



**FIRST AMENDMENT TO LICENSE AND CONCESSION AGREEMENT BETWEEN BROWARD COUNTY AND U.S. CHAMPIONS SOCCER ACADEMY, LLC, FOR CENTRAL BROWARD PARK AND BROWARD COUNTY STADIUM CONCESSION PROGRAMMING PARTNER (RLI # PNC2116254R1)**

This First Amendment ("First Amendment") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and US Champions Soccer Academy, LLC, a Florida limited liability company, d/b/a PSG Academy Florida ("Concessionaire") (each a "Party" and collectively referred to as the "Parties").

**RECITALS**

A. On June 18, 2019, County and Concessionaire entered into a License and Concession Agreement for Central Broward Regional Park Soccer Concession Programming Partner (RLI #PNC2116254R1) (the "Agreement").

B. As a result of the public health emergency caused by the novel 2019 coronavirus ("COVID-19"), in the interest of public health and safety, County closed Central Broward Park (the "Park") from March 18, 2020, through May 23, 2020 (the "Closure Period").

C. Concessionaire represented to County that it has suffered and continues to suffer negative financial impacts resulting from COVID-19 and has not paid Annual Guarantee Installments (as provided in Section 5.1 of the Agreement) for the period from March 1, 2020, through May 31, 2021.

D. Recognizing that the Park closure was necessary due to COVID-19 and with an understanding of the past and ongoing impacts of the public health emergency, Concessionaire has requested, and County has agreed, to amend the Agreement to address the fees otherwise owed by Concessionaire to County, provide for additional time for Concessionaire to complete the Capital Expenditures required under the Agreement, and modify the Park-related Equipment requirements stated in the Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above Recitals are true and correct and are incorporated into this First Amendment by reference.
2. The effective date of this First Amendment is the date it has been signed by County.
3. The Initial Term as defined in Section 4.1 of the Agreement is extended for an additional twenty-four (24) months, through and including July 31, 2026. The five (5) year Renewal Term as provided in Section 4.2 of the Agreement and any other extensions thereafter shall remain as provided in the Agreement. For purposes of the Annual Guarantee to be paid by

Concessionaire to County as provided in Section 5.1 of the Agreement, "Contract Year 3" shall be deemed to commence on August 1, 2021.

4. County agrees to waive Concessionaire's Annual Guarantee Installments for the period between March 1, 2020, and May 31, 2021, totaling TWO HUNDRED SIXTY-SIX THOUSAND SIX HUNDRED SIXTY-SIX and 70/100 Dollars (\$266,666.70) (the "Waived Amount") and accept in its place a lump sum amount equal to the hourly rate for rental use of the park facilities used by Concessionaire during this period, totaling SIXTY-FOUR THOUSAND SEVEN HUNDRED TWENTY-SIX and 99/100 DOLLARS (\$64,726.99) (the "Rental Fee"). Concessionaire has previously paid the Rental Fee to County on or about August 9, 2021.

5. Concessionaire shall recommence payment of Annual Guarantee Installments for the June 2021 period and continue such payments in accordance with the terms of the Agreement.

6. The Capital Expenditures specified in Exhibit G to the Agreement are hereby amended and extended as follows (with all other provisions in Exhibit C remaining unmodified):

- A. Priority #1, First Field, shall be completed on or before June 30, 2024;
- B. Priority #1, Second Field, shall be completed on or before June 30, 2027;
- C. Priority #7 shall be completed on or before March 31, 2022; and
- D. Priority #8 shall be completed on or before June 30, 2022.

7. The Park-related Equipment requirements specified in Exhibit C-1 are hereby modified to replace the phrase, "walk Behind Toro or equivalent Aerator," with "new office carpet for the County section of second floor offices." This Parks-related Equipment will be purchased and installed by Concessionaire on or before July 31, 2022. All other provisions of Exhibit C-1 shall remain as stated in the Agreement.

8. Each Party hereby waives, releases, and hold harmless the other Party and all of its respective current, past, and future officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, which were or which could have been raised or asserted by either Party caused or alleged to be caused, in whole or in part, by County's closure of the Park during the Closure Period. The mutual release provided in this section shall survive the expiration or earlier termination of the Agreement.

9. The Parties agree that if any conflict or ambiguity exists between the First Amendment and the Agreement, this First Amendment will control.

10. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

11. This First Amendment incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the Deferred Amount, and the Parties agree that there are no commitments, agreements, or understandings concerning such subject matter that are not contained in (or incorporated into) this First Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreement, whether oral or written.

12. Preparation of this First Amendment has been a joint effort of the Parties and the resulting documents shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

13. Except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

14. This First Amendment may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which taken together, shall constitute one and the same amendment.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and Concessionaire, signing by and through its \_\_\_\_\_ duly authorized to execute same.

COUNTY


ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

\_\_\_\_\_  
Broward County Administrator, as ex officio Clerk of the Broward County Board of County Commissioners

By: \_\_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_, 2021

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600

By:  \_\_\_\_\_ 08/23/2021  
Amanda Tolbert (Date)  
Assistant County Attorney

By: Danielle W. French, Esq. Digitally signed by Danielle W. French, Esq. Date: 2021.08.23 15:43:00 -0400  
\_\_\_\_\_ (Date)  
Danielle French  
Senior Assistant County Attorney

AMT/nk  
First Amendment to U.S. Champions Agreement  
7/28/2021

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CONCESSIONAIRE

WITNESSES:

CONCESSIONAIRE NAME

[Signature]  
Signature

By: [Signature]  
Authorized Signor

Delphine K. Leroy Montevideo  
Print Name of Witness above

MANUEL MONTAVANO, CFO  
Print Name and Title

[Signature]  
Signature

19 day of August, 2021

Jason Garcia  
Print Name of Witness above

ATTEST:  
[Signature]  
Corporate Secretary or other person authorized to attest

(CORPORATE SEAL OR NOTARY)



JASON GARCIA  
Commission # HH 111010  
Expires July 30, 2025  
Bonded thru Budget Notary Services