



**FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND U.S. SOCCER 5, LLC,
FOR MINI-SOCCER FIELDS AND FOOD AND BEVERAGES CONCESSIONS AT BRIAN PICCOLO AND
TRADEWINDS PARKS (RLI #R2113880R1)**

This First Amendment to the Agreement ("First Amendment") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and U.S. Soccer 5, LLC, a Florida limited liability company ("Soccer 5") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. County and Soccer 5 entered into an Agreement for mini-soccer fields and food and beverages concessions at Brian Piccolo Park and Tradewinds Park on June 12, 2018.

B. The initial term of the Agreement commenced on June 12, 2018, and the Agreement will terminate on June 11, 2038.

C. As a result of the novel 2019 coronavirus ("COVID-19"), Soccer 5 requires additional time to meet the project phases and deliverables outlined in Exhibit G to the Agreement.

D. County and Soccer 5 desire to amend the Agreement to allow for an updated timeline for the project phases and deliverables.

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. Exhibit G to the Agreement is deleted in its entirety and replaced with the attached Exhibit G-1.
3. The Parties agree that if any conflict or ambiguity exists between this First Amendment and the Agreement, this First Amendment will control.
4. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.
5. This First Amendment incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement and this First Amendment to the Agreement. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreement, whether oral or written.

6. 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.

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

8. 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 _____, 2020, and Soccer 5, signing by and through its President, duly authorized to execute same.

COUNTY

ATTEST:

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

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
_____ day of _____, 2020

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
Telecopier: (954) 357-7641

By:  _____ 9-11-2020
Amanda Tolbert (Date)
Assistant County Attorney

By:  _____ 9/14/2020
Danielle French (Date)
Deputy County Attorney

AMT
First Amendment to Soccer 5 Agreement
09/03/2020
#520090v1

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SOCCER 5

WITNESSES:

Soccer 5, LLC

[Handwritten Signature]
Signature

By: [Handwritten Signature]
Authorized Signor

Barbara Armington
Print Name of Witness above

SCOTT GEORGESEN PRESIDENT
Print Name and Title

Signature

9TH day of SEPTEMBER, 2020

Print Name of Witness above

ATTEST:

[Handwritten Signature]
Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL OR NOTARY)



Exhibit G-1
Project Phases and Deliverables

Soccer 5 shall comply with the phases and deliverables set forth in this Exhibit for the Concessions-related Improvements at each of Park, unless information is specifically described for either Park.

Deliverable	Format/Stage	Duration/Deadline	Acceptance Criteria
Phase 1			
Financing Commitment	Letter of Commitment from Soccer 5; Letter(s) of intent from financier(s), if needed	Due to Contract Administrator within 30 calendar days of Effective Date of the Agreement	Subject to review and approval by the Contract Administrator

Deliverable	Format/Stage	Duration/Deadline	Acceptance Criteria
Phase 2			
Design plans completion and review	Preliminary plans (may be informal)	Due to Contract Administrator within 60 calendar days following the Effective date of the Agreement	Subject to review and approval by the Contract Administrator

Deliverable	Format/Stage	Duration/Deadline	Acceptance Criteria
Phase 3			
Construction or installation permitting and approvals	All requisite government approvals	Due to Contract Administrator within 180 calendar days following the Effective Date of the Agreement	Formal approvals as needed in writing from respective government agencies

Deliverable	Format/Stage	Duration/Deadline	Acceptance Criteria
Phase 4 – Final Acceptance			
Construction or installation completion – Part 1	Work completed, except for any minor punch lists	Brian Piccolo Park: To be completed within thirty (30) months following the Effective Date of the Agreement	Certificate of Occupancy or Certificate of Substantial Completion or Contract Administrator Notice to Proceed, and opening Concessions operations for business

Construction or installation completion – Part 2	Work completed, except for any minor punch lists	Tradewinds Park: To be completed within thirty-six (36) months following the Effective Date of the Agreement	Certificate of Occupancy or Certificate of Substantial Completion or Contract Administrator Notice to Proceed, and opening Concession operations for business
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Deliverable	Format/Stage	Duration/Deadline	Acceptance Criteria
Phase 5			
Operations Commencement – Part 1	Concessions open for business to the public	Brian Piccolo Park: Operations to commence within thirty (30) months following the Effective Date of the Agreement	Business license, performance deposit, and insurance in place; Concessions opened and operational
Operations Commencement – Part 2	Concessions open for business to the public	Tradewinds Park: Operations to commence within thirty-six (36) months following the Effective Date of the Agreement	Business license, performance deposit, and insurance in place; Concessions opened and operational

Deliverable	Format/Stage	Duration/Deadline	Acceptance Criteria
Phase 6			
Operations Review	Ongoing Concessions management and operations by Soccer 5, ongoing Agreement administration by Contract Administrator	Duration of the Agreement	Agreement performance and meeting benchmarks