convicted vendors list, or if they are convicted of any crime involving moral turpitude;

(g) (i) any receiver, trustee or custodian shall be appointed for all or any substantial part of the property or assets of ~~AFA~~PFL; (ii) ~~AFA~~PFL shall commence any voluntary proceeding under present or future U.S. federal law or the bankruptcy laws of Argentina or under any other bankruptcy, insolvency or other laws respecting debtor's rights; or (iii) an "order for relief" or other judgment or decree by any court of competent jurisdiction is entered against ~~AFA~~PFL in any involuntary proceeding against ~~AFA~~PFL under present or future U.S. federal or Argentinian bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights, or any such involuntary proceeding shall be commenced against ~~AFA~~PFL and shall continue for a period of ninety (90) days after commencement without dismissal; or any act or omission of ~~AFA~~PFL that constitutes a breach of this Agreement and the failure by ~~AFA~~PFL to cure such breach within fifteen (15) days of written notice thereof from Village provided, however, that, if such failure is not reasonably capable of being cured within such fifteen (15) day period, and if ~~AFA~~PFL shall initiate diligent efforts to cure such failure within such fifteen (15) day period, and thereafter diligently shall pursue such cure, then such cure period shall be extended for such period of time as is reasonably necessary under the attendant facts and circumstances to cure such failure, such extension not to exceed, however, ninety (90) days in the aggregate.

(h) A default by ~~AFA~~PFL of its obligations under that certain Operations and Management Agreement between ~~AFA~~PFL and the Village for the TIES Property of even date herewith.

6.2 Village Remedies upon ~~AFA~~PFL Default. Upon the occurrence of any ~~AFA~~PFL Default described in Section 6.1 or elsewhere in this Agreement, the Village shall have the option to pursue, in addition to all rights and remedies available to the Village at law and in equity, the right to terminate this Agreement by providing ~~AFA~~PFL written notice and ten (10) business days to cure any ~~AFA~~PFL Default provided, however, that, if such failure is not reasonably capable of being cured within such ten (10) business day period, and if ~~AFA~~PFL shall initiate diligent efforts to cure such failure within such ten (10) business day period, and thereafter diligently shall pursue such cure, then such cure period shall be extended for such period of time as is reasonably necessary under the attendant facts and circumstances to cure such failure, such extension not to exceed, however, ninety (90) days in the aggregate.

Article 7
TERM AND TERMINATION

7.1 Term. This Agreement shall continue for a term of thirty (30) years (the "Term"), as extended or sooner terminated under the terms of this Agreement. If the Commencement Date falls on a day other than the first day of a month, then for purposes of calculating the length of the Term, the first month of the Term shall be the month immediately following the month in which the Commencement Date occurs.

7.2 Termination for Cause by the Village. If the Village terminates this Agreement upon the occurrence of an ~~AFA~~PFL Default pursuant to Section 6.2, ~~AFA~~PFL shall not be entitled to any compensation, reimbursement, or the recoupment of any costs sustained in the performance of this Agreement.

7.3 Termination without Cause by Village.

(a) This Agreement may be terminated by the Village without Cause in whole or in part at any time, as determined by the Village in its sole and absolute discretion.

(b) Upon Termination by Village without Cause or upon Termination due to Village Default (as defined below) both a "**NBV Termination**", ~~AFA~~PFL shall be entitled to a return of the total amount of actual, documented costs and expenses incurred by ~~AFA~~PFL, up to and not exceeding $6,500,000, in the development and construction of the Project ("**Investment Amount**") by ~~AFA~~PFL under the Development and Construction Agreement (not including any portion of the Village Contribution, as such term is defined therein). The Investment Amount shall be due in full if the NBV Termination occurs between the Commencement Date and the 10th anniversary from the Effective Date ("**First Period**"). If the NBV Termination occurs between the 10th anniversary of the Commencement Date and the 20th anniversary from the Commencement Date ("**Second Period**"), the Investment Amount shall be reduced by one-half ("**Reduced Investment Amount**"). If the NBV Termination occurs after the 20th anniversary from the Commencement Date ("**Third Period**"), the Investment Amount shall be fully abated and the Village will not owe such Investment Amount to ~~AFA~~PFL. The Investment Amount shall be paid by the Village within thirty (30) days from the date of termination.

(c) Additionally, upon the occurrence of a NBV Termination, the Village shall pay to ~~AFA~~PFL an annual amount equal to 7% of the Investment Amount per year remaining in the First Period, 7% of the Reduced Investment Amount per year remaining within the Second Period and 7% of the Reduced Investment Amount per year remaining in the Third Period such amount (the "**Expectation Fee**", and, together with the applicable Investment Amount, the "**Early Termination Fee**"). The Expectation Fee for the year of termination shall be due and payable to ~~AFA~~PFL within thirty (30) days after the end of such contract year. All subsequent Expectation Fee payments shall be due within thirty days after the end of the applicable contract year. For clarification purposes, please see a sample chart attached hereto as Schedule 2 using a hypothetical Investment Amount for illustrative purposes.

7.4 Termination by School District. In the event, during the Term of this Agreement, the School District terminates that certain Amended and Restated Joint Use Agreement between the Village and the School District (the "JUA"), the Parties agree that ~~AFA~~PFL may elect to terminate this Agreement or to continue operating Multi-Purpose Courts for purposes of offering sports programming activities to be determined based on an updated Programming Schedule. No Early Termination Fee will be due by Village to ~~AFA~~PFL in the event of termination by the School District.

7.5 ~~AFA~~PFL Indemnity Undertaking. ~~AFA~~PFL agrees to indemnify, defend (at its own cost and expense by defense counsel reasonably acceptable to the Village Attorney which approval must be timely) and hold harmless each Village Indemnitee (as defined herein) from and against any and all Liabilities that may be incurred by such Village Indemnitee by reason of, or in connection with, ~~AFA's~~PFL's Operation of the Facilities and any ~~AFA~~PFL Default under this Agreement. Exclusively for purposes of this Section, ~~AFA's~~PFL's Operation of the Facilities shall mean: (a) ~~AFA's~~PFL's management, operation and use of the Multi-Purpose Courts; (b) ~~AFA's~~PFL's use of a portion of the Village Facility. This indemnification provision shall obligate ~~AFA~~PFL to investigate, adjust, and respond (at its own expense) to any such claims, actions, demands and through investigatory, administrative, or appellate proceedings, and to any and all claims of liability and all suits and actions of every name and description covered by this Section, which may be brought against the Village whether performed by ~~AFA~~PFL or persons employed, utilized, or subcontracted by ~~AFA~~PFL. Notwithstanding the foregoing, ~~AFA's~~PFL's obligation to indemnify, defend and hold Village harmless hereunder shall not extend to liability caused solely by the willful misconduct or gross negligence of the Village or any person employed, utilized or subcontracted by the Village. This indemnification shall survive for 5 years from the date of this Agreement's termination. For purposes of this Agreement, the following terms have the following meanings:

(i) "**Village Indemnitee**" means each of the Village and its officers, directors, employees, and successors and assigns, jointly and severally, as well as any Village agency or instrumentality which performs any official function under this Agreement;

(ii) "**Liabilities**" means any and all, liabilities, indebtedness, obligations, expenses, claims, demands, actions, causes of action, suits, damages, costs, penalties, decrees, deficiencies, guarantees or endorsements of any type, whether accrued, absolute, contingent, matured, unmatured or otherwise (including costs and reasonable attorneys' fees and disbursements), and whether or not arising out of third party claims in connection with ~~AFA's~~PFL's use of the Facilities. Notwithstanding the foregoing, except in the event of theft, fraud or other dishonesty of ~~AFA~~PFL, the term "Liabilities" shall not include punitive or exemplary damages.

7.6 Village Default; Termination; Indemnity Undertaking.

(a) Village shall be in default under this Agreement ("**Village Default**") if Village fails to perform or observe any express, proprietary or non-sovereign duty, term, obligation or agreement of Village under this Agreement in any material respect, and fails to cure such failure within fifteen (15) days of written notice thereof from ~~AFA~~PFL; provided, however, that, if such failure is not reasonably capable of being cured within such thirty (30) day period, and if Village

shall initiate diligent efforts to cure such failure within such thirty (30) day period, and thereafter diligently shall pursue such cure, then such cure period shall be extended for such period of time as is reasonably necessary under the attendant facts and circumstances to cure such failure, such extension not to exceed, however, ninety (90) days in the aggregate or any lesser period required by any Governmental Authority or instrumentality to effect such cure. Upon the occurrence of a Default by Village, which is not cured by Village as set forth herein, ~~AFA~~PFL shall have the right to terminate this Agreement upon written notice of termination given by ~~AFA~~PFL and shall be entitled to the Early Termination Fee.

(b) ~~AFA~~PFL may terminate this Agreement at any time in the sole discretion of ~~AFA~~PFL effective upon written notice given by ~~AFA~~PFL in the event: (i) any receiver, trustee or custodian shall be appointed for all or any substantial part (i.e. more than 50%) of the property or assets of Village; (ii) Village shall commence any voluntary proceeding under present or future federal bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights; or (iii) an "order for relief" or other judgment or decree by any court of competent jurisdiction is entered against Village in any involuntary proceeding against Village under present or future federal bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights, or any such involuntary proceeding shall be commenced against Village and shall continue for a period of Ninety (90) days after commencement without dismissal.

7.7 Termination Obligations. Within ten (10) days of the expiration or earlier termination of this Agreement, or upon the termination or suspension of the engagement and services of ~~AFA~~PFL hereunder, ~~AFA~~PFL shall:

(a) Deliver to the Village, or a third party designated by Village, all materials, supplies, equipment, keys, contracts and documents, copies of all books of account and records regarding the operation of the Facilities, all permits and approvals, plans and specifications maintained or in the possession or control of ~~AFA~~PFL (except for ~~AFA's~~PFL's personal property both tangible and intangible which shall be removed by ~~AFA~~PFL) under this Agreement and/or pertaining to the Project (copies of which may be made and retained by ~~AFA~~PFL at ~~AFA's~~PFL's sole cost and expense);

(b) Assign any contract rights regarding the Project Site;

(c) Surrender the Facilities in good condition, reasonable wear and tear excepted, and loss by fire or other casualty excepted, and shall surrender all keys for the Facilities to Village and shall inform Village of all combinations on locks, safes and vaults, if any, in the Facilities; and

(d) Furnish all such information, take all such other action, and cooperate with Village as Village shall reasonably request in order to complete the orderly transfer of ~~AFA's~~PFL's services, duties, obligations and activities in connection with the Facilities.

Article 8
MISCELLANEOUS

8.1 No Third Party Beneficiaries. The rights granted under this Agreement shall be solely for the benefit of Village and each person comprising the Village Indemnitee, and ~~AFA~~PFL

and no other third party shall have any claim to any such right or benefit thereof.

8.2 Notices.

(a) Any and all notices, demands, consents, approvals, offers, elections and other communications required or permitted under this Agreement (collectively, "**Notices**") shall be deemed given if in writing and the same shall be given by a nationally recognized overnight delivery service, freight prepaid.

(b) All Notices required or permitted to be sent hereunder shall be deemed to have been given for all purposes of this Agreement (i) if delivered by hand upon the date of receipt or refusal, except that whenever under this Agreement a Notice is either received on a day which is not a business day or is required to be delivered on or before a specific day which is not a business day, the day of receipt or required delivery shall automatically be extended to the next business day, (ii) if delivered or sent by registered or certified mail, upon the earlier of the expiration of three (3) days after deposit in United States post office facilities properly addressed with postage prepaid or acknowledgment of receipt or (iii) if delivered via overnight courier, on the next business day after deposit with an overnight courier.

(c) All such Notices shall be addressed:

If to Village, to:

North Bay Village
Attn. Village Manager
North Bay Village Village Hall
1666 Kennedy Causeway
Suite 300
North Bay Village, FL 33141

With a copy to:

Weiss Serota Helfman Cole + Bierman
2800 Ponce De Leon, Suite 1200
Coral Gables, FL 33134
Attn. Haydee Sera, Village Attorney
Email: hsera@wsh-law.com

If to ~~AFA~~PFL, to:

Project Football LLC
777 Brickell Ave., Suite 1210
Miami, FL 33131
Attn: _____, Manager
Email: project@projectfootballsport.com

With a copy to (which shall not be considered notice):

Asociacion de Futbol Argentino
Viamonte 1366
CABA (C1053ACB)
Argentina
Attn: Claudio Fabian Tapia, President
Email: ~~ctapia@afa.org.ar~~project@projectfootballsport.com

With a copy to~~:~~ (which shall not be considered notice):

Fabian A. Pal, PA
777 Brickell Ave., Suite 1210
Miami, FL 33131
Attn: Fabian A. Pal, Managing Partner
Email: fpal@pal-law.com

(d) By Notice given as herein provided, the Parties hereto and their respective successors and assigns shall have the right from time to time and at any time during the term of this Agreement to change their respective addresses effective upon receipt by the other parties of such Notice and each shall have the right to specify as its address any other address within the United States of America.

8.3 Village Approvals. Any prior approvals required from the Village arising under this Agreement shall not be unreasonably withheld and will require Village approval within thirty (30) days from receipt of request by ~~AFA~~PFL unless earlier approval required ("**Approval Period**"). If the Village fails to approve or reject such request within the Approval Period, then it shall be considered approved by the Village. Notwithstanding the foregoing, ~~AFA~~PFL acknowledges that the Village cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights or obligations as they may relate to governmental requirements applicable to the Facilities. Nothing in this Agreement shall be deemed to create an affirmative duty of the Village to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its own governmental requirements. In addition, nothing in this Agreement shall be considered zoning by contract.

8.4 Headings. The headings in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

8.5 Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person, persons, Party or Parties may require.

8.6 Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term hereof, then such clause shall be deemed to be deleted therefrom, and the remainder of this Agreement shall not be affected thereby, and shall remain in full force and effect.

8.7 Assignment. The privileges granted to ~~AFA~~PFL under this Agreement are personal to ~~AFA~~PFL and may not be assigned without the prior written consent of the Village at its sole discretion. Any assignment of this Agreement shall not relieve ~~AFA~~PFL from liability under this Agreement and ~~AFA~~PFL shall be jointly and severally liable with assignee for the performance of its obligations under this Agreement. Any purported assignment in violation of the foregoing prohibition shall be void. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

8.8 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

8.9 Governing Law; Venue; Attorneys' Fees. This Agreement is made pursuant to all of the rights and obligations of the Parties hereto and all of the terms and conditions hereof shall be construed in accordance with and governed by the laws of the State of Florida without giving effect to conflicts of laws principles. Venue lies solely in Miami-Dade County, Florida. In the event of any litigation or other legal proceeding between the Parties arising under this Agreement, each Party shall be responsible for their respective attorneys' fees and costs.

8.10 Waiver. No consent or waiver, express or implied, by either Party to or of any breach or default by the other Party in the performance of this Agreement shall be construed as a consent or waiver to or of any subsequent breach or default in the performance by such other Party of the same or any other obligation hereunder.

8.11 Time of Essence. Time is of the essence of this Agreement.

8.12 No Partnership or Joint Venture. Nothing contained in this Agreement shall constitute or be construed to be or create a partnership or joint venture between Village and ~~AFA~~PFL.

8.13 Amendments. This Agreement may not be modified, altered or amended except pursuant to a written instrument executed by Village and ~~AFA~~PFL with the same formalities of this Agreement, including, without limitation, approval of the amendment by the Village Commission.

8.14 Agreement Not an Interest in Real Property. This Agreement shall not be deemed at any time to be an interest in real estate or a lien of any nature against the Project Site, the Improvements or the Facilities, which shall remain at all times the property of the Village. This Section shall be self-operative and no further instrument of subordination shall be required by any mortgagee, if any.

8.15 Counterparts. This Agreement may be executed in counterparts and all counterparts shall be considered part of one Agreement binding on all Parties hereto.

8.16 Days. Unless specifically called out in this Agreement to the contrary, all references to "days" shall refer to calendar days. If a date referenced in this Agreement falls on a Saturday, Sunday, state, or federal holiday, it shall be deemed to fall on the next business day.

8.17 Non-Discrimination. In the performance of its obligations under this Agreement,

~~AFA~~PFL shall comply with the provisions of any federal, state or local law prohibiting discrimination in housing on the grounds of race, color, sex, creed or national origin, including, without limitation, (i) Title VI of the Civil Rights Act of 1964 (Public Law 88-362, 78 Stat. 241), and all requirements imposed by or pursuant to HUD regulations (24 C.F.R., Subtitle A, Part 1) issued pursuant thereto, (ii) regulations issued pursuant to Executive Order 11063 and (iii) Title VIII of the 1968 Civil Rights Act.

8.18 **Jury Trial Waiver. TO THE FULLEST EXTENT NOT PROHIBITED BY APPLICABLE LAW WHICH CANNOT BE WAIVED, EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVES ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHT, POWER, REMEDY, OR DEFENSE ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PROJECT, WHETHER SOUNDING IN TORT OR CONTRACT OR OTHERWISE, OR WITH RESPECT TO ANY COURSE OR CONDUCT, COURSE OR DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF ANY PARTY RELATING TO THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A JUDGE AND NOT BEFORE A JURY. EACH OF THE PARTIES HERETO FURTHER WAIVES ANY RIGHT TO SEEK TO CONSOLIDATE ANY SUCH LITIGATION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER LITIGATION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. FURTHER, EACH OF THE PARTIES HERETO HEREBY CERTIFIES THAT NONE OF ITS REPRESENTATIVES, AGENTS OR ATTORNEYS HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT IT WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. EACH OF THE PARTIES HERETO ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION ARE A MATERIAL INDUCEMENT TO THE ACCEPTANCE OF THIS AGREEMENT BY THE OTHER PARTY HERETO.**

8.19 Drug Free Workplace. ~~AFA~~PFL shall at all times comply with, and shall use its good faith efforts to cause its employees to at all times comply with, the Federal Drug Free Workplace Act of 1988 or any regulations promulgated thereunder, including, without limitation, the regulations at 24 C.F.R. Part 24 (April 1, 1992).

8.20 Force Majeure. To the extent that the performance by either Party of any obligation under this Agreement is actually prevented, delayed, retarded or hindered by a "Force Majeure Event" (as hereinafter defined), and such Party promptly notifies the other Party of the existence of such Force Majeure Event and identifies the same to the other Party as a Force Majeure Event, then such Party's performance of such obligation shall be deferred by the lesser of (i) the period of time in which performance is so prevented, delayed, retarded or hindered, or (ii) twelve (12) months. "**Force Majeure Event**" refers to and includes any act of God or nature, an act of terrorism or war, suspension of government operations, extraordinary closure of government offices, general moratoria on development of the Project and other properties in the vicinity of the Project, strikes, civil disturbance, labor troubles, labor or materials shortage, or any other cause that is not within the reasonable control of ~~AFA~~PFL or Village, specifically excluding delays due to shortage or unavailability of funds or financial condition. The Parties expressly acknowledge and agree that the COVID-19 pandemic shall not be a Force Majeure Event under this Agreement,

except in case of a new COVID-19 variant or government-mandated lockdown.

8.21 Confidentiality and Publicity.

(a) This Agreement is subject to the Florida Public Records Act, Chapter 119, Florida Statutes. Village agrees not to disclose financial information regarding ~~AFA~~PFL or other information marked or stamped as being proprietary or confidential by ~~AFA~~PFL (such as, without limitation, general construction cost data, bank accounts maintained by ~~AFA~~PFL, or information regarding other projects constructed, developed, leased or managed by ~~AFA~~PFL) to any person or entity, except to the extent permitted herein or to the extent such disclosure is necessary for Village to comply with legal process and state law.

8.22 Authority. Each Party represents to the other that it has the power and authority to enter into this Agreement and that the person executing on its behalf has the power to do so and to bind it to the terms of this Agreement.

8.23 Covenant of Good Faith. The Parties affirm, agree and represent that will employ good faith and utilize fair dealing in the conduct all actions, undertakings and performance under this Agreement.

8.24 Compliance with Federal, State and Local Laws. ~~AFA~~PFL understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc., and certain professional standards for the applicable professions assisting local governments. Village and ~~AFA~~PFL agree to comply with and observe all applicable laws, codes, ordinances, and professional standards, as they may be amended from time to time. Additionally, ~~AFA~~PFL agrees to require ~~AFA's~~PFL's Consultants, along with its employees, its agents, consultants, contractors and its subcontractors to comply with and observe all applicable laws, codes, ordinances, and professional standards, as they may be amended from time to time.

8.25 Further Assurances. In addition to the obligations required to be performed under this Agreement by the Parties, the Parties shall perform from time to time such other acts, and shall execute, acknowledge and/or deliver such other instruments, documents and/or other materials, as may be reasonably required to consummate the transactions described in this Agreement.

8.26 Reaffirmation of Representations. AFA hereby reaffirms all of the representations contained in the Response to the RFP and related solicitation documents. PFL is a legal and a patrimonially independent company from AFA and does not have any type of corporate dependency nor affiliation of any nature. PFL has authorization for the use of shield, emblems, logos, symbols, images and other identifying elements of AFA. In addition, it has authorization for the development of the AFA International Football Academy. AFA shall oversee the use of its brand, image and the operation of the AFA International Football Academy and in the event that AFA is harmed by PFL's use, AFA may request that PFL cure the situation and, if appropriate, terminate the license. In such event, AFA shall authorize another party, subject to the Village approval, which shall not be unreasonably withheld, to continue to use the brand, image and the operation of the AFA International Football

Academy at the Project.

8.27 Entire Agreement. This Agreement, along with its exhibits contains the final and entire agreement between the Parties with respect to ~~AFA's~~PFL's engagement hereunder. The Parties shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, with respect to such engagement not contained in this Agreement.

8.28 Village's Sovereign Immunity. Notwithstanding anything to the contrary contained in this Agreement or in any exhibits attached hereto, it is expressly understood and agreed by and between the Parties that the Village does not waive its sovereign immunity and that Village's liability is subject to and in accordance with the limitations of Section 768.28, Florida Statutes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

~~**ASOCIACION DE FUTBOL ARGENTINO**, an association existing under the laws of the Republic of Argentina~~
PROJECT FOOTBALL LLC, a Florida limited liability company

By:_____
Name:_____
Title:_____

Attest:

_____
Village Clerk

NORTH BAY VILLAGE, a Florida municipal corporation

By:_____
Village Manager

Approved for legal form and sufficiency
for the use and benefit of the Village

By:_____
Weiss Serota Helfman Cole + Bierman P.L.
Village Attorney

JOINDER

AFA hereby joins in the execution of this Agreement solely to acknowledge the termination of the Original Agreement and the Reaffirmation under Section 8.26 herein.

ASOCIACION DEL FUTBOL ARGENTINO, an association existing under the laws of the Republic of Argentina

By:_____
Name:_____

Title:

SCHEDULE 1
APPROVED ~~AGENTS~~SUBSIDIARY

- ~~Project Football~~River Sea Finance Organization LLC, a Florida limited liability company

SCHEDULE 2
EXPECTATION FEE CALCULATION

Year	Investment Amount	Expectation Fee to be paid in the following years (annual payments)
1	$ 6,500,000	10 payments of $455,000
2	$ 6,500,000	9 payments of $455,000
3	$ 6,500,000	8 payments of $455,000
4	$ 6,500,000	7 payments of $455,000
5	$ 6,500,000	6 payments of $455,000
6	$ 6,500,000	5 payments of $455,000
7	$ 6,500,000	4 payments of $455,000
8	$ 6,500,000	3 payments of $455,000
9	$ 6,500,000	2 payments of $455,000
10	$ 6,500,000	1 payments of $455,000
11	$ 3,250,000	10 payments of $227,500
12	$ 3,250,000	9 payments of $227,500
13	$ 3,250,000	8 payments of $227,500
14	$ 3,250,000	7 payments of $227,500
15	$ 3,250,000	6 payments of $227,500
16	$ 3,250,000	5 payments of $227,500
17	$ 3,250,000	4 payments of $227,500
18	$ 3,250,000	3 payments of $227,500

19	$ 3,250,000	2 payments of $227,500
20	$ 3,250,000	1 payment of $227,500
21	None	10 payments of $227,500
22	None	9 payments of $227,500
23	None	8 payments of $227,500
24	None	7 payments of $227,500
25	None	6 payments of $227,500
26	None	5 payments of $227,500
27	None	4 payments of $227,500
28	None	3 payments of $227,500
29	None	2 payments of $227,500
30	None	1 payment of $227,500

EXHIBIT A

PROJECT SITE

- The Galleon Street site consists of an approximately 48,000 square-foot (1.10 acres) parcel, with address documented as 1851 Galleon Street, North Bay Village. This site is developed with municipal facilities, including an approximately 10,000 square-foot mini-park and playground; a structure that lately housed the North Bay Village Police Communications Center (now relocated), and the Village's Public Works storage yard and wastewater pump station facility. The above-ground pump station is expected to be demolished and placed underground in/by August of 2024, thereby making that portion of the site available for recreational use.



EXHIBIT B

ADDITIONAL SERVICES

SERVICE	DESCRIPTION
~~AFA~~PFL-organized events for the public throughout the year	Two events will be organized per calendar year, per mutual agreement of NBV and ~~AFA~~PFL annually.

EXHIBIT C

PROGRAMMING SCHEDULE

Galleon Padel and Pickleball Courts		
Day	**Time**	**Activity**
Mon-Sun	8 am	Public Use
Mon-Sun	9 am	Public Use
Mon-Sun	10 am	Public Use
Mon-Sun	11 am	Public Use
Mon-Sun	Noon	NBV Use
Mon-Sun	1 pm	NBV Use
Mon-Sun	2 pm	NBV Use
Mon-Sun	3 pm	NBV Use
Mon-Sun	4 pm	NBV Use
Mon-Sun	5 pm	Public Use
Mon-Sun	6 pm	Public Use
Mon-Sun	7 pm	Public Use
Mon-Sun	8 pm	Public Use
Mon-Sun	9 pm	Public Use
Mon-Sun	10 pm	Public Use
Mon-Sun	11 pm	Public Use

EXHIBIT D

PRICE LIST

Field Usage Fee

Padel: $~~110~~120.00 per hour

DEVELOPMENT AND CONSTRUCTION MANAGEMENT AGREEMENT

(TIES Property)

This DEVELOPMENT AND CONSTRUCTION MANAGEMENT AGREEMENT (the "**Agreement**"), made effective as of - ___, 2024 (the "**Effective Date**"), by and between NORTH BAY VILLAGE, a Florida municipal corporation (the "**Village**") and ~~ASOCIACION DE FUTBOL ARGENTINO, an association formed under the laws of the Republic of Argentina ("**AFA**"). The Village and AFA~~PROJECT FOOTBALL LLC, a Florida limited liability company ("**PFL**"). The Village and PFL shall be referred to individually as a "**Party**" and/or collectively as the "**Parties.**"

RECITALS:

A. The Village is a party to that certain Joint Use Agreement dated July 20, 2020, which is in the process of being amended and restated by way of that certain Amended and Restated Joint Use Agreement a draft of which is attached hereto as **Exhibit "A"** ("**JUA**") with the School Board of Miami-Dade County, Florida (the "**Board**") whereby the Village and Board agreed to redevelop and share the use of the fields at Treasure Island Elementary School (as such fields are further described in **Exhibit "B"**, the "**TIES Property**") and to contemplate redevelopment and use by AFA pursuant to this Agreement and the Management Agreement (as defined below). The attached JUA was approved by the Board on September 21, 2023 and is subject to continued negotiations on certain items without requiring further Board approval. The JUA will be signed upon approval by the Board of this Agreement and the Management Agreement.

B. The Village and ~~AFA~~PFL have agreed that ~~AFA~~PFL will pay for and coordinate the development on the TIES Property of the following improvements (the "**Project**"), which is owned by the Board, as such Project is further described in the specifications attached hereto as **Exhibit "C"** (the "**Description of Improvements**") and in the proposal and recommendations submitted by ~~AFA~~PFL regarding the concept, development strategy, architectural and design schedule guidelines, process and strategy for obtaining governmental approvals, construction schedule requirements, construction budget requirements, and other relevant construction and development matters related to the Project (the "**~~AFA~~PFL Proposal**") and which include: (i) one synthetic turf soccer field for 11 on 11 play, designed and built to professional soccer standards; (ii) four synthetic turf soccer fields for 5 on 5 play (all five soccer fields, the "**Soccer Fields**"); and (iii) lighting for the Soccer Fields (such improvements, the "**TIES Property Improvements**").

C. The Parties acknowledge that the Village will be financially responsible solely for certain improvements to the TIES Property listed in the Preliminary Budget attached hereto as **Exhibit "D"** ("**Village TIES Improvements**").

D. The Village and ~~AFA~~PFL have simultaneously entered into that certain Management and Operations Agreement (the "**Management Agreement**"), whereby, upon

Completion of the Project (as defined below), ~~AFA~~PFL (or a third party engaged by ~~AFA~~PFL and approved by the Village and the Board) shall manage and operate the Project on behalf of the Village in accordance with the terms contained in the Management Agreement. In addition, the Village and ~~AFA~~PFL entered into, simultaneously with this Agreement and the Management Agreement, a Development and Construction Agreement and Management and Operations Agreement for the development of land owned by the Village on the north side of Galleon Street between Jewel Avenue and East Treasure Drive ("**Galleon Agreements**").

E. This Agreement is not, and shall not be deemed to be, a development agreement under Section 163.3220 of the Florida Statutes.

F. The Parties agree that the terms of this Agreement are in compliance with applicable laws and regulations, and are expressly subject to prior review, consideration and approval by the Village Commission as a condition precedent to its execution.

G. The Parties agree that their use of the TIES Property and the TIES Property Improvements together with the Village TIES Improvements shall at all times be subject to the JUA. In the event of any inconsistency between the terms of this Agreement and the JUA, the JUA shall control.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

Article 1
DEVELOPMENT MANAGEMENT

1.1 Engagement of ~~AFA~~PFL. In connection with the development of the Project, ~~AFA~~PFL shall have the responsibilities described in this Article 1. For the avoidance of doubt, except as provided in this Agreement, ~~AFA~~PFL shall have all responsibility, and the Village shall have none, in connection with the development and management of the construction of the Project.

(a) Subject to the Village's and the Board's approval of such appointment, ~~AFA~~PFL shall appoint a licensed professional engineer as its project representative (the "**~~AFA~~PFL Representative**"). All references to ~~AFA~~PFL performing tasks related to development of the Project pursuant to this Article 1 shall be interpreted as being performed by ~~AFA~~PFL, through the ~~AFA~~PFL Representative. The ~~AFA~~PFL Representative shall coordinate the General Contractor, Project Architect, Engineers, (as such terms are defined below) and other consultants and professionals, in order to value engineer the Project and complete Approved Plans and Description of Improvements as more fully provided for under Section 1.2. ~~AFA~~PFL agrees that its contract with the ~~AFA~~PFL Representative (the "**~~AFA~~PFL Representative Contract**") shall include a provision which states that the Village and the Board are express third-party beneficiaries of all obligations of the ~~AFA~~PFL Representative under the ~~AFA~~PFL Representative Contract. Such provisions shall also provide that the ~~AFA~~PFL Representative agrees (a) that the Village or

the Board may bring legal actions under the ~~AFA~~PFL Representative Contract in its name as beneficiary without the participation of ~~AFA~~PFL strictly upon the occurrence of an ~~AFA~~PFL Default; and (b) that all warranties, express and implied, run to ~~AFA~~PFL, the Board and the Village. ~~AFA~~PFL shall require the general contract for the Project to be bonded including a payment and performance bond for the full construction of the Project consistent with the requirements and regulations contained in Section 255.05 of Florida Statutes in compliance with Section 1.1(h) below.

(b) The Village has appointed Public Works Director Marlon Lobban, PE (including any successors or substitutions of any of the foregoing) as Village's representative for the Project (the "**Project Representative**").

(c) Subject in any case to the Village's and Board's approval, ~~AFA~~PFL shall select and retain all contractors and consultants including: architectural, civil, structural, mechanical, electrical, landscape and geotechnical engineers (collectively, "**Engineers**") along with the general contractor and subcontractors, and the interior designer and other consultants and professionals for the Project, as appropriate. Notwithstanding anything to the contrary herein, ~~AFA~~PFL shall review the bids with Project Representative prior to selection of the Engineers and General Contractor and shall seek approval of the Village Project Representative and the Board regarding the final selection of the Engineers and General Contractor. The general contractor selected for the Project is herein called the "**General Contractor**" and the architect selected for the Project is herein called the "**Project Architect**." Upon selection of the General Contractor, Project Architect, Engineers, and other consultants and professionals, ~~AFA~~PFL shall assemble and negotiate the terms and conditions of the contracts therefor in consultation and cooperation with Village. Engineers shall be licensed professional engineers as provided in Chapter 471, Florida Statutes. Project Architect shall be a registered architect as provided in Chapter 481, Florida Statutes. General Contractor shall be a licensed general contractor under the laws of the State of Florida and be on a list of Board approved General Contractors provided by the Board or approved by the Board.

(d) ~~AFA~~PFL (in consultation with the Project Representative) shall finalize the construction budget for the Project (including hard costs and soft costs, acquisition costs, and cost of equipment) (as may be adjusted from time to time, the "**Construction Budget**"), a Project logistics plan for the Project staging of construction activities, crews, materials and equipment ("**Logistics Plan**"); and a development schedule (including any critical path performance dates, the "**Development Schedule**"), which development schedule shall conform to the Construction and Phasing Schedule attached to the JUA and contain the following: visible construction work to commence no later than 9 months from the Effective Date of the JUA and to be completed, as evidence by an issued Certificate of Occupancy issued by the Board's Building Department, within 12 months after commencement.

(e) The Village will have no responsibilities or obligations in connection with obtaining financing to build or operate the Project. Rather, ~~AFA~~PFL shall be responsible for any and all costs in connection with the Project, including without limitation, the repayment of any financing and costs in connection therewith~~.~~, except for certain improvements described herein

which shall be paid by Village. For the avoidance of doubt, any financing obtained by ~~AFA~~PFL shall not result in the imposition of any mortgage, security interest or lien upon the TIES Property. In the event that any such lien is recorded in the official records of Miami-Dade County, Florida, ~~AFA~~PFL shall, within twenty (20) calendar days of the date of such filing, cause such lien to be removed of record or properly transferred to a bond under Chapter 713, Florida Statutes. Notwithstanding the foregoing, the Village shall be financially responsible for the Village TIES Improvements as set forth in the Preliminary Budget. The Village shall be financially responsible for any overage for the Village Galleon Improvements.

(f) ~~AFA~~PFL shall provide regular monitoring of design and development and construction and completion progress for the Project in consultation and with the involvement of Project Representative.

(g) ~~AFA~~PFL shall promptly review and pay all payment applications and invoices from the General Contractor, Project Architect, Engineers, and all other consultants, professionals and material suppliers, to ~~AFA~~PFL for work performed on the Project.

(h) Village and the Board shall have the right to review all bids received by ~~AFA~~PFL in connection with the Project and provide comments or request reasonable edits, including, without limitation, on matters concerning the TIES Property Improvements and the Village TIES Improvements. Upon selection of the General Contractor, ~~AFA~~PFL shall enter into a guaranteed maximum price general construction contract for the construction of the Project, which shall include all labor, materials, equipment and supplies for the construction of the Project, as well as General Contractor's overhead and profit (the "**GMP Contract**"), to be entered into between the General Contractor and ~~AFA~~PFL. At the Village's option, pursuant to such GMP Contract, the Contractor shall be obligated to construct the Village TIES Improvements on behalf of the Village pursuant to specifications submitted by the Village and upon conditions to be set forth in the GMP Contract. Prior to executing the GMP Contract with General Contractor, ~~AFA~~PFL shall submit the execution version of the GMP Contract to the Village for approval. ~~AFA~~PFL agrees that the GMP Contract shall include a provision which states that the Village and the Board are an express third-party beneficiary of all obligations of General Contractor under the GMP Contract and that the Project Representative shall be promptly notified by the General Contractor in the event that, during construction, any Village TIES Improvement in the approved construction budget increases, for any reason, more than 5%. Such third-party provisions shall also provide that the General Contractor agrees (a) to provide a separate invoice for the Village TIES Improvements; (b) that the Village or the Board may bring legal actions under the GMP Contract in its name as beneficiary without the participation of ~~AFA~~PFL; and (c) that all warranties, express and implied, run to both ~~AFA~~PFL and the Village or the Board. The GMP Contract shall also include a provision which states that, in the event of a default hereunder by ~~AFA~~PFL which remains uncured for more than thirty (30) days, the Village, at its option, may elect to invoke the automatic assignment to the Village of all agreements and contracts between ~~AFA~~PFL and any subcontractors (along with any purchase orders for materials, if any), in the event that Village enforces its rights under the GMP Contract as described above. ~~AFA~~PFL agrees that mere consultation with the Project Representative shall impose no liability on the Village for any recommendations made to ~~AFA~~PFL nor affect any of ~~AFA's~~PFL's obligations hereunder. The

General Contractor shall be bonded and shall provide a payment and performance bond (the "**Performance Bond**") for the full construction of the Project consistent with the requirements and regulations contained in Section 255.05 of Florida Statutes. The Village shall be named as a dual obligee on any such bonds with respect to the Project. ~~AFA~~PFL must, within three (3) days of the effective date of the GMP Contract, deliver to the Village the Performance Bond in a form acceptable to the Village. The surety providing the Performance Bond must be licensed, authorized, and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). If notice of any change affecting the scope of services/work, the contract price, contract time, or any of the provisions of the GMP Contract is required by the provisions of any bond to be given to a surety, the amount of the Performance Bond shall be adjusted accordingly.

(i) ~~AFA~~PFL shall, in consultation with Project Representative, select subcontractors and sub-subcontracts. ~~AFA~~PFL shall (i) analyze subcontractor bids along with General Contractor, and (ii) advise Village with respect to the selection of subcontractors and the award of the subcontracts. The Village acknowledges that ~~Project Football,~~River Sea Finance Organization LLC is pre-approved as a subcontractor for the provision of services under this Agreement.

(j) ~~AFA~~PFL will apply for and use commercially reasonable efforts to obtain or cause to be obtained all approvals necessary for the construction and development of the Project, including, without limitation, planning, zoning or rezoning, plat, site plan approval, licenses, variances and approvals, as necessary, as required by the Board and all applicable governmental agencies, bodies, boards and tribunals, with jurisdiction over the construction of the TIES Property (collectively, the "**Governmental Authorities**"), including building permits, certificate of occupancy and similar approvals for the construction, development, and use of the Project. ~~AFA~~PFL with the Village's assistance will also negotiate with the applicable municipal and public utility bodies for providing water, sewer and drainage utilities, electric, telephone and telecommunication services and facilities to the Project and cause the necessary documentation to effectuate same to be prepared. The Village cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights or obligations as they may relate to governmental requirements applicable to the Project or any operations at the Project. Nothing in this Agreement shall be deemed to create an affirmative duty of the Village to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its own governmental requirements. In addition, nothing in this Agreement shall be considered zoning by contract.

(k) ~~AFA~~PFL shall conduct meetings on a regular schedule with Project Representative, General Contractor, the Project Architect, Engineers, and other consultants and professionals in order to coordinate the work to be done pursuant to the Approved Plans and Description of Improvements and shall give reasonable prior notice to Village of such schedule. The Parties agree that such meetings shall take place no more than once every thirty (30) days prior to the commencement of construction of the Project and thereafter no more than once every fifteen (15) days until Completion of the Project in accordance with this Agreement unless an urgent matter arises which requires an emergency meeting (said meetings may be called by the

Project Representative, General Contractor, Project Architect, Engineers or ~~AFA). AFA~~PFL). PFL shall render to Village a monthly report, which report shall contain the following information as to the Project:

(1) the actual progress of work achieved on the Project during such month and to date, including the issuance of a monthly updated (a) critical path method schedule for the Project, (b) site logistic plan, (c) cash flow projection plan, estimating the flow in and out of the Project expenses on a monthly basis or other frequency agreed to by the Parties, and (d) contract change order log, including any outstanding potential change orders and change order requests;

(2) the actual expenditures made, during such month and to date, by category of expenditure and a Development Schedule report;

(3) reports of payments (including receipts) made to the General Contractor, Project Architect, Engineers, and all other consultants, professionals and material suppliers;

(4) the estimated cost and time to complete the Project using acceptable industry construction cost estimation methods; and

(5) any change orders, Construction Budget changes and/or Logistics Plan changes for the preceding month. ~~AFA~~PFL acknowledges and agrees that the creation of a contingency fund shall be formally established in the GMP Contract; the use of contingency funds shall be for certain permitted uses by General Contractor as will be documented in the GMP Contract in consultation with the Village and Project Representative.

(l) Without limitation of the foregoing, ~~AFA~~PFL, together with the Project Architect, shall conduct regular monthly meetings (or as needed) with General Contractor to review with General Contractor unpaid requisitions and monthly draws, and ~~AFA~~PFL, together with Project Architect, shall review and process requisitions of payment received from General Contractor in accordance with the terms of its GMP Contract. Project Representative shall be provided prior notice and be permitted to attend and participate in all such meetings.

(m) ~~AFA~~PFL shall monitor the construction of the Project by the General Contractor in accordance with the terms of this Agreement and the GMP Contract.

(n) ~~AFA~~PFL shall establish and administer a change order program. ~~AFA~~PFL shall have the right to negotiate any change orders pursuant to the GMP Contract and any other Project contractual commitments, including without limitation, any change orders required to meet requirements of Governmental Authorities. ~~AFA~~PFL shall inform Village of such change orders and shall maintain records thereof. Notwithstanding anything to the contrary herein, if any change order affecting the Project (i) exceeds $250,000 individually, or (ii) will result in a material delay to the Development Schedule of the Project, then ~~AFA~~PFL shall provide written notice to Village

and Village Manager of any such change order prior to negotiating or approving same. Without limitation of the foregoing, the Village, acting by written directive of the Village Manager, may order in good faith design changes to the Village TIES Improvements consisting of additions, deletions or other revisions, that will not result in a delay to the Development Schedule of the Project and do not exceed $250,000 in the aggregate.

(o) At the Village's option, the Village TIES Improvements will be constructed by the General Contractor pursuant to and the GMP Contract. ~~AFA~~PFL acknowledges and agrees that it will have an opportunity to review the scope and timeline of the Village TIES Improvements and that performance by the Village of the Village TIES Improvements shall not excuse ~~AFA~~PFL from performing its obligations pursuant to this Agreement. Notwithstanding the foregoing, the Village agrees to use reasonable efforts to coordinate its construction schedule with ~~AFA~~PFL to reduce disruption in the execution of the Project by ~~AFA~~PFL. Village agrees that it shall promptly pay, in accordance with the Florida Prompt Payment Act, Fla. Stat. Ch. 218, for all Village TIES Improvements invoiced by the General Contractor to ~~AFA~~PFL and in any event ~~–~~prior to ~~AFA's~~PFL's obligation to transfer payment to the General Contractor.

(p) ~~AFA~~PFL, in consultation with the Village's Project Representative, shall negotiate the closeout of the GMP Contract, including completion of punch-list items, occupancy certificates and final payment.

(q) Construction activities shall not interfere with or disrupt the Board operation of the Treasure Island Elementary School. ~~AFA~~PFL shall require that its contractors take all necessary safety precautions during the work, secure all construction areas by appropriate construction fencing or barricades, and coordinate on an ongoing basis with the Board Administrator and assigned District Project Manager to assure the safety of the Board's students, staff, visitors, invitees and the public at all times. Subject to compliance with the provisions of the Jessica Lunsford Act, in the event that such activities must be conducted during School hours, or in the event ~~AFA~~PFL requires access to the TIES Property for any other reason, ~~AFA~~PFL shall first secure the approval of the School Administrator. In addition, ~~AFA~~PFL agrees to minimize noise, dust and/or odor during construction within the TIES Property to the extent possible and shall work collaboratively with the School Administrator in this regard. ~~AFA~~PFL acknowledges and agrees that if the Board, or its designee, requests that ~~AFA~~PFL cease any work within the TIES Property due to unreasonable interference to the School or otherwise or violation of any applicable rules and regulations or the Board's criteria, then ~~AFA~~PFL shall immediately discontinue its activities at the TIES Property, and shall proceed only after the Board, or its designee, has reviewed the scheduling, safety and/or manner of work in question and has authorized ~~AFA~~PFL to continue.

(r) ~~AFA~~PFL shall (1) complete at its own cost and expense within 90 days from the Effective Date the Fence Work as defined in the JUA; and (2) jointly with the TIES Property Improvements, repaint the exterior of the TIES school building at no cost to the Village or the Board.

(s) In addition, the Parties agree that the Village shall be solely responsible for the payment of the administrative fee to the Board for project management related tasks as defined in Article VII of the JUA.

1.2 Preparation of Plans and Specifications.

(a) ~~AFA~~PFL hereby agrees and acknowledges that the Design Development Plans (as defined below) for the Project shall be substantially in the form attached hereto as **Exhibit "C"**.

(b) ~~AFA~~PFL shall direct the Project Architect and Engineers (and other required professionals and consultants) to prepare the design development plans and specifications that further define the scope of the Project based on the Description of Improvements (collectively, the "**Design Development Plans**"). The Village and the Board shall be entitled to review and approve (or disapprove and provide express reasons for such disapproval) the Design Development Plans for the Project.

(c) Upon approval by Village and the Board of the Design Development Plans for the Project, ~~AFA~~PFL shall direct the Project Architect and Engineers (and other required professionals and consultants) to prepare and to submit to Board for approval, final permit and construction plans and specifications for the Project that further define the scope depicted in the Design Development Plans (the "**Construction Drawings**"). The Village and the Board shall be entitled to review and approve (or disapprove and provide express reasons for such disapproval) the Construction Drawings for the Project. The final Construction Drawings as approved by Village (as the same from time to time may be modified or amended and approved by Village), are termed the "**Approved Plans and Description of Improvements**."

1.3 Overall Standard of Care. ~~AFA~~PFL acknowledges that in performing its duties and obligations it shall at all times follow directives issued by the ~~AFA~~PFL Representative. In carrying out its duties and obligations, ~~AFA~~PFL shall perform the services under this Agreement in accordance with the highest standards of care, skill, prudence and diligence that an experienced professional developer of projects in South Florida similar to the Project would be expected to use and exercise in the conduct of such development, and the responsibility of ~~AFA~~PFL in performing its duties and obligations hereunder shall be measured in each case against the standards of performance described in this Section or otherwise in this Agreement. ~~AFA~~PFL shall not be responsible for matters beyond its reasonable control (including Village's or Board's failure or delay to authorize or permit ~~AFA~~PFL to take any actions or make any expenditures required to meet these standards). Except as expressly authorized under this Agreement, or unless otherwise approved by Village, ~~AFA~~PFL shall deal at "arms-length" with all third parties and shall not make any payment to or enter into any arrangement with respect to the Project with any affiliated or related party of ~~AFA~~PFL, without the prior written disclosure to and prior written consent of Village, which consent shall not be unreasonably conditioned, delayed or withheld.

1.4 Village's Responsibilities. Village hereby covenants that:

(a) Village shall promptly provide full information regarding Village's requirements for the Project.

(b) Village shall furnish ~~AFA~~PFL with all reports, plans, documents and information reasonably required for the performance by ~~AFA~~PFL of the scope of its duties and responsibilities under this Agreement in Village's and/or Board's possession or of which Village and/or Board has knowledge (and not in possession or knowledge of ~~AFA~~PFL).

(c) For purposes of this Agreement, any approval by the Village shall mean the approval by the Village Manager (or his or her designee). Any such approval shall not be unreasonably withheld or denied. If, within twenty (20) business days after Village's receipt of any written request from ~~AFA~~PFL for any approval or consent under this Agreement, Village does not approve or disapprove such item, then ~~AFA~~PFL may proceed on the assumption that such item has been approved.

(d) Village shall cause Project Representative to remain generally available to perform Village's duties and obligations under this Agreement and be involved throughout the term of this Agreement on behalf of Village to the extent reasonably necessary for Village to perform its obligations under this Agreement, including without limitation, Village providing feedback and approval, as warranted, with respect to certain development and construction matters hereunder.

(e) Village shall cooperate with ~~AFA~~PFL in connection with the construction of the Project (including, without limitation, attending such meetings as are necessary, and signing documents, applications, instruments and agreements in furtherance of completing the Project) and, upon the written request of ~~AFA~~PFL, from time to time, also shall coordinate with ~~AFA~~PFL any interaction with private and public sector entities that may have standing with respect to the Project and those having approval or regulatory authority regarding the Project.

(f) The Village shall not be responsible for the payment of ad valorem taxes for the TIES Property nor any portion thereof subject to shared use agreements. ~~AFA~~PFL agrees to execute any documentation or take such other action necessary to avoid creating an obligation to pay ad valorem taxes on the TIES Property. If, for any reason whatsoever, the Village has to pay ad valorem taxes in connection with the TIES Property, ~~AFA~~PFL agrees to reimburse the Village for an amount corresponding to such ad valorem taxes within five (5) business days after payment of such ad valorem taxes is made by the Village.

(g) Subject to review by the Village Manager and the Village Attorney (which review shall not be unreasonably withheld, conditioned or delayed), the Village agrees to execute acknowledgements and/or customary consents to all agreements, contracts and documentation negotiated between ~~AFA~~PFL and General Contractor, Project Architect, Engineers, and other consultants and professionals for the Project.

(h) The Village hereby agrees and acknowledges that to the extent there is a delay in completion and delivery of any portion(s) of the Project, subject to subsection (l) below,

the Village shall request a partial temporary certificate of occupancy from the Board for the portions of the Project Improvements that have been completed consistent with applicable building code requirements, provided, however, that shall not be a waiver of the Village's claims pursuant to this Agreement.

(i) This Agreement shall not impose any obligation upon the Village in its regulatory capacity.

Article 2
~~AFA'S~~PFL'S WARRANTIES AND REPRESENTATIONS

2.1 Authorization. ~~AFA~~PFL represents that it is an entity validly existing and in good standing as ~~a civil association~~limited liability company in the ~~Republic~~State of ~~Argentina~~Florida. The execution, delivery and performance of this Agreement by ~~AFA~~PFL has been duly authorized, and this Agreement is binding on ~~AFA~~PFL and enforceable against ~~AFA~~PFL in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

2.2 Licensing. ~~AFA~~PFL, on behalf of the ~~AFA~~PFL Representative, the General Contractor, the Engineers and the Project Architect ("**~~AFA's~~PFL's Consultants**"), hereby warrants and represents that at all times during the term of this Agreement all such ~~AFA's~~PFL's Consultants shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform its duties and obligations for Village under this Agreement.

2.3 Expertise. ~~AFA~~PFL further warrants and represents that ~~AFA's~~PFL's Consultants have the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

2.4 Financial Resources. ~~AFA~~PFL has the financial resources available to it for the complete and timely performance of its duties and obligations contemplated under this Agreement.

Article 3
AGREEMENT TERM AND CONTINGENCY

3.1 Term. This Agreement shall continue from the Effective Date until completion of the Project, unless otherwise earlier terminated pursuant to, and in accordance with, the terms hereof. For all purposes of this Agreement, the term "**Completion of the Project**" shall mean the latest to occur of: (a) issuance by the Project Architect of a certificate stating that the Project has been substantially completed in accordance with the Approved Plans and Description of Improvements (and any and all approved change orders from time to time) and (b) the issuance by the General Contractor of a final bond release and the payment of final retainage under the GMP Contract and the performance of final punch-list items, and (c) the issuance of a CO for the Project, and (d) the completion of all material punch-list items which would otherwise unreasonably interfere with the Village and ~~AFA's~~PFL's ability to safely and lawfully occupy, use, and operate

the Project in the ordinary course of business.

3.2 Agreement Subject to JUA. The Parties agree that their activities at the TIES Property shall at all times be subject to the JUA (in which references to the Village's construction activities are to be interpreted as ~~AFA's~~PFL's construction activities hereunder). In the event of any inconsistency between the terms of this Agreement and the JUA, the stricter standard set forth in each of the Agreements shall control.

3.3 Contingent. The Parties agree that their mutual obligations pursuant to this Agreement shall not become effective unless and until (1) the Board has approved this Agreement and the Management Agreement pursuant to the terms of the JUA; (2) the Village has executed the Operations and Management Agreement and the Galleon Agreements with ~~AFA~~PFL relating to TIES; and (3) the JUA is fully executed.

Article 4.
TERMINATION AND SUSPENSION; INDEMNITIES.

4.1 Termination for Cause by the Village.

(a) Notwithstanding the term of this Agreement as established under Section 3.1 hereof, the engagement and services of ~~AFA~~PFL under this Agreement may be terminated at any time in the good faith sole discretion of Village effective upon written notice given by Village upon the occurrence of any of the following (each, a "**Cause**"):

(1) Subject to Force Majeure Events (as defined below) and delays caused by the Village, ~~AFA's~~PFL's failure to commence construction of the Project within thirty-six (36) months after the Effective Date.

(2) The dissolution of ~~AFA~~PFL or the sale, assignment, pledge or conveyance of this Agreement not previously approved by the Village in its sole discretion, or the placement of ~~AFA~~PFL, its principals or affiliates on the convicted vendors list, or if they are convicted of any crime involving moral turpitude;

(3) (i) any receiver, trustee or custodian shall be appointed for all or any substantial part of the property or assets of ~~AFA~~PFL; (ii) ~~AFA~~PFL shall commence any voluntary proceeding under present or future U.S. federal law or the bankruptcy laws of Argentina or under any other bankruptcy, insolvency or other laws respecting debtor's rights; or (iii) an "order for relief" or other judgment or decree by any court of competent jurisdiction is entered against ~~AFA~~PFL in any involuntary proceeding against ~~AFA~~PFL under present or future U.S. federal or Argentinian bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights, or any such involuntary proceeding shall be commenced against ~~AFA~~PFL and shall continue for a period of ninety (90) days after commencement without dismissal; or

(4) Any ~~AFA~~PFL Default;

(5) A default by ~~AFA~~PFL of its obligations under that certain Development and Construction Agreement between ~~AFA~~PFL and the Village for the Galleon St. Property dated [DATE].

If the Village terminates this Agreement for Cause, AFA shall not be entitled to any compensation, reimbursement, or the recoupment of any costs sustained in the performance of this Agreement.

4.2 Termination without Cause by Village. This Agreement may be terminated by the Village without Cause in whole or in part at any time, in the best interest of the Village. If the Agreement is terminated before Completion of the Project, AFA shall be entitled to reimbursement for expenses involving the Village fee, legal, architectural, engineering and other expenses prior to the Effective Date for an amount equal to three hundred thousand and NO/100 (USD$300,000.00) US Dollars~~;~~ ("**Reimbursement**"); plus all costs and expenses from the construction and development of the Project including, but not limited to, construction costs, permitting fees, architectural and engineering fees, environmental studies and surveys, that can be substantiated (the "**Investment**") plus a development fee in the amount of ten percent (10%) of such Investment (the "**Development Fee**"). The Village agrees to pay fifty percent (50%) of the Reimbursement, Investment and Development Fee within thirty (30) days from termination and the remaining balance within one hundred eighty (180) days from termination. All work in progress will become the property of the Village and will be turned over promptly by ~~AFA~~PFL.

4.3 ~~AFA~~PFL Indemnity Undertaking. ~~AFA~~PFL agrees to indemnify, defend (at its own cost and expense by defense counsel reasonably acceptable to the Village Attorney) and hold harmless each Village Indemnitee (as defined herein) from and against any and all Liabilities that may be incurred by such Village Indemnitee by reason of, or in connection with (a) any ~~AFA~~PFL Default under this Agreement; and (b) the development of the Project, provided that such Liability is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of ~~AFA~~PFL, the General Contractor, any subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable. This indemnification provision shall obligate ~~AFA~~PFL to investigate, adjust, and respond (at its own expense) to any such claims, actions, demands and through investigatory, administrative, appellate, supplemental or bankruptcy proceedings, and to any and all claims of liability and all suits and actions of every name and description covered by this Section, which may be brought against the Village whether performed by ~~AFA~~PFL or persons employed, utilized, or subcontracted by ~~AFA~~PFL. Notwithstanding the foregoing, ~~AFA's~~PFL's obligation to indemnify, defend and hold Village harmless hereunder shall not extend to liability caused solely by the willful misconduct or gross negligence of the Village or any Village Indemnitee. This indemnification shall survive for 5 years from the date of this Agreement's termination or Completion of the Project. For the avoidance of doubt, the failure of ~~AFA~~PFL to achieve Completion of the Project in accordance with the Development Schedule other than as a result of a Force Majeure Event, and absent a delay or default by the Village or Board, shall trigger ~~AFA's~~PFL's obligation to indemnify Village as described above. For purposes of this Agreement, the following terms have the following meanings:

(i) "**Village Indemnitee**" means each of the Village, the Board and their respective officers, directors, employees, and successors and assigns, jointly and severally, as well as any Village or Board agency or instrumentality which performs any official function under this Agreement;

(ii) "**Liabilities**" means any and all, liabilities, indebtedness, obligations, expenses, claims, demands, actions, causes of action, suits, damages, costs, penalties, decrees, deficiencies, guarantees or endorsements of any type, whether accrued, absolute, contingent, matured, unmatured or otherwise (including costs and reasonable attorneys' fees and disbursements), and whether or not arising out of third party claims. Notwithstanding the foregoing, except in the event of the theft, fraud or other dishonesty of ~~AFA~~PFL (to the extent such action otherwise constitutes a ~~AFA~~PFL Default under item (1) of Section 4.3(iii) hereof after giving effect to the last sentence thereof), the term "Liabilities" shall include punitive or exemplary damages; and

(iii) "**~~AFA~~PFL Default**" means with respect to the performance of its duties under this Agreement or otherwise in connection with the Village or the Project: (1) the theft, fraud or other dishonesty of ~~AFA~~PFL; (2) the negligence or willful misconduct of ~~AFA~~PFL and failure by PFL to cure such breach within fifteen (15) days of written notice thereof from Village; (3) any act or omission of ~~AFA~~PFL that constitutes a breach of this Agreement and the failure by ~~AFA~~PFL to cure such breach within thirty (30) days of written notice thereof from Village; provided, however, that, if such breach is not reasonably capable of being cured within such thirty (30) day period, and if ~~AFA~~PFL shall initiate and document such diligent efforts to cure such breach within such thirty (30) day period, and thereafter diligently shall pursue such cure, then such cure period shall be extended for such period of time as is reasonably necessary under the attendant facts and circumstances to cure such failure, such extension not to exceed, however, ninety (90) days in the aggregate or any lesser period required by any governmental agency or instrumentality to effect such cure, whichever is earlier; or (4) a default by ~~AFA~~PFL pursuant to that certain Amended and Restated Development and Construction Agreement of even date herewith for the Galleon St. Property.

4.4 Village Default; Termination; Indemnity Undertaking.

(a) Village shall be in default under this Agreement ("**Village Default**") if Village fails to perform or observe any express, proprietary or non-sovereign duty, obligation or agreement of Village under this Agreement in any material respect, and fails to cure such failure within thirty (30) days of written notice thereof from ~~AFA~~PFL; provided, however, that, if such failure is not reasonably capable of being cured within such thirty (30) day period, and if Village shall initiate diligent efforts to cure such failure within such thirty (30) day period, and thereafter diligently shall pursue such cure, then such cure period shall be extended for such period of time as is reasonably necessary under the attendant facts and circumstances to cure such failure, such extension not to exceed, however, ninety (90) days in the aggregate or any lesser period required by any Governmental Authority or instrumentality to effect such cure. Upon the occurrence of a Default by Village, which is not cured by Village as set forth herein, ~~AFA~~PFL shall have the right

to terminate this Agreement upon written notice of termination given by ~~AFA~~PFL and shall be entitled to the amounts described in Section 4.2.

(b) ~~AFA~~PFL may terminate this Agreement at any time in the sole discretion of ~~AFA~~PFL effective upon written notice given by ~~AFA~~PFL in the event: (i) any receiver, trustee or custodian shall be appointed for all or any substantial part (i.e. more than 50%) of the property or assets of Village; (ii) Village shall commence any voluntary proceeding under present or future federal bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights; (iii) an "order for relief" or other judgment or decree by any court of competent jurisdiction is entered against Village in any involuntary proceeding against Village under present or future federal bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights, or any such involuntary proceeding shall be commenced against Village and shall continue for a period of Ninety (90) days after commencement without dismissal; or (iv) the Galleon Agreements are terminated. Any termination by ~~AFA~~PFL arising under Section 4.4(b) above entitles ~~AFA~~PFL to the amounts described in Section 4.2, provided, however, that no such amount shall be due by the Village in the event the breach was caused by a breach by the Board of the Board's obligations pursuant to the JUA, in which case, the Village agrees to reasonably cooperate with ~~AFA~~PFL in enforcing its rights pursuant to the JUA and seeking reasonable compensation for such breach. For the avoidance of doubt, a termination by ~~AFA~~PFL pursuant to Section 1.1 of the Development Agreement for the Galleon St. property shall not entitle ~~AFA~~PFL to remedies set forth herein.

4.5 Termination Obligations. Within ten (10) days of the expiration or earlier termination of this Agreement, or upon the termination or suspension of the engagement and services of ~~AFA~~PFL hereunder, ~~AFA~~PFL shall:

(a) Provide a final accounting to Village for the Project along with an affidavit of payment of debts and claims and a written consent from the surety in form and substance acceptable to the Village;

(b) Deliver to the Village, or a third party designated by Village, all materials, supplies, equipment, keys, contracts and documents, copies of all books of account and records regarding the construction of the Project, all permits and approvals, plans and specifications maintained or in the possession or control of ~~AFA~~PFL (except for ~~AFA's~~PFL's personal property both tangible or intangible which shall be removed by ~~AFA~~PFL) under this Agreement and/or pertaining to the Project (copies of which may be made and retained by ~~AFA~~PFL at ~~AFA's~~PFL's sole cost and expense);

(c) Assign any contract rights regarding the TIES Property; and

(d) Furnish all such information, take all such other action, and cooperate with Village as Village shall reasonably request in order to complete the orderly termination and transfer of ~~AFA's~~PFL's services, duties, obligations and activities on the Project.

Article 5
INSURANCE

5.1 Insurance to Be Maintained by ~~AFA. AFA~~PFL. PFL shall purchase and maintain insurance of the type and extent as set forth on **Exhibit "E"** attached hereto. All such insurance maintained by ~~AFA~~PFL in connection with the Project shall name Village, The School Board of Miami-Dade County, Florida and their members, officers and employees and the Project Representative as additional insureds and, with respect to matters arising from ~~AFA's~~PFL's negligence or willful misconduct, shall be primary as against any policies maintained by Village, but shall be excess and non-contributing as against any policies maintained by General Contractor or its subcontractors. Upon written instruction from the Village specifying any other reasonable entities to be included as an additional insured, ~~AFA~~PFL shall add such entities as additional insureds as provided herein.

5.2 Construction Insurance. ~~AFA~~PFL shall instruct General Contractor to obtain, prior to commencement of any work, and at its sole cost and expense, and thereafter at all times during the performance of the construction contract with General Contractor until Completion of the Project (or such longer period as specified in the GMP Contract), maintain, and instruct General Contractor to have each subcontractor and sub-subcontractor to obtain, and thereafter at all times during the performance of this Agreement, maintain, at each subcontractor's and sub-subcontractor's sole cost and expense, the insurance required to be maintained as set forth on **Exhibit** "**E**" attached hereto. ~~AFA~~PFL shall instruct General Contractor to monitor each subcontractor's and sub-subcontractor's insurance to require each subcontractor and sub-subcontractor to maintain such insurance until Completion of the Project.

5.3 Cooperation. Village and ~~AFA~~PFL shall cooperate with the other Party and with General Contractor in connection with the processing of claims and the collection of any insurance proceeds that may be payable in the event of loss or claim under any of the policies of insurance maintained by each, and execute and deliver to the insurers such proofs of loss and other documents as may be required for the recovery of the proceeds of any such insurance.

5.4 Insurance Schedule. Village and ~~AFA~~PFL acknowledge that the insurance coverage held by General Contractor and all subcontractors must be approved by Village.

Article 6
MISCELLANEOUS

6.1 Estoppel Certificate. Each Party shall from time to time, within thirty (30) days after receipt of written request from the other Party, or the other Party's lender(s), execute and deliver to the requesting party written estoppel certificates, containing the reasonably requested information, including, without limitation, a certification that this Agreement is in full force and effect.

6.2 No Third Party Beneficiaries. The rights granted under this Agreement shall be solely for the benefit of Village and each person comprising the Village Indemnitee, and ~~AFA~~PFL

and no other third party shall have any claim to any such right or benefit thereof.

6.3 Notices.

(a) Any and all notices, demands, consents, approvals, offers, elections and other communications required or permitted under this Agreement (collectively, "**Notices**") shall be deemed given if in writing and the same shall be given by a nationally recognized overnight delivery service, postage prepaid.

(b) All Notices required or permitted to be sent hereunder shall be provided to the Board as well as its intended recipient and shall be deemed to have been given for all purposes of this Agreement (i) if delivered by hand upon the date of receipt or refusal, except that whenever under this Agreement a Notice is either received on a day which is not a business day or is required to be delivered on or before a specific day which is not a business day, the day of receipt or required delivery shall automatically be extended to the next business day, (ii) if delivered or sent by registered or certified mail, upon the earlier of the expiration of three (3) days after deposit in United States post office facilities properly addressed with postage prepaid or acknowledgment of receipt or (iii) if delivered via overnight courier, on the next business day after deposit with an overnight courier.

(c) All such Notices shall be addressed:

If to Village, to:

North Bay Village
Attn. Village Manager
North Bay Village Village Hall
1666 Kennedy Causeway
Suite 300
North Bay Village, FL 33141

With a copy to:

Weiss Serota Helfman Cole + Bierman
2800 Ponce De Leon, Suite 1200
Coral Gables, FL 33134
Attn. Haydee Sera, Village Attorney
Email: hsera@wsh-law.com

If to ~~AFA~~PFL, to:

Project Football LLC
777 Brickell Ave., Suite 1210
Miami, FL 33131
Attn: _____, Manager

Email: project@projectfootballsport.com

With a copy to (which shall not be considered notice):

Asociacion de Futbol Argentino
Viamonte 1366
CABA (C1053ACB)
Argentina
Attn: Claudio Fabian Tapia, President
Email: ~~etapia@afa.org.ar~~project@projectfootballsport.com

With a copy to~~:~~ (which shall not be considered notice):

Fabian A. Pal, PA
777 Brickell Ave., Suite 1210
Miami, FL 33131
Attn: Fabian A. Pal, Managing Partner
Email: fpal@pal-law.com

Notice required to be provided to the Board hereunder shall be addressed to:

The Board of Miami-Dade County, Florida
c/o Superintendent of Schools
Board Administration Building
1450 N.E. Second Avenue, Room 912
Miami, Florida 33132
Fax: 305-995-1488

With a copy to:

Miami-Dade County Public Schools
Office of School Facilities
Attention: Chief Facilities Design & Construction Officer
1450 N.E. Second Avenue, Room 923
Miami, Florida 33132
Fax: 305-995-4760
E-mail: RPerez6@dadeschools.net

With a copy to:

The Board of Miami-Dade County, Florida
The Office if the General Counsel
1450 NE Second Avenue, Room 400

Miami, FL 33132
Attn: General Counsel Walter Harvey
Fax: 305-995-1412
E-mail: Walter.Harvey@dadeschools.net and
jiafelice@dadeschools.net

(d) By Notice given as herein provided, the Parties hereto and their respective successors and assigns shall have the right from time to time and at any time during the term of this Agreement to change their respective addresses effective upon receipt by the other parties of such Notice and each shall have the right to specify as its address any other address within the United States of America.

6.4 Village Approvals. Any approvals required from the Village arising under this Agreement, and for which a specific deadline is not established, shall not be unreasonably withheld and will require Village approval within thirty (30) days from receipt of request by ~~AFA~~PFL unless earlier approval required ("**Approval Period**"). This provision shall not apply to any matter for which, pursuant to the JUA, the Board's consent is required. If the Village fails to approve or reject such request within the Approval Period, then it shall be considered approved by the Village. Notwithstanding the foregoing, ~~AFA~~PFL acknowledges that the Village cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights or obligations as they may relate to governmental requirements applicable to the Facilities. Nothing in this Agreement shall be deemed to create an affirmative duty of the Village to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its own governmental requirements. In addition, nothing in this Agreement shall be considered zoning by contract.

6.5 Headings. The headings in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

6.6 Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person, persons, party or parties may require.

6.7 Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term hereof, then such clause shall be deemed to be deleted therefrom, and the remainder of this Agreement shall not be affected thereby, and shall remain in full force and effect.

6.8 Assignment. The rights of the Parties under this Agreement are personal to the Parties and may not be assigned without the prior written consent of the other Party, which shall not be unreasonably withheld. ~~AFA~~PFL shall have the right to assign its rights and obligations under this Agreement to a third party with Village and Board approval, which shall not be unreasonably withheld, by providing the Village and the Board thirty-day prior written notice ("**Assignment Notice Period**") in accordance with Section 6.3 of this Agreement. If the Village

fails to approve or reject such request within the Assignment Notice Period, then such assignment shall be considered approved by the Village. Any purported assignment in violation of the foregoing prohibition shall be void. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the Parties hereto and their respective successors and permitted assigns. Any assignment of this agreement shall not relieve ~~AFA~~PFL from liability under this Agreement and ~~AFA~~PFL shall be jointly and severally liable with assignee for the performance of its obligations under this Agreement.

6.9 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

6.10 Governing Law; Venue; Attorneys' Fees. This Agreement is made pursuant to all of the rights and obligations of the Parties hereto and all of the terms and conditions hereof shall be construed in accordance with and governed by the laws of the State of Florida without giving effect to conflicts of laws principles. Venue lies solely in Miami-Dade County, Florida. In the event of any litigation or other legal proceeding between the Parties arising under this Agreement, each Party shall be responsible for their respective attorneys' fees and costs.

6.11 Waiver. No consent or waiver, express or implied, by either Party to or of any breach or default by the other Party in the performance of this Agreement shall be construed as a consent or waiver to or of any subsequent breach or default in the performance by such other Party of the same or any other obligation hereunder.

6.12 Time of Essence. Time is of the essence of this Agreement.

6.13 No Partnership or Joint Venture. Nothing contained in this Agreement shall constitute or be construed to be or create a partnership or joint venture between Village and ~~AFA~~PFL.

6.14 Amendments. This Agreement may not be modified, altered or amended except pursuant to a written instrument executed by Village and ~~AFA~~PFL with the same formalities of this Agreement, including, without limitation, approval of the amendment by the Village Commission. The Parties acknowledge and agree that any such amendment will be subject to the Board's prior written approval, which the Board may grant or withhold in its sole discretion.

6.15 Agreement Not an Interest in Real Property. This Agreement shall not be deemed at any time to be an interest in real estate or a lien of any nature against the TIES Property. This Section shall be self-operative and no further instrument of subordination shall be required by any mortgagee, if any.

6.16 Counterparts. This Agreement may be executed in counterparts and all counterparts shall be considered part of one Agreement binding on all Parties hereto.

6.17 Days. Unless specifically called out in this Agreement to the contrary, all references to "days" shall refer to calendar days. If a date referenced in this Agreement falls on a Saturday, Sunday, state, or federal holiday, it shall be deemed to fall on the next business day.

6.18 Non-Discrimination. In the performance of its obligations under this Agreement, ~~AFA~~PFL shall comply with the provisions of any federal, state or local law prohibiting discrimination in housing on the grounds of race, color, sex, creed or national origin, including, without limitation, (i) Title VI of the Civil Rights Act of 1964 (Public Law 88-362, 78 Stat. 241), and all requirements imposed by or pursuant to HUD regulations (24 C.F.R., Subtitle A, Part 1) issued pursuant thereto, (ii) regulations issued pursuant to Executive Order 11063 and (iii) Title VIII of the 1968 Civil Rights Act.

6.19 **Jury Trial Waiver. TO THE FULLEST EXTENT NOT PROHIBITED BY APPLICABLE LAW WHICH CANNOT BE WAIVED, EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVES ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHT, POWER, REMEDY, OR DEFENSE ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PROJECT, WHETHER SOUNDING IN TORT OR CONTRACT OR OTHERWISE, OR WITH RESPECT TO ANY COURSE OR CONDUCT, COURSE OR DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF ANY PARTY RELATING TO THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A JUDGE AND NOT BEFORE A JURY. EACH OF THE PARTIES HERETO FURTHER WAIVES ANY RIGHT TO SEEK TO CONSOLIDATE ANY SUCH LITIGATION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER LITIGATION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. FURTHER, EACH OF THE PARTIES HERETO HEREBY CERTIFIES THAT NONE OF ITS REPRESENTATIVES, AGENTS OR ATTORNEYS HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT IT WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. EACH OF THE PARTIES HERETO ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION ARE A MATERIAL INDUCEMENT TO THE ACCEPTANCE OF THIS AGREEMENT BY THE OTHER PARTY HERETO.**

6.20 Drug Free Workplace. ~~AFA~~PFL shall at all times comply with, and shall use its good faith efforts to cause its employees to at all times comply with, the Federal Drug Free Workplace Act of 1988 or any regulations promulgated thereunder, including, without limitation, the regulations at 24 C.F.R. Part 24 (April 1, 1992).

6.21 Force Majeure. To the extent that the performance by either Party of any obligation under this Agreement is actually prevented, delayed, retarded or hindered by a "Force Majeure Event" (as hereinafter defined), and such Party promptly notifies the other Party of the existence of such Force Majeure Event and identifies the same to the other Party as a Force Majeure Event, then such Party's performance of such obligation shall be deferred by the lesser of (i) the period of time in which performance is so prevented, delayed, retarded or hindered, or (ii) twelve (12) months. "**Force Majeure Event**" refers to and includes any act of God or nature, an act of terrorism or war, suspension of government operations, extraordinary closure of government offices, general moratoria on development of the Project and other properties in the vicinity of the Project, strikes, civil disturbance, labor troubles, or any other cause that is not within the reasonable

control of ~~AFA~~PFL or Village, specifically excluding delays due to shortage or unavailability of funds or financial condition. The Parties expressly acknowledge and agree that the COVID-19 pandemic shall not be a Force Majeure Event under this Agreement, except in case of a new COVID-19 variant or government-mandated lockdown.

6.22 Confidentiality and Publicity.

(a) This Agreement is subject to the Florida Public Records Act, Chapter 119, Florida Statutes. Village agrees to not to disclose financial information regarding ~~AFA~~PFL or other information marked or stamped as being proprietary or confidential by ~~AFA~~PFL (such as, without limitation, general construction cost data, bank accounts maintained by ~~AFA~~PFL, or information regarding other projects constructed, developed, leased or managed by ~~AFA~~PFL) to any person or entity, except to the extent permitted herein or to the extent such disclosure is necessary for Village to comply with legal process and state law.

(b) Notwithstanding the foregoing, the Parties and their affiliates and representatives may (i) issue press releases, (ii) make any other public announcements or statements with respect to the transactions contemplated by this Agreement, and (iii) disclose the name of ~~AFA~~PFL.

6.23 Authority. Each Party represents to the other that it has the power and authority to enter into this Agreement and that the person executing on its behalf has the power to do so and to bind it to the terms of this Agreement.

6.24 Expert Resolution Process. All disputes regarding the matters described in Sections 1.1, 1.2, 3.1, 6.21 (individually, an "**ERP Dispute**" and collectively, the "**ERP Disputes**"), shall be resolved in accordance with the expert resolution process described below in the provisions of this Section 6.24 (the "**ERP**").

(a) The Party desiring that the Expert resolve any ERP Dispute (the "**Initiating Party**") shall give notice in accordance with the provisions of this Agreement to the other Party (the "**Recipient Party**") that it desires to initiate the ERP (the "**ERP Notice**"). The Initiating Party and the Recipient Party shall agree on the Expert as set forth in subsection (f) below. The cost of the ERP shall be borne equally between the Parties.

(a) Within thirty (30) days after the selection of the Expert (as defined below), the Initiating Party and the Recipient Party shall submit their ERP Dispute to the Expert for determination. The Expert shall discuss the ERP Dispute in detail with the Initiating Party and the Recipient Party and otherwise undertake such investigation and study such materials as the Expert believes reasonably necessary to make an informed decision. Examination of witnesses by the Initiating Party and the Recipient Party and by the Expert shall be permitted in the discretion of the Expert.

(b) A written transcript of the proceeding shall be made and furnished to the Parties. The Expert shall determine any ERP Dispute, controversy or claim under this

Agreement in accordance with the terms hereof. The Expert shall state the reasons upon which its decision is based in writing. The decision of the Expert shall be issued promptly but in no event later than thirty (30) days after the Parties have submitted their final statements and proofs to the Expert. Each Party shall have the right to bring an action in any court of competent jurisdiction to enforce the Expert's award.

(c) The Expert may grant any remedy or relief within the scope of this Agreement and the applicable provisions hereof and under applicable law. In the absence of fraud, gross misconduct, collusion, departure from the essential requirements of law or an error in law or a material fact appearing on the face of the order or award issued by the Expert, the written decision of the Expert shall be final and binding on the Parties. The Parties intend that the decision by the Expert shall be binding for all purposes and that no right of appeal shall exist; for the sake of clarity, any such ERP Dispute may not be relitigated through the ERP process or otherwise.

(d) The Parties voluntarily and knowingly waive any right to pursue any ERP Disputes involving the Parties in any forum or through any process or proceeding other than the process and procedures set forth in Section. The foregoing process shall be the exclusive method available for resolution of ERP Disputes hereunder that cannot otherwise be resolved.

(e) For purposes of this Agreement, **"Expert"** means an independent nationally recognized consulting or other firm or individual having at least ten (10) years recent professional experience as to the subject matter in question, who is qualified to resolve the issue in question and who is appointed in each instance by agreement of the Parties. In the event either Party calls for an Expert determination pursuant to the terms hereof, the Parties shall have thirty (30) days from the date of such request to mutually agree on one (1) recognized consulting firm or individual with relevant experience as the Expert and, if they fail to agree, each Party shall have an additional ten (10) days to each select one (1) recognized consulting firm or individual with relevant development experience as the Expert and within ten (10) days of such respective selections, the two (2) respective firms and/or individuals so selected by each of the Parties hereto shall select another such recognized consulting firm or individual to be the Expert. If either Party hereto fails to make its respective selection of a firm or individual within the ten (10) day period provided for above, then the other Party's selection shall be the Expert. Also, if the two respective firms and/or individuals so selected shall fail to select a third recognized consulting firm or individual to be the Expert, then the Expert shall be appointed by the American Arbitration Association in Miami-Dade County, Florida.

6.25 Covenant of Good Faith. The Parties affirm, agree and represent that will employ good faith and utilize fair dealing in the conduct all actions, undertakings and performance under this Agreement.

6.26 Compliance with Federal, State and Local Laws. ~~AFA~~PFL understands that agreements between private entities and local governments are subject to certain laws and

regulations, including laws pertaining to public records, conflict of interest, record keeping, etc., and certain professional standards for the applicable professions assisting local governments. Village and ~~AFA~~PFL agree to comply with and observe all applicable laws, codes, ordinances, and professional standards, as they may be amended from time to time. Additionally, ~~AFA~~PFL agrees to require ~~AFA's~~PFL's Consultants, along with its employees, its agents, consultants, contractors and its subcontractors to comply with and observe all applicable laws, codes, ordinances, and professional standards, as they may be amended from time to time.

6.27 Further Assurances. In addition to the obligations required to be performed under this Agreement by the parties, the parties shall perform from time to time such other acts, and shall execute, acknowledge and/or deliver such other instruments, documents and/or other materials, as may be reasonably required to consummate the transactions described in this Agreement.

6.28 Reaffirmation of Representations. AFA hereby reaffirms all of the representations contained in the Response to the RFP and related solicitation documents. AFA joins this Agreement for the sole and limited purpose of ensuring that the Project will be completed as agreed to by the Parties in the event PFL defaults. PFL is a legal and a patrimonially independent company from AFA and does not have any type of corporate dependency nor affiliation of any nature. PFL has authorization for the use of shield, emblems, logos, symbols, images and other identifying elements of AFA. In addition, it has authorization for the development of the AFA International Football Academy. AFA shall oversee the use of its brand, image and the operation of the AFA International Football Academy and in the event that AFA is harmed by PFL's use, AFA may request that PFL cure the situation and, if appropriate, terminate the license. In such event, AFA shall authorize another party, subject to the Village approval, which shall not be unreasonably withheld, to continue to use the brand, image and the operation of the AFA International Football Academy at the Project.

6.29 Entire Agreement. This Agreement, along with its exhibits, including the Operations and Management Agreement, contains the final and entire agreement between the Parties with respect to ~~AFA's~~PFL's engagement hereunder. The Parties shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, with respect to such engagement not contained in this Agreement.

6.30 Village's Sovereign Immunity. Notwithstanding anything to the contrary contained in this Agreement or in any exhibits attached hereto, it is expressly understood and agreed by and between the Parties that the Village does not waive its sovereign immunity and that Village's liability is subject to and in accordance with the limitations of Section 768.28, Florida Statutes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

~~**ASOCIACION DE FUTBOL ARGENTINO**, an association existing under the laws of the Republic of Argentina~~
PROJECT FOOTBALL LLC, a Florida limited liability company

By:_____
Name:_____
Title~~:_____~~:___Manager

Attest:

NORTH BAY VILLAGE, a Florida municipal corporation

_____
Village Clerk

By:_____
Village Manager

Approved for legal form and sufficiency
for the use and benefit of the Village

By:_____
Weiss Serota Helfman Cole + Bierman P.L.
Village Attorney

JOINDER

AFA hereby joins in the execution of this Agreement solely to acknowledge the Reaffirmation under Section 6.28 herein.

ASOCIACION DEL FUTBOL ARGENTINO, an association existing under the laws of the Republic of Argentina

By:_____

Name:_____
Title:_____

EXHIBIT A

DRAFT JUA

EXHIBIT B
LOT DESCRIPTION

The Project includes development the Treasure Island Elementary School (TIES) municipal site, as well as the provision of sports programming at:

- Treasure Island Elementary School, 7540 East Treasure Drive, North Bay Village. This site consists of over 12 acres of school property, with most of the buildings located toward the eastern and center portions of the site, with recreational and open space areas located around the perimeter. In 2020, the Village entered into a joint-use agreement with Miami-Dade County Public Schools (MDCPS) to (1) share use of TIES' recreational fields during weekday evenings and weekends, and (2) allow the Village to renovate the fields, largely at the Village's expense, with some level of contribution from MDCPS.



EXHIBIT C
DESCRIPTION OF IMPROVEMENTS

EXHIBIT D
PRELIMINARY BUDGET

TIES & GALLEON		
Project Funding Uses		
ITEM DESCRIPTION	**Galleon**	**TIES**
	NBV	NBV
MDCPS Admin. Fee		$100,000
Site Prep (Demolition/Clearing/Earthwork/ Grading)	$500,000	
Racquetball Court Demolition		$30,000
Sidewalks/Paths		$1,400,000
Path Lighting		$200,000
Landscaping	$70,000	$250,872
Drainage (Drainage under path around TIES property)/Irrigation		$600,000
Furnishings/Equipment		$150,000
Paving and Markings		$100,000
Contingency (Exterior Items Only)	$380,000	$173,197
	$950,000	**$3,004,069**

EXHIBIT E
INSURANCE REQUIREMENTS

- Commercial General Liability coverage with limits of liability of not less than a $1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit (except for Products/Completed Operations) shall be in the amount of $2,000,000.
- Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of $1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide work pursuant to this Contract who is not covered by Worker's Compensation insurance.
- Business Automobile Liability with minimum limits of $1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include Owned, Hired, and Non-Owned Vehicles.
- Builder's Risk property insurance upon the entire Work to the full replacement cost value thereof. This insurance shall include the interest of Village and Contractor and shall provide All-Risk coverage against loss by physical damage including, but not limited to, Fire, Extended Coverage, Theft, Vandalism and Malicious Mischief.

OPERATIONS AND MANAGEMENT AGREEMENT

(TIES Property)

This OPERATIONS AND MANAGEMENT AGREEMENT (the "**Agreement**") is entered into on this ___day of _____, 2024 by and between NORTH BAY VILLAGE, a Florida municipal corporation (the "**Village**"), and ~~ASOCIACION DE FUTBOL ARGENTINO,~~PROJECT FOOTBALL LLC, a Florida limited liability company an association formed under the laws of the Republic of Argentina ("~~AFA~~**PFL**"). The Village and AFA shall be referred to individually as a "**Party**" and/or collectively as the "**Parties**".

RECITALS:

A. The Village is a party to that certain that certain Joint Use Agreement dated July 20, 2020, which is in the process of being amended and restated by way of Amended and Restated Joint Use Agreement which is attached hereto as **Exhibit "A"** ("**JUA**") with the School Board of Miami-Dade County, Florida (the "**Board**") whereby the Village and Board agreed to redevelop and share the use of the fields at Treasure Island Elementary School (as such fields are further described in **Exhibit "B"**, the "**TIES Property**") and to contemplate redevelopment and use by AFA pursuant to this Agreement and the Management Agreement (as defined below). The attached JUA was approved by the Board on September 21, 2023 and is subject to continued negotiations on certain items without requiring further Board approval. The JUA will be signed upon approval by the Board of this Agreement and the Management Agreement.

B. Pursuant to the Development and Construction Agreement of even date herewith ("**Development and Construction Agreement**"), the Village and ~~AFA~~PFL have agreed that ~~AFA~~PFL will pay for and manage the development and construction of the following improvements (the "**Improvements**") on the TIES Property, which is owned by the Board: (i) one synthetic turf soccer field for 11 on 11 play, designed and built to professional soccer standards; (ii) four synthetic turf soccer fields for 5 on 5 play (all five soccer fields, the "**Soccer Fields**").

C. ~~AFA~~PFL agreed to develop the Improvements at its sole cost and in exchange, except for certain costs that shall be paid by the Village, for being granted the right to, on a revocable, non-exclusive basis: (1) use the Soccer Fields; (2) access to the parking spaces located on the TIES Property located closest to Galleon St. as granted in the JUA; and (3) the Licensed Area (as defined in the JUA) (all such licensed improvements shall be referred to as the "**Facilities**") on the terms and for the purposes expressly set forth in this Agreement.

D. In exchange for the right to use the Facilities and generate revenue therefrom, ~~AFA~~PFL agreed to (1) pay monthly to the Village an amount equal to 5% of the Net Income (as such term is defined below) arising from its operation of the Soccer Fields; and (2) to provide certain additional services, described in further detail in the scope of services attached hereto as **Exhibit "C"** (the "**Services**"), for the benefit of the Village, on the terms set forth in this Agreement;

E. The Parties agree that the terms of this Agreement are in compliance with applicable laws and regulations, and are expressly subject to prior review, consideration and approval by the Village as a condition precedent to its execution.

F. The Parties agree that their use of the TIES Property and the Improvements shall at all times be subject to the JUA. In the event of any inconsistency between the terms of this Agreement and the JUA, the JUA shall control.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

Article 1
EFFECTIVE DATE/CONTINGENCIES

1.1 Effective Date. This Agreement was executed on the date first set above, provided, however, that the obligations set forth in this Agreement shall become effective on the date of Completion of the Project (as such term is defined in the Development and Construction Agreement). Such date of Completion of the Project is hereinafter referred to as the "**Commencement Date.**"

1.2 Contingent. The Parties agree that this Agreement is contingent upon (a) approval of this Agreement by the Board; (b) the execution of the Development and Construction Agreement; and (c) Completion of the Project.

Article 2
LICENSE TO USE FACILITIES

2.1 Ownership of Facilities. At all times, the Board shall remain the sole owner of the TIES Property, the Improvements and the Facilities. ~~AFA~~PFL shall recognize the Board's ownership of the Facilities in its promotional materials related to the Facilities.

2.2 License to Use Facilities. Effective on the Commencement Date, the Village hereby grants ~~AFA~~PFL a revocable license (the "**License**") to enter upon the TIES Property and the Improvements on the terms and conditions set forth herein for purposes of operating the Soccer Fields and performing certain other services set forth in this Agreement, subject to the Board's rights pursuant to the JUA. ~~AFA~~PFL ACKNOWLEDGES AND AGREES THAT NEITHER IT, THE VILLAGE NOR ANY OF THEIR AFFILIATES HOLD ANY REAL PROPERTY INTEREST IN THE TIES PROPERTY OR ANY OF THE IMPROVEMENTS. ~~AFA~~PFL ACKNOWLEDGES AND AGREES THAT THE LICENSE GRANTED HEREUNDER DOES NOT CONSTITUTE A LEASEHOLD INTEREST OR OTHER INTEREST IN LAND.

2.3 License Term. The License shall commence on the Commencement Date and continue thereafter during the Term of this Agreement as defined herein. In the event this Agreement is terminated for any reason, the License shall terminate automatically.

2.4 Village and Board Right to Use Facilities. The License hereunder is granted on a non-exclusive basis and remains subject to the Village's and Board's right to use the Facilities for Village or Board events or activities, as the Parties shall reasonably coordinate on or before November 30 of each calendar year for the following calendar year. The License is also subject to the Board and the public's right to use the Facilities.

2.5 Relationship. Nothing contained in this Agreement shall (a) create any partnership or joint venture between the Village and ~~AFA~~PFL and any third party, nor (b) otherwise create any express or implied obligation, liability, or duty by the Village, or to ~~AFA~~PFL or any affiliate, principal, agent, or employee of Village, except as expressly set forth in this Agreement.

2.6 Agreement Subject to JUA. The Parties agree that their use of the TIES Property, the Improvements and the Facilities shall at all times be subject to the JUA. In the event of any inconsistency between the terms of this Agreement and the JUA, the JUA shall control.

Article 3
STANDARDS FOR THE OPERATION OF THE FACILITIES

3.1 General Standard of Operation. ~~AFA~~PFL shall operate the Facilities in an efficient, first class and reputable manner, consistent with similar athletic facilities in the Miami area and shall, except during reasonable periods for repairs, major maintenance, Special Events (as defined below) and closures for Force Majeure Events, keep the Facilities open to the public for business during Customary Business Hours except to the extent ~~AFA~~PFL may be prohibited from being open for business by Applicable Law. ~~AFA~~PFL shall have responsibility over the day-to-day operation of the Facilities and all activities carried out by ~~AFA~~PFL thereon during Customary Business Hours. No advertising of any kind shall be permitted in the Facilities except as agreed to between the Parties.

3.2 Use of Agents or Subcontractors.

(a) With the prior written approval of the Village and the Board, which approval may be granted or withheld in the Village and the Board sole and absolute discretion, ~~AFA~~PFL may perform its obligations under this Agreement through agents, subcontractors or sublicensees (the "**Agents**") provided that ~~AFA~~PFL shall remain liable for such performance and shall indemnify the Village against any loss or damage suffered by the Village arising from any act or omission of such Agents. ~~AFA~~PFL shall properly supervise, train and direct any such Agents and shall be responsible for their punctual payment in order to avoid disruption to the Programming Schedule. Each Agent used by ~~AFA~~PFL in connection with the Facilities shall satisfy the insurance requirements set forth in Section 5.3. A list of pre-approved Agents is attached hereto as Schedule 1.

(b) Any Agent shall be required to comply with the background requirements set forth in Section 3.15.

3.3 Hours of Operation. For purposes of this Agreement, "**Customary Business Hours**" shall be as follows: 5:30 p.m. (with a set-up period beginning at 5:00 p.m.) and ending at 11:00 p.m., and on weekends from 8:00 a.m. (with a set-up period beginning at 7:30 a.m.) to 11:00 p.m (with a clean-up period ending at 11:30 p.m.). The Village and ~~AFA~~PFL agree that ~~AFA~~PFL shall not use the Facilities prior to, or after, the Customary Business Hours.

3.4 Programming of Activities. ~~AFA~~PFL shall use the Facilities, or make the Facilities available for use to the public, as set forth in the programming schedule attached hereto as **Exhibit "D"** (the "**Programming Schedule**"), which Programming Schedule may be amended or supplemented from time to time as negotiated and agreed to in good faith by the Parties. The

Programming Schedule shall include time blocks reserved for free use by the general public; use by the AFA International Soccer Academy (as defined below); and rental of the facilities to the general public. The Village and ~~AFA~~PFL, along with a representative from the School Board, shall negotiate and update the Programming Schedule within fifteen (15) days prior to the beginning of each school year in the Board. The Parties acknowledge and agree that the School Board may require certain "Exclusion Days" pursuant to the JUA.

3.5 Programs and Events. Subject to Special Events (as defined below), ~~AFA~~PFL shall at all times ensure that the following activities are carried out on the Facilities, at the prices set forth in the price list attached hereto as **Exhibit "E"** (which price list may be amended from time to time by ~~AFA~~PFL subject to reasonable approval of the Village):

(a) AFA International Soccer Academy. ~~AFA~~PFL, directly or through an agent approved by the Village, shall organize and operate a recreational and competitive soccer academy aimed at training children from 5 to 18 years old (the "**AFA International Soccer Academy**"). The AFA International Soccer Academy shall use AFA's name and insignia and participate in competitive soccer leagues based on its participants' abilities. ~~AFA~~PFL shall offer twenty-five (25) scholarships for free attendance to the AFA International Soccer Academy by children who are residents of the Village and who demonstrate talent and commitment to soccer. ~~AFA~~PFL, at its sole discretion, may withdraw the ~~-~~ scholarship from any child that it determines is not performing or shows no interest in participating in the program and such fee waiver may be awarded to a new child resident of the Village.

(b) Facilities Rentals. During the time blocks so designated in the Programming Schedule, ~~AFA~~PFL shall make the facilities available for rental by the general public.

(c) Free Use of Facilities. During the time blocks so designated in the Programming Schedule, ~~AFA~~PFL shall make the facilities available for use by the general public at no cost to the general public. The Parties agree that if a Soccer Field is not occupied 10 minutes after the commencement of the hour, it will become automatically available to Village residents at no charge. In addition, the Village residents shall have access to 30 hours of use of the Soccer Field per month during the Programming Schedule upon availability by reserving the fields through the Booking System (as defined below) and upon providing proof of residence in the Village.

3.6 Booking Facilities. ~~AFA~~PFL shall develop or license a web and mobile application to allow the general public to register for use of the Facilities (the "**Booking System**"). The Booking System will allow the general public to rent the facilities or reserve the Soccer Fields for free use as set forth in Section 3.5. At all times, ~~AFA~~PFL shall provide the Village with restricted administrator access to the Booking System, provided, however, that the Village shall not make any changes or edits in the Booking System. Any changes requested by Village shall be performed by ~~AFA. AFA's~~PFL. PFL's personnel shall be responsible to check-in all users of the Facilities and ensure the orderly and fair use of the Facilities by all members of the general public.

3.7 Special Events. For purposes of this Agreement, "Special Events" shall mean events:

(a) Intended to or likely to attract substantial crowds;

(b) Open to the public; and

(c) Unlike the customary or usual activities generally associated with the Facilities.

~~AFA~~PFL and the Village may use the Facilities to hold Special Events disrupting the Programming Schedule. Special Events will require Village and School Board approval and ~~AFA~~PFL shall request said use, in writing with a minimum of fifteen (15) calendar days advance notice provided to the Village, with a copy to the Board, and that the Parties shall use reasonable efforts to minimize disruption on areas not used for such Special Events.

3.8 Performance of Services. During the Term, ~~AFA~~PFL shall provide the Services set forth in the service proposal attached hereto as **Exhibit "C"** and incorporated herein by reference. ~~AFA~~PFL shall not receive compensation for the provision of such Services and it acknowledges that such Services are provided solely in consideration for the License provided hereunder. ~~AFA~~PFL hereby covenants that at all times during the Term it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for the Village as an independent contractor of the Village. ~~AFA~~PFL further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

3.9 Maintenance of Facilities. ~~AFA~~PFL shall, at its sole cost and expense, maintain the Facilities in good, clean and working condition, and make all needed repairs and replacements of and to all structural and non-structural portions of the Facilities. The Village shall, at its sole cost and expense, subject to budgeted funds, maintain the Facilities in good, clean and working condition, and make all needed repairs and replacements of and to all structural and non-structural portions of the Facilities.

3.10 Security of Facilities. ~~AFA~~PFL shall ensure the safe and secure operation of the Facilities during Customary Business Hours, as the Village and the Board may reasonably require. ~~AFA~~PFL shall procure, at its own costs and expense, the services of one or more off-duty School District Police Officers, at ~~AFA's~~PFL's sole cost and expense, to provide proper supervision and security of the Facilities at all times during Customary Business Hours and Special Events. The sale or consumption of alcoholic beverages by any party, including, without limitation, any of ~~AFA's~~PFL's personnel, guests, staff, invitees, affiliates or patrons, within the TIES Property is expressly prohibited at all times.

3.11 Compliance with Laws. With respect to the use of the Facilities, ~~AFA~~PFL shall be responsible, at its sole cost and expense, for compliance with the laws, rules, regulations, orders, ordinances, statutes, codes and requirements of all federal, state and local governmental or quasi-governmental entity with jurisdiction over the Facilities, including, without limitation, (i) all ordinances, codes, regulations, and requirements, including building codes, (ii) the Americans with Disabilities Act and the regulations issued pursuant thereto, and any similar Florida statutes governing accessibility, and any successor statutes (collectively, the "**Accessibility Laws**"), and

(iii) the laws, rules, regulations, orders, ordinances, statutes, codes and requirements of any applicable fire rating bureau or other governmental or quasi-governmental entity performing similar functions (all of the foregoing being referred to collectively herein as "**Applicable Law**"), whether in force as of the date of this Agreement or which may hereafter be enacted, and which shall impose any duty with respect to the use, occupancy, or alteration of the Facilities. ~~AFA~~PFL shall procure, at its sole cost and expense, any permits and licenses required by Applicable Laws, for the transaction and/or conduct of business in the Facilities, ~~AFA's~~PFL's use and occupancy of the Facilities, accommodation of ~~AFA's~~PFL's employees, agents and contractors, and any installations or alterations made by ~~AFA~~PFL in or to the Facilities. At Village's request, ~~AFA~~PFL shall deliver to Village copies of all such permits and licenses and proof of ~~AFA's~~PFL's compliance with all Applicable Laws, as defined below.

3.12 Payment of Utilities. Beginning on the Commencement Date, ~~AFA~~PFL shall promptly pay all charges for electricity, water, gas, telephone service, sewerage service, HVAC and other utilities serving the portions of the Facilities and shall promptly pay any maintenance charges therefor. The determination of amounts to be paid for Utilities by ~~AFA~~PFL and the Village shall be based on meters located throughout the Facilities.

3.13 Ad Valorem Taxes. The Village shall not be responsible for the payment of ad valorem taxes for the Facilities nor any portion thereof subject to shared use agreements. ~~AFA~~PFL agrees to execute any documentation or take such other action necessary to avoid creating an obligation to pay ad valorem taxes on the Facilities. If, for any reason whatsoever, the Village has to pay ad valorem taxes in connection with the Facilities, ~~AFA~~PFL agrees to reimburse the Village for an amount corresponding to such ad valorem taxes within five (5) business days after payment of such ad valorem taxes is made by the Village.

3.14 Access to Facilities. At all times, the Village and the School Board, or any of their agents, representatives or employees, shall have the right to enter the Facilities during Customary Business Hours to examine same or to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort or preservation of the Facilities, provided such activities do not unreasonably interfere with ~~AFA's~~PFL's use of the Facilities.

3.15 Background Check Policy.

(a) ~~AFA~~PFL shall comply at all times with the requirements of Sections, 1012.465, 1012.32, and 1012.467, Florida Statutes, Board Policies 6320 and 8475, as amended from time to time. ~~AFA~~PFL and all of its employees, agents, contractors, and subcontractors who provide or may provide services under this Agreement will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced Statutes and Board Policies prior to entering or providing services relating to the Facilities. ~~AFA~~PFL agrees that its employees, representatives, agents, subcontractors or suppliers who are permitted access on the Facilities when students are present, who have direct contact with students or who have access to or control of School funds must meet level 2 screening requirements as described in the above-referenced Statutes and School Board Policies. ~~AFA~~PFL shall bear any and all costs associated with acquiring the required background screening - including any costs associated with fingerprinting and

obtaining the required photo identification badge. ~~AFA~~PFL agrees to require all its affected employees to sign a statement, as a condition of employment with ~~AFA~~PFL in relation to performance under this Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify ~~AFA~~PFL of any arrest(s) or conviction(s) of any offense enumerated in School Board Policies 6320 and 8475 within 48 hours of its occurrence.

(b) ~~AFA~~PFL agrees to provide the Village with a list of all of ~~AFA's~~PFL's employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. ~~AFA~~PFL agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. ~~AFA~~PFL further agrees to notify the Village immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by ~~AFA~~PFL to notify the Village of such arrest or conviction within 48 hours of being put on notice and within 5 business days of the occurrence of qualifying arrest or conviction the employee is not terminated, shall constitute grounds for the Village, at its sole option, to place ~~AFA~~PFL in default.

Article 4
REVENUE SHARING

4.1 Village Fee. Upon ~~AFA~~PFL recovering the amount of $75,000 (as such amount may be reduced by any refund issued by the Board to the Village – which shall be returned by Village to ~~AFA~~PFL no later than five (5) business days) advanced to the Board for the negotiation of the JUA, ~~AFA~~PFL shall pay to the Village for each calendar quarter during the Term an amount equal to five percent (5%) of Net Income (as defined below) from all academies, camps, rental of Soccer Fields and other revenue generating events strictly performed at the Facilities (the "**Village Fee**"). ~~AFA~~PFL shall submit to Village on or before the tenth (10) business day following the end of each calendar quarter during the Term hereof, a written statement signed by an officer or manager of ~~AFA~~PFL and certified by him or her to be true and correct, showing the amount of Net Income during the preceding calendar quarter ("**Statement of Net Income**"). During the Term, ~~AFA~~PFL shall pay the Village Fee to the Village on a quarterly basis, no later than thirty (30) days following the end of each calendar quarter.

4.2 Definition of Net Income. As used herein the term "**Net Income**" shall mean the amount, determined in accordance with U.S. Generally Accepted Accounting Principles applicable to the cash method of accounting of gross sales and other income arising out of the use of the Facilities collected by ~~AFA~~PFL (as defined in Section 4.1), minus all operating expenses, other business expenses (strictly related to the use and operation of the Facilities), taxes and interest on debt. For the avoidance of doubt, in the calculation of Net Income, ~~AFA~~PFL shall not deduct costs incurred by ~~AFA~~PFL for the construction of the Facilities pursuant to the Development and Construction Agreement. For further avoidance of doubt, Net Income shall not include any income generated from (i) AFA ~~soccer academies~~International Soccer Academies, camps, or soccer field rentals operated outside of the Facilities; (ii) programs or events organized by ~~AFA~~PFL which take place outside of the Facilities even if some participants of such programs or events are from the

soccer academy operated on the Facilities; (iii) sponsorships negotiated by ~~AFA~~PFL on a national or global basis; or (iv) programs organized in the Facilities to train foreign children arising from global agreements, provided that such programs may be hosted no more than 4 times per calendar year for periods not to exceed 2 weeks and that ~~AFA~~PFL shall pay to the Village the applicable rental value for the Facilities for the operation of such programs.

4.3 Audit Rights. During the Term of this Agreement, up to two times per calendar year, on five (5) Business Days' notice and during regular business hours, the Village or the Board may at its own expense reasonably inspect, or have its attorney or accountant inspect and audit ~~AFA's~~PFL's books, records, and other documents relating specifically to the Facilities as necessary to verify compliance with the terms and conditions of this Agreement, including, without limitation the accuracy of each Statement of Net Income submitted by ~~AFA~~PFL.

4.4 Minimum Fee. Notwithstanding the foregoing, ~~AFA~~PFL agrees to pay in advance to the Village beginning on the effective date of the JUA and on each anniversary thereafter an annual minimum fee in the amounts set forth in the table below:

Time Period	**Minimum Fee**
Year 1	$0.00
Year 2	$75,000.00 (subject to subsection (ii) below)
Year 3	$50,000.00
Year 4 through Year 10	$75,000.00
Year 11 through Year 30	$80,000.00

Provided, however, that to the extent ~~AFA~~PFL is not in default under the terms of this Agreement beyond any applicable notice and/or cure periods set forth herein, the Minimum Fee for the second (2nd) year of the Term (the "**Deferred Payment**") shall be deferred in its entirety and payable to the Village during years 11 through 15 of the Term, in equal annual installments payable at the same time and in the same manner as the Minimum Fee for each such year of the Term A. In the event, the Premises are used by ~~AFA~~PFL for the operation of Daytime Camps within the meaning that such term has in the JUA, ~~AFA~~PFL agrees to pay to the Village the corresponding minimum fee set forth in Art. V of the JUA.

Article 5
INSURANCE

5.1 No Liability by Village. VILLAGE SHALL NOT BE LIABLE TO ~~AFA~~PFL OR TO ~~AFA'S~~PFL'S EMPLOYEES, AGENTS, CUSTOMERS OR INVITEES, OR TO ANY OTHER PERSON OR ENTITY WHOMSOEVER, FOR ANY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY (A) OCCURRING ON OR

ABOUT THE FACILITIES ARISING OUT OF THE USE OR OCCUPANCY BY ~~AFA~~PFL, ITS EMPLOYEES, AGENTS, CUSTOMERS AND INVITEES, OF THE FACILITIES AND THE CONDUCT OF ~~AFA'S~~PFL'S BUSINESS THEREIN, UNLESS CAUSED BY THE GROSS NEGLIGENCE OR INTENTIONAL OR WILLFUL MISCONDUCT OF VILLAGE, ITS AGENTS OR EMPLOYEES, OR (B) ARISING OUT OF ANY BREACH OR DEFAULT BY ~~AFA~~PFL IN THE PERFORMANCE OF ITS OBLIGATIONS HEREUNDER, AND ~~AFA~~PFL INDEMNIFIES AND AGREES TO DEFEND AND HOLD VILLAGE HARMLESS FROM ANY LOSS, EXPENSE OR CLAIMS ARISING OUT OF SUCH DAMAGE, INJURY, DEATH OR LOSS.

5.2 No Liability by ~~AFA. AFA~~PFL. PFL SHALL NOT BE LIABLE TO VILLAGE OR TO VILLAGE'S EMPLOYEES, AGENTS, CUSTOMERS OR INVITEES, OR TO ANY OTHER PERSON OR ENTITY WHOMSOEVER, FOR ANY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY (A) OCCURRING ON OR ABOUT THE FACILITIES ARISING OUT OF THE USE OR OCCUPANCY BY VILLAGE, ITS EMPLOYEES, AGENTS, CUSTOMERS AND INVITEES, OF THE FACILITIES AND THE CONDUCT OF VILLAGE'S BUSINESS THEREIN, UNLESS CAUSED BY THE GROSS NEGLIGENCE OR INTENTIONAL OR WILLFUL MISCONDUCT OF ~~AFA~~PFL, ITS AGENTS OR EMPLOYEES, OR (B) ARISING OUT OF ANY BREACH OR DEFAULT BY VILLAGE IN THE PERFORMANCE OF ITS OBLIGATIONS HEREUNDER, AND VILLAGE INDEMNIFIES AND AGREES TO DEFEND AND HOLD ~~AFA~~PFL HARMLESS FROM ANY LOSS, EXPENSE OR CLAIMS ARISING OUT OF SUCH DAMAGE, INJURY, DEATH OR LOSS.

5.3 Insurance Requirements. ~~AFA~~PFL, at its sole cost and expense, shall procure and maintain throughout the Term the following insurance:

(a) a policy or policies of Comprehensive General Liability Insurance insuring both Village and ~~AFA~~PFL against all claims, demands or actions arising out of or in connection with ~~AFA's~~PFL's use or occupancy of the Facilities, or by the condition of the Facilities, the limits of such policy or policies to be in an amount not less than $2,000,000 in respect of any one occurrence for bodily injury and property damage and a General Aggregate limit of $5,000,000. Such policy must include products or completed operations liability, independent contractor coverage, non-owned and hired vehicle liability. Village shall have a policy or policies of Comprehensive General Liability Insurance insuring the Village against all claims, demands or actions arising out of or in connection with Village's use or occupancy of the Facilities, or by the condition of the Facilities, the limits of such policy or policies to be in an amount typically required of municipal corporations. Such policy must include products or completed operations liability, independent contractor coverage, non-owned and hired vehicle liability;

(b) "all-risk" or "special form" property insurance covering all of the Facilities and ~~AFA's~~PFL's personal property in, on or at the Facilities, including, without limitation, ~~AFA's~~PFL's trade fixtures and equipment, at the full replacement cost of the foregoing. Such policy must be written in amounts of coverage that meet any coinsurance requirements, must include vandalism and malicious mischief coverage;

(c) Worker's Compensation Insurance and Employer's Liability Insurance in the minimum amounts required by applicable state law, with all such policies containing waivers of subrogation in favor of Village; and

(d) coverage for all owned, non-owned, and hired vehicles, including the ownership, maintenance and operation thereof, and including loading and unloading thereof. The business automobile liability insurance must provide a combined single limit of $2,000,000.00 per occurrence. The policy shall contain the following endorsements (if available) in favor of Village:

(i) Waiver of Subrogation endorsement TE 2046A;
(ii) 30 day notice of Cancellation endorsement TE 0202A; and
(iii) Additional Insured endorsement TE 9901B.

All deductibles or self-insured retentions must be declared to and be reasonably approved by the Village. ~~AFA~~PFL shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim. All insurance policies are to be written by insurance companies qualified to do business in the State of Florida and shall name the Village as additional insured. "The School Board of Miami-Dade County, Florida and its members, officers and employees" shall also be named as an additional insured on all liability coverages. ~~AFA~~PFL shall obtain a written obligation on the part of each insurance company to notify Village at least thirty (30) days prior to cancellation of such insurance. Such policies or duly executed certificates of insurance shall be promptly delivered to Village and renewals thereof, as required, shall be delivered to Village at least thirty (30) days prior to the expiration of the respective policy terms.

The Parties agree that the Village shall carry insurance at its sole cost and expense to cover any and all liabilities similar to those described in this Article 5 and the same amounts currently held by the Village which shall include, but not be limited to, coverage for any and all events organized by the Village in the Facilities, during any general use of the Facilities at all hours (including during Customary Business Hours), and for any trespass by any person not authorized to be on the Facility grounds.

Article 6
DEFAULT AND REMEDIES

6.1 ~~AFA~~PFL Default. The following shall be deemed to be events of default ("**Default**") by ~~AFA~~PFL under this Agreement:

(a) the theft, fraud or other dishonesty of ~~AFA~~PFL;

(b) the gross negligence or willful misconduct of ~~AFA~~PFL;

(c) ~~AFA's~~PFL's failure to pay the Village Fee when due;

(d) ~~AFA's~~PFL's failure to pay when due any federal, state, and local taxes levied, charged or assessed against ~~AFA~~PFL in connection with any business or activity that ~~AFA~~PFL will operate from the Facilities;

(e) ~~AFA's~~PFL's failure to maintain the Facilities open for business as set forth in this Agreement;

(f) The dissolution of ~~AFA~~PFL or the sale, assignment, pledge or conveyance of this Agreement not previously approved by the Village in its sole discretion, which shall not be unreasonably withheld, or the placement of ~~AFA~~PFL, its principals or affiliates on the convicted vendors list, or if they are convicted of any crime involving moral turpitude;

(g) (i) any receiver, trustee or custodian shall be appointed for all or any substantial part of the property or assets of ~~AFA~~PFL; (ii) ~~AFA~~PFL shall commence any voluntary proceeding under present or future U.S. federal law or the bankruptcy laws of Argentina or under any other bankruptcy, insolvency or other laws respecting debtor's rights; or (iii) an "order for relief" or other judgment or decree by any court of competent jurisdiction is entered against ~~AFA~~PFL in any involuntary proceeding against ~~AFA~~PFL under present or future U.S. federal or Argentinian bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights, or any such involuntary proceeding shall be commenced against ~~AFA~~PFL and shall continue for a period of ninety (90) days after commencement without dismissal; or any act or omission of ~~AFA~~PFL that constitutes a breach of this Agreement and the failure by ~~AFA~~PFL to cure such breach within thirty (30) days of written notice thereof from Village provided, however, that, if such failure is not reasonably capable of being cured within such thirty (30) day period, and if ~~AFA~~PFL shall initiate diligent efforts to cure such failure within such thirty (30) day period, and thereafter diligently shall pursue such cure, then such cure period shall be extended for such period of time as is reasonably necessary under the attendant facts and circumstances to cure such failure, such extension not to exceed, however, ninety (90) days in the aggregate.

(h) A default by ~~AFA~~PFL of its obligations under that certain Operations and Management Agreement between ~~AFA~~PFL and the Village for the Galleon St. Property of even date herewith.

6.2 Village Remedies upon ~~AFA~~PFL Default. Upon the occurrence of any ~~AFA~~PFL Default described in Section 6.1 or elsewhere in this Agreement, the Village shall have the option to pursue, in addition to all rights and remedies available to the Village at law and in equity, the right to terminate this Agreement by providing ~~AFA~~PFL written notice and ten (10) business days to cure any ~~AFA~~PFL Default provided, however, that, if such failure is not reasonably capable of being cured within such ten (10) business day period, and if ~~AFA~~PFL shall initiate diligent efforts to cure such failure within such ten (10) business day period, and thereafter diligently shall pursue such cure, then such cure period shall be extended for such period of time as is reasonably necessary under the attendant facts and circumstances to cure such failure, such extension not to exceed, however, ninety (90) days in the aggregate.

Article 7
TERM AND TERMINATION

7.1 Term. This Agreement shall continue for a term of thirty (30) years (the "**Term**"), as extended or sooner terminated under the terms of this Agreement. If the Commencement Date falls on a day other than the first day of a month, then for purposes of calculating the length of the Term, the first month of the Term shall be the month immediately following the month in which

the Commencement Date occurs.

7.2 Termination for Cause by the Village. If the Village terminates this Agreement upon the occurrence of an ~~AFA~~PFL Default pursuant to Section 6.1, ~~AFA~~PFL shall not be entitled to any compensation, reimbursement, or the recoupment of any costs sustained in the performance of this Agreement.

7.3 Termination without Cause by Village.

(a) This Agreement may be terminated by the Village without Cause in whole or in part at any time, as determined by the Village in its sole and absolute discretion .

(b) Upon Termination by Village without Cause or upon Termination due to Village Default (as defined below) both a "**NBV Termination**", ~~AFA~~PFL shall be entitled to a return of the total amount of actual, documented costs and expenses incurred by ~~AFA~~PFL, up to and not exceeding $3,500,000, in the development and construction of the Project ("**Investment Amount**") by ~~AFA~~PFL under the Development and Construction Agreement. The Investment Amount shall be due in full if the NBV Termination occurs between the Commencement Date and the 10th anniversary from the Effective Date ("**First Period**"). If the NBV Termination occurs between the 10th anniversary of the Commencement Date and the 20th anniversary from the Commencement Date ("**Second Period**"), the Investment Amount shall be reduced by one-half ("**Reduced Investment Amount**"). If the NBV Termination occurs after the 20th anniversary from the Commencement Date ("**Third Period**"), the Investment Amount shall be fully abated and the Village will not owe such Investment Amount to ~~AFA~~PFL. The Investment Amount shall be paid by the Village within thirty (30) days from the date of termination.

(c) Additionally, upon the occurrence of a NBV Termination, the Village shall pay to ~~AFA~~PFL an annual amount equal to 7% of the Investment Amount per year remaining in the First Period, 7% of the Reduced Investment Amount per year remaining within the Second Period and 7% of the Reduced Investment Amount per year remaining in the Third Period (such amount the "**Expectation Fee**", and, together with the applicable Investment Amount, the "**Early Termination Fee**"). The Expectation Fee for the year of termination shall be due and payable to ~~AFA~~PFL within thirty (30) days after the end of such contract year. All subsequent Expectation Fee payments shall be due within thirty days after the end of the applicable contract year. For example, if a NBV Termination takes place in year 21, the Village shall pay an Early Termination Fee of $1,225,000, which is comprised of an Investment Amount of $0.00 and an Expectation Fee of $1,225,000 (calculated as 7% of $1,750,000 multiplied by 10). For clarification purposes, please see a sample chart attached hereto as Schedule 2 using a hypothetical Investment Amount for illustrative purposes.

7.4 Termination by Board. In the event, between the 7th anniversary of the Commencement and the 10th anniversary from the Commencement Date of this Agreement, the Board terminates the JUA or the Village or ~~AFA's~~PFL's right to use the Facilities pursuant to Article XVI of the JUA, the Village agrees to pay a reduced Early Termination Fee in an amount equal to the Net Income for the prior contract year, provided, however, that such reduced amount shall be no less than $700,000 and shall not exceed $850,000.

7.5 ~~AFA~~PFL Indemnity Undertaking. ~~AFA~~PFL agrees to indemnify, defend (at its own cost and expense by defense counsel reasonably acceptable to the Village Attorney which approval must be timely and not unreasonably withheld) and hold harmless each Village Indemnitee (as defined herein) from and against any and all Liabilities that may be incurred by such Village Indemnitee by reason of, or in connection with, ~~AFA's~~PFL's Operation of the Facilities and any ~~AFA~~PFL Default under this Agreement. Exclusively for purposes of this Section, ~~AFA's~~PFL's Operation of the Facilities shall mean ~~AFA's~~PFL's use of the Soccer Fields. This indemnification provision shall obligate ~~AFA~~PFL to investigate, adjust, and respond (at its own expense) to any such claims, actions, demands and through investigatory, administrative, or appellate proceedings, and to any and all claims of liability and all suits and actions of every name and description covered by this Section, which may be brought against the Village whether performed by ~~AFA~~PFL or persons employed, utilized, or subcontracted by ~~AFA~~PFL. Notwithstanding the foregoing, ~~AFA's~~PFL's obligation to indemnify, defend and hold Village harmless hereunder shall not extend to liability caused solely by the willful misconduct or gross negligence of the Village or any person employed, utilized or subcontracted by the Village. This indemnification shall survive for 5 years from the date of this Agreement's termination. For purposes of this Agreement, the following terms have the following meanings:

(i) "**Village Indemnitee**" means each of the Village and the Board and their officers, directors, employees, and successors and assigns, jointly and severally, as well as any Village or Board's agency or instrumentality;

(ii) "**Liabilities**" means any and all, liabilities, indebtedness, obligations, expenses, claims, demands, actions, causes of action, suits, damages, costs, penalties, decrees, deficiencies, guarantees or endorsements of any type, whether accrued, absolute, contingent, matured, unmatured or otherwise (including costs and reasonable attorneys' fees and disbursements), and whether or not arising out of third party claims in connection with ~~AFA's~~PFL's use of the Facilities. Notwithstanding the foregoing, except in the event of theft, fraud or other dishonesty of ~~AFA~~PFL, the term "Liabilities" shall not include punitive or exemplary damages.

7.6 Village Default; Termination; Indemnity Undertaking.

(a) Village shall be in default under this Agreement ("**Village Default**") if Village or Board fails to perform or observe any express, proprietary or non-sovereign duty, term, obligation or agreement of Village or Board under this Agreement or JUA in any material respect, and fails to cure such failure within thirty (30) days of written notice thereof from ~~AFA~~PFL; provided, however, that, if such failure is not reasonably capable of being cured within such thirty (30) day period, and if Village shall initiate diligent efforts to cure such failure within such thirty (30) day period, and thereafter diligently shall pursue such cure, then such cure period shall be extended for such period of time as is reasonably necessary under the attendant facts and circumstances to cure such failure, such extension not to exceed, however, ninety (90) days in the aggregate or any lesser period required by any Governmental Authority or instrumentality to effect such cure. Upon the occurrence of a Default by Village or Board, which is not cured by Village or Board as set forth herein, ~~AFA~~PFL shall have the right to terminate this Agreement upon written notice of termination given by ~~AFA~~PFL and shall be entitled to the fees described in Section 7.3 or 7.4 as the case may be, provided, however, that no such amount shall be due by the Village in

the event the breach was caused by a breach by the Board of the Board's obligations pursuant to the JUA, in which case, the Village agrees to reasonably cooperate with ~~AFA~~PFL in enforcing its rights pursuant to the JUA and seeking reasonable compensation for such breach.

(b) ~~AFA~~PFL may terminate this Agreement at any time in the sole discretion of ~~AFA~~PFL effective upon written notice given by ~~AFA~~PFL in the event: (i) any receiver, trustee or custodian shall be appointed for all or any substantial part (i.e. more than 50%) of the property or assets of Village; (ii) Village shall commence any voluntary proceeding under present or future federal bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights; or (iii) an "order for relief" or other judgment or decree by any court of competent jurisdiction is entered against Village in any involuntary proceeding against Village under present or future federal bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights, or any such involuntary proceeding shall be commenced against Village and shall continue for a period of Ninety (90) days after commencement without dismissal. Any termination by ~~AFA~~PFL arising under Section 7.6(b) above entitles ~~AFA~~PFL to the amounts described in Section 7.3.

7.7 Termination Obligations. Within ten (10) days of the expiration or earlier termination of this Agreement, or upon the termination or suspension of the engagement and services of ~~AFA~~PFL hereunder, ~~AFA~~PFL shall:

(a) Deliver to the Village, or a third party designated by Village, all materials, supplies, equipment, keys, contracts and documents, copies of all books of account and records regarding the operation of the Facilities, all permits and approvals, plans and specifications maintained or in the possession or control of ~~AFA~~PFL (except for ~~AFA's~~PFL's personal property both tangible and intangible which shall be removed by ~~AFA~~PFL) under this Agreement and/or pertaining to the Project (copies of which may be made and retained by ~~AFA~~PFL at ~~AFA's~~PFL's sole cost and expense);

(b) Assign any contract rights regarding the TIES Property;

(c) Surrender the Facilities in good condition, reasonable wear and tear excepted, and loss by fire or other casualty excepted, and shall surrender all keys for the Facilities to Village and shall inform Village of all combinations on locks, safes and vaults, if any, in the Facilities; and

(d) Furnish all such information, take all such other action, and cooperate with Village as Village shall reasonably request in order to complete the orderly transfer of ~~AFA's~~PFL's services, duties, obligations and activities in connection with the Facilities.

Article 8
MISCELLANEOUS

8.1 Third Party Beneficiaries. The rights granted under this Agreement shall be solely for the benefit of Village and each person comprising the Village Indemnitee, and ~~AFA~~PFL and no other third party shall have any claim to any such right or benefit thereof. Notwithstanding the foregoing, the Board is a third party beneficiary to this Agreement on the same terms and conditions as the Village and is entitled to enforce the provisions of this Agreement without

participation of the Village, by providing ten (10) days' advance notice thereof to the Village and Village shall have three (3) business days to notify ~~AFA~~PFL. The Board may *inter alia* bring legal actions under this Agreement in its name as beneficiary without the participation of the Village or ~~AFA~~PFL, as applicable, and all warranties with respect to the services to be performed hereunder, express and implied, run to the Board in addition to ~~AFA~~PFL and the Village.

8.2 Notices.

(a) Any and all notices, demands, consents, approvals, offers, elections and other communications required or permitted under this Agreement (collectively, "**Notices**") shall be deemed given if in writing and the same shall be given by a nationally recognized overnight delivery service, postage prepaid.

(b) All Notices required or permitted to be sent hereunder shall be provided to the Board as well as its intended recipient and shall be deemed to have been given for all purposes of this Agreement (i) if delivered by hand upon the date of receipt or refusal, except that whenever under this Agreement a Notice is either received on a day which is not a business day or is required to be delivered on or before a specific day which is not a business day, the day of receipt or required delivery shall automatically be extended to the next business day, (ii) if delivered or sent by registered or certified mail, upon the earlier of the expiration of three (3) days after deposit in United States post office facilities properly addressed with postage prepaid or acknowledgment of receipt or (iii) if delivered via overnight courier, on the next business day after deposit with an overnight courier.

(c) All such Notices shall be addressed:

If to Village, to:

North Bay Village
Attn. Village Manager
North Bay Village Village Hall
1666 Kennedy Causeway
Suite 300
North Bay Village, FL 33141

With a copy to:

Weiss Serota Helfman Cole + Bierman
2800 Ponce De Leon, Suite 1200
Coral Gables, FL 33134
Attn. Haydee Sera, Village Attorney
Email: hsera@wsh-law.com

If to ~~AFA~~PFL, to:

Project Football LLC
777 Brickell Ave., Suite 1210

Miami, FL 33131
Attn: _____, Manager
Email: project@projectfootballsport.com

With a copy to (which shall not be considered notice):

Asociacion de Futbol Argentino
Viamonte 1366
CABA (C1053ACB)
Argentina
Attn: Claudio Fabian Tapia, President
Email: ~~ctapia@afa.org.ar~~project@projectfootballsport.com

With a copy to~~:~~ (which shall not be considered notice):

Fabian A. Pal, PA
777 Brickell Ave., Suite 1210
Miami, FL 33131
Attn: Fabian A. Pal, Managing Partner
Email: fpal@pal-law.com

Notice required to be provided to the School Board hereunder shall be addressed to:

The School Board of Miami-Dade County, Florida
c/o Superintendent of Schools
School Board Administration Building
1450 N.E. Second Avenue, Room 912
Miami, Florida 33132
Fax: 305-995-1488

With a copy to:

Miami-Dade County Public Schools
Office of School Facilities
Attention: Chief Facilities Design & Construction Officer
1450 N.E. Second Avenue, Room 923
Miami, Florida 33132
Fax: 305-995-4760
E-mail: RPerez6@dadeschools.net

With a copy to:

The School Board of Miami-Dade County, Florida
The Office if the General Counsel
1450 NE Second Avenue, Room 400

Miami, FL 33132
Attn: General Counsel Walter Harvey
Fax: 305-995-1412
E-mail: Walter.Harvey@dadeschools.net and
jiafelice@dadeschools.net

(d) By Notice given as herein provided, the Parties hereto and their respective successors and assigns shall have the right from time to time and at any time during the term of this Agreement to change their respective addresses effective upon receipt by the other parties of such Notice and each shall have the right to specify as its address any other address within the United States of America.

8.3 Village Approvals. Any prior approvals required from the Village arising under this Agreement shall not be unreasonably withheld and will require Village approval within thirty (30) days from receipt of request by ~~AFA~~PFL unless earlier approval required ("**Approval Period**"). If the Village fails to approve or reject such request within the Approval Period, then it shall be considered approved by the Village. This provision shall not apply to any matter for which, pursuant to the JUA, the Board's consent is required. Notwithstanding the foregoing, ~~AFA~~PFL acknowledges that the Village cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights or obligations as they may relate to governmental requirements applicable to the Facilities. Nothing in this Agreement shall be deemed to create an affirmative duty of the Village to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its own governmental requirements. In addition, nothing in this Agreement shall be considered zoning by contract.

8.4 Headings. The headings in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

8.5 Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person, persons, Party or Parties may require.

8.6 Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term hereof, then such clause shall be deemed to be deleted therefrom, and the remainder of this Agreement shall not be affected thereby, and shall remain in full force and effect.

8.7 Assignment. The rights of ~~AFA~~PFL under this Agreement are personal to ~~AFA~~PFL and may not be assigned without the prior written consent of the Village and the School Board in their sole discretion. Any assignment of this Agreement shall not relieve ~~AFA~~PFL from liability under this Agreement and ~~AFA~~PFL shall be jointly and severally liable with assignee for the performance of its obligations under this Agreement. Any purported assignment in violation of the foregoing prohibition shall be void. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

8.8 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

8.9 Governing Law; Venue; Attorneys' Fees. This Agreement is made pursuant to all of the rights and obligations of the Parties hereto and all of the terms and conditions hereof shall be construed in accordance with and governed by the laws of the State of Florida without giving effect to conflicts of laws principles. Venue lies solely in Miami-Dade County, Florida. In the event of any litigation or other legal proceeding between the Parties arising under this Agreement, each Party shall be responsible for their respective attorneys' fees and costs.

8.10 Waiver. No consent or waiver, express or implied, by either Party to or of any breach or default by the other Party in the performance of this Agreement shall be construed as a consent or waiver to or of any subsequent breach or default in the performance by such other Party of the same or any other obligation hereunder.

8.11 Time of Essence. Time is of the essence of this Agreement.

8.12 No Partnership or Joint Venture. Nothing contained in this Agreement shall constitute or be construed to be or create a partnership or joint venture between Village and ~~AFA~~PFL.

8.13 Amendments. This Agreement may not be modified, altered or amended except (a) as approved in writing by the Board; and (b) pursuant to a written instrument executed by Village and ~~AFA~~PFL with the same formalities of this Agreement, including, without limitation, approval of the amendment by the Village Commission. The Parties acknowledge and agree that any such amendment will be subject to the Board's prior written approval, which the Board may grant or withhold in its sole discretion.

8.14 Agreement Not an Interest in Real Property. This Agreement shall not be deemed at any time to be an interest in real estate or a lien of any nature against the TIES Property, the Improvements or the Facilities, which shall remain at all times the property of the Board, as the case may be. This Section shall be self-operative and no further instrument of subordination shall be required by any mortgagee, if any.

8.15 Counterparts. This Agreement may be executed in counterparts and all counterparts shall be considered part of one Agreement binding on all Parties hereto.

8.16 Days. Unless specifically called out in this Agreement to the contrary, all references to "days" shall refer to calendar days. If a date referenced in this Agreement falls on a Saturday, Sunday, state, or federal holiday, it shall be deemed to fall on the next business day.

8.17 Non-Discrimination. In the performance of its obligations under this Agreement, ~~AFA~~PFL shall comply with the provisions of any federal, state or local law prohibiting discrimination in housing on the grounds of race, color, sex, creed or national origin, including, without limitation, (i) Title VI of the Civil Rights Act of 1964 (Public Law 88-362, 78 Stat. 241), and all requirements imposed by or pursuant to HUD regulations (24 C.F.R., Subtitle A, Part 1) issued pursuant thereto, (ii) regulations issued pursuant to Executive Order 11063 and (iii) Title VIII of the 1968 Civil Rights Act.

8.18 **Jury Trial Waiver. TO THE FULLEST EXTENT NOT PROHIBITED BY APPLICABLE LAW WHICH CANNOT BE WAIVED, EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVES ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHT, POWER, REMEDY, OR DEFENSE ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PROJECT, WHETHER SOUNDING IN TORT OR CONTRACT OR OTHERWISE, OR WITH RESPECT TO ANY COURSE OR CONDUCT, COURSE OR DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF ANY PARTY RELATING TO THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A JUDGE AND NOT BEFORE A JURY. EACH OF THE PARTIES HERETO FURTHER WAIVES ANY RIGHT TO SEEK TO CONSOLIDATE ANY SUCH LITIGATION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER LITIGATION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. FURTHER, EACH OF THE PARTIES HERETO HEREBY CERTIFIES THAT NONE OF ITS REPRESENTATIVES, AGENTS OR ATTORNEYS HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT IT WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. EACH OF THE PARTIES HERETO ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION ARE A MATERIAL INDUCEMENT TO THE ACCEPTANCE OF THIS AGREEMENT BY THE OTHER PARTY HERETO.**

8.19 Drug Free Workplace. ~~AFA~~PFL shall at all times comply with, and shall use its good faith efforts to cause its employees to at all times comply with, the Federal Drug Free Workplace Act of 1988 or any regulations promulgated thereunder, including, without limitation, the regulations at 24 C.F.R. Part 24 (April 1, 1992).

8.20 Force Majeure. To the extent that the performance by either Party of any obligation under this Agreement is actually prevented, delayed, retarded or hindered by a "Force Majeure Event" (as hereinafter defined), and such Party promptly notifies the other Party of the existence of such Force Majeure Event and identifies the same to the other Party as a Force Majeure Event, then such Party's performance of such obligation shall be deferred by the lesser of (i) the period of time in which performance is so prevented, delayed, retarded or hindered, or (ii) twelve (12) months. "**Force Majeure Event**" refers to and includes any act of God or nature, an act of terrorism or war, suspension of government operations, extraordinary closure of government offices, general moratoria on development of the Project and other properties in the vicinity of the Project, strikes, civil disturbance, labor troubles, labor or materials shortage, or any other cause that is not within the reasonable control of ~~AFA~~PFL or Village, specifically excluding delays due to shortage or unavailability of funds or financial condition. The Parties expressly acknowledge and agree that the COVID-19 pandemic shall not be a Force Majeure Event under this Agreement, except in case of a new COVID-19 variant or government-mandated lockdown.

8.21 Confidentiality and Publicity.

(a) This Agreement is subject to the Florida Public Records Act, Chapter 119, Florida Statutes. Village agrees to not to disclose financial information regarding ~~AFA~~PFL or other information marked or stamped as being proprietary or confidential by ~~AFA~~PFL (such as, without

limitation, general construction cost data, bank accounts maintained by ~~AFA~~PFL, or information regarding other projects constructed, developed, leased or managed by ~~AFA~~PFL) to any person or entity, except to the extent permitted herein or to the extent such disclosure is necessary for Village to comply with legal process and state law.

8.22 Authority. Each Party represents to the other that it has the power and authority to enter into this Agreement and that the person executing on its behalf has the power to do so and to bind it to the terms of this Agreement.

8.23 Covenant of Good Faith. The Parties affirm, agree and represent that will employ good faith and utilize fair dealing in the conduct all actions, undertakings and performance under this Agreement.

8.24 Compliance with Federal, State and Local Laws. ~~AFA~~PFL understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc., and certain professional standards for the applicable professions assisting local governments. Village and ~~AFA~~PFL agree to comply with and observe all applicable laws, codes, ordinances, and professional standards, as they may be amended from time to time. Additionally, ~~AFA~~PFL agrees to require ~~AFA's~~PFL's Consultants, along with its employees, its agents, consultants, contractors and its subcontractors to comply with and observe all applicable laws, codes, ordinances, and professional standards, as they may be amended from time to time.

8.25 Further Assurances. In addition to the obligations required to be performed under this Agreement by the Parties, the Parties shall perform from time to time such other acts, and shall execute, acknowledge and/or deliver such other instruments, documents and/or other materials, as may be reasonably required to consummate the transactions described in this Agreement.

8.26 Reaffirmation of Representations. AFA hereby reaffirms all of the representations contained in the Response to the RFP and related solicitation documents. PFL is a legal and a patrimonially independent company from AFA and does not have any type of corporate dependency nor affiliation of any nature. PFL has authorization for the use of shield, emblems, logos, symbols, images and other identifying elements of AFA. In addition, it has authorization for the development of the AFA International Football Academy. AFA shall oversee the use of its brand, image and the operation of the AFA International Football Academy and in the event that AFA is harmed by PFL's use, AFA may request that PFL cure the situation and, if appropriate, terminate the license. In such event, AFA shall authorize another party, subject to the Village approval, which shall not be unreasonably withheld, to continue to use the brand, image and the operation of the AFA International Football Academy at the Project.

8.27 Entire Agreement. This Agreement, along with its exhibits contains the final and entire agreement between the Parties with respect to ~~AFA's~~PFL's engagement hereunder. The Parties shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, with respect to such engagement not contained in this Agreement.

8.28 Village's Sovereign Immunity. Notwithstanding anything to the contrary contained in this Agreement or in any exhibits attached hereto, it is expressly understood and agreed by and between the Parties that the Village does not waive its sovereign immunity and that Village's liability is subject to and in accordance with the limitations of Section 768.28, Florida Statutes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

~~**ASOCIACION DE FUTBOL ARGENTINO**, an association existing under the laws of the Republic of Argentina~~
PROJECT FOOTBALL LLC, a Florida limited liability company

By:_____
Name:_____
Title~~:_____~~: Manager

Attest:

_____
Village Clerk

NORTH BAY VILLAGE, a Florida municipal corporation

By:_____
Village Manager

Approved for legal form and sufficiency
for the use and benefit of the Village

By:_____
Weiss Serota Helfman Cole + Bierman P.L.
Village Attorney

JOINDER

AFA hereby joins in the execution of this Agreement solely to acknowledge the Reaffirmation under Section 8.26 herein.

ASOCIACION DEL FUTBOL ARGENTINO, an association existing under the laws of the Republic of Argentina

By:_____
Name:_____

Title:

SCHEDULE 1
APPROVED ~~AGENTS~~SUBSIDIARY

- ~~Project Football~~River Sea Finance Organization LLC, a Florida limited liability company

SCHEDULE 2
EXPECTATION FEE CALCULATION

Year	Investment Amount	Expectation Fee to be paid in the following years (annual payments)
1	$ 3,500,000	10 payments of $245,000
2	$ 3,500,000	9 payments of $245,000
3	$ 3,500,000	8 payments of $245,000
4	$ 3,500,000	7 payments of $245,000
5	$ 3,500,000	6 payments of $245,000
6	$ 3,500,000	5 payments of $245,000
7	$ 3,500,000	4 payments of $245,000
8	$ 3,500,000	3 payments of $245,000
9	$ 3,500,000	2 payments of $245,000
10	$ 3,500,000	1 payments of $245,000
11	$ 1,750,000	10 payments of $122,500
12	$ 1,750,000	9 payments of $122,500
13	$ 1,750,000	8 payments of $122,500
14	$ 1,750,000	7 payments of $122,500
15	$ 1,750,000	6 payments of $122,500
16	$ 1,750,000	5 payments of $122,500
17	$ 1,750,000	4 payments of $122,500
18	$ 1,750,000	3 payments of $122,500

19	$ 1,750,000	2 payments of $122,500
20	$ 1,750,000	1 payment of $122,500
21	None	10 payments of $122,500
22	None	9 payments of $122,500
23	None	8 payments of $122,500
24	None	7 payments of $122,500
25	None	6 payments of $122,500
26	None	5 payments of $122,500
27	None	4 payments of $122,500
28	None	3 payments of $122,500
29	None	2 payments of $122,500
30	None	1 payment of $122,500

EXHIBIT A
JOINT USE AGREEMENT (approved by School Board)

EXHIBIT B

TIES PROPERTY

- Treasure Island Elementary School, 7540 East Treasure Drive, North Bay Village. This site consists of over 12 acres of school property, with most of the buildings located toward the eastern and center portions of the site, with recreational and open space areas located around the perimeter. In 2020, the Village entered into a joint-use agreement with Miami-Dade County Public Schools (MDCPS) to (1) share use of TIES' recreational fields during weekday evenings and weekends, and (2) allow the Village to renovate the fields, largely at the Village's expense, with some level of contribution from MDCPS.



EXHIBIT C

ADDITIONAL SERVICES

SERVICE	**DESCRIPTION**
~~AFA~~PFL-organized events for the public throughout the year	Two events will be organized per calendar year, per mutual agreement of NBV and ~~AFA~~PFL annually.
Soccer trainings to elementary PE teachers in Miami Beach feeder pattern	~~AFA~~PFL will provide 2 soccer coaching seminars per year for up to 5 PE teachers in the Miami Beach feeder system.

EXHIBIT D

PROGRAMMING SCHEDULE

OPERATION AND MANAGEMENT AGREEMENT

Exhibit C

Programming Schedule

TIES 11 x 11 Field		
Day	**Time**	**Activity**
Mon-Fri	2:30pm	TIES Free Instruction
	3:30pm	TIES Free Instruction
	4:30pm	TIES Free Instruction
	5:30pm	Academy
	7:00pm	(ages 6-11)
	7:00pm	Academy
	8:30pm	(ages 12-17)
	8:30pm	Rent
	9:30pm	Rent
	10:30pm	Rent
	11:00pm	Clean Up
	11:30pm	

TIES 5 x 5 Fields 1,2,3		
Day	**Time**	**Activity**
Mon-Fri	2:30pm	TIES Free Instruction
	3:30pm	TIES Free Instruction
	4:30pm	TIES Free Instruction
	5:30pm	Academy
	7:00pm	(ages 6-11)
	7:00pm	Academy
	8:30pm	(ages 12-17)
	8:30pm	Rent
	9:30pm	Rent
	10:30pm	Rent
	11:00pm	Clean Up
	11:30pm	

TIES 5 x 5 Field 4		
Day	**Time**	**Activity**
Mon-Fri	2:30pm	TIES Free Instruction
	3:30pm	TIES Free Instruction
	4:30pm	TIES Free Instruction
	5:30pm	TIES Free Instruction
	6:30pm	NBV Use
	7:30pm	NBV Use
	8:30pm	NBV Use
	9:30pm	NBV Use
	10:30pm	NBV Use
	11:00pm	Clean Up
	11:30pm	

GALLEON PADEL COURTS		
Day	**Time**	**Activity**
Mon-Sun	8am	Rent
	9am	Rent
	10am	Rent
	11am	Rent
	noon	NBV Use
	1pm	NBV Use
	2pm	NBV Use
	3pm	NBV Use
	4pm	NBV Use
	5pm	Rent
	6pm	Rent
	7pm	Rent
	8pm	Rent
	9pm	Rent
	10pm	Rent
	11pm	Clean Up
	11:30pm	

Day	**Time**	**Activity**
Sat-Sun	8am	Academy
	9am	Academy
	10am	Academy
	11am	Academy
	noon	NBV Use
	1pm	NBV Use
	2pm	NBV Use
	3pm	NBV Use
	4pm	NBV Use
	5pm	Rent
	6pm	Rent
	7pm	Rent
	8pm	Rent
	9pm	Rent
	10pm	Rent
	11pm	Clean Up
	11:30pm	

Day	**Time**	**Activity**
Sat-Sun	8am	NBV Use
	9am	NBV Use
	10am	NBV Use
	11am	NBV Use
	noon	NBV Use
	1pm	NBV Use
	2pm	NBV Use
	3pm	NBV Use
	4pm	NBV Use
	5pm	Rent
	6pm	Rent
	7pm	Rent
	8pm	Rent
	9pm	Rent
	10pm	Rent
	11pm	Clean Up
	11:30pm	

Day	**Time**	**Activity**
Sat-Sun	8am	NBV Use
	9am	NBV Use
	10am	NBV Use
	11am	NBV Use
	noon	NBV Use
	1pm	NBV Use
	2pm	NBV Use
	3pm	NBV Use
	4pm	NBV Use
	5pm	NBV Use
	6pm	NBV Use
	7pm	NBV Use
	8pm	NBV Use
	9pm	NBV Use
	10pm	NBV Use
	11pm	Clean Up
	11:30pm	

EXHIBIT E

PRICE LIST

EXHIBIT E

PRICE LIST

Field Usage Fee

5v5 Fields: $140.00 per hour

11v11 Field: $250 per hour

ITEM NO. 7.A

North Bay Village
Recommendation Memorandum

NORTH BAY VILLAGE
EST. 1945

DATE: November 12, 2024

TO: Regular Village Commission Meeting

FROM: Julie Leonardi, Director of Communications

SPONSORED BY: Vice Mayor Richard Chervony

SUBJECT: Discussion and Special Recognition to Mayor Brent Latham for his Years of Service

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RECOMMENDATION

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONE

PERSONNEL IMPACT
NONE