



**SECOND 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 Second Amendment to the Agreement (“Second 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 and Tradewinds Parks on June 12, 2018 (“Original Agreement”).

B. The initial term of the Original Agreement commenced on June 12, 2018, and has a natural expiration of June 11, 2038.

C. On October 6, 2020, the Parties entered into a 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, whereby Exhibit G to the Original Agreement was replaced by Exhibit G-1 (the First Amendment, together with the Original Agreement, shall collectively be referred to as the “Agreement”).

D. County and Soccer 5 desire to further 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 Second Amendment by reference.

2. Changes to the Agreement are indicated herein by use of strikethroughs to indicate deletions and bold or underlining to indicate additions.

3. The effective date of this Second Amendment is the day it is executed by the County (the “Second Amendment Effective Date”).

4. Section 27.16 of the Agreement is amended as follows:

27.16 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and Soccer 5 or others delegated authority or otherwise authorized to execute same on their behalf. The Board delegates authority to the Contract Administrator to negotiate, approve changes, and execute

any amendments to the Exhibit A - Scope of Services, Exhibit C – Capital Improvement Projects, and Exhibit G-2 - Project Phases and Deliverables, provided such changes and amendments do not increase the County’s total financial obligation and further provided that each such amendment is approved as to legal sufficiency by the County Attorney’s Office.

5. Exhibit G-1 to the Agreement is deleted in its entirety and replaced with the attached Exhibit G-2. All references in the Agreement to Exhibit G or Exhibit G-1 shall mean Exhibit G-2.

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

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

8. This Second 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 Second 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.

9. Preparation of this Second 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.

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

11. This Second 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 Second 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 \_\_\_\_\_, 2021, and Soccer 5, signing by and through its President, 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  
Telecopier: (954) 357-7641

By: \_\_\_\_\_ (Date)  
Amanda Tolbert  
Assistant County Attorney

By: \_\_\_\_\_ (Date)  
Danielle French  
Deputy County Attorney

AMT/NK  
Second Amendment to Soccer 5 Agreement  
04/21/2021

SECOND 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)

SOCCER 5

WITNESSES:

Soccer 5, LLC

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Authorized Signor

\_\_\_\_\_  
Print Name of Witness above

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
Print Name of Witness above

ATTEST:

\_\_\_\_\_  
Corporate Secretary or other person  
authorized to attest

(CORPORATE SEAL OR NOTARY)

Exhibit G-2  
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 Park, time being of the essence. Notwithstanding anything in Section 10.1 of the Agreement to the contrary, and in addition to the County's rights and remedies set forth in Section 28.8, if Soccer 5 fails to timely meet its obligations as stated in this Exhibit, the Agreement may be terminated for cause by County if Soccer 5 fails to cure its breach within breach within ten (10) calendar days after receipt of written notice from County ("Cure Period"). Soccer 5 may, within the Cure Period, make a written request to the Contract Administrator or the Designated Representative, as applicable, for a reasonable extension to the Cure Period, if Soccer 5 is demonstrating best efforts (as determined by the Contract Administrator or Designated Representative, in his/her sole discretion) to comply with the obligations of this Exhibit.

**Brian Piccolo Park**

Deliverable	Format/Stage	Duration/Deadline	Acceptance Criteria
Phase 1			
Construction or installation permitting and approvals	All requisite government approvals	Due to Contract Administrator within 60 calendar days after the Second Amendment Effective Date	Formal approvals as needed in writing from respective government agencies

Deliverable	Format/Stage	Duration/Deadline	Acceptance Criteria
Phase 2			
Construction or installation completion – Part 1	Work completed, except for any minor punch lists	To be completed within 180 days after the Second Amendment Effective Date	Certificate of Occupancy or Certificate of Substantial Completion or Contract Administrator Notice to Proceed, and opening Concessions operations for business
Operations Commencement – Part 1	Concessions open for business to the public	Operations to commence within 180 days after the Second Amendment Effective Date	Business license, performance deposit, and insurance in place; Concessions opened and operational

**Tradewinds Park**

Deliverable	Format/Stage	Duration/Deadline	Acceptance Criteria
Phase 3			
Softball Concessions (Building 2) Operations Commencement – Part 1	Concessions open for business to the public	Weekend operations to commence by June 1, 2021.	Business license, performance deposit, and insurance in place; Concessions opened and operational
Softball Concessions (Building 2) Operations Commencement – Part 2	Concessions open for business to the public	Full operations to commence by July 1, 2021	Concessions opened and operational

Deliverable	Format/Stage	Duration/Deadline	Acceptance Criteria
Phase 4			
Financing Commitment	Letter of Commitment from Soccer 5; Letter(s) of intent from financier(s), if needed	Due to Contract Administrator on or before September 30, 2022	Subject to review and approval by the Contract Administrator

Deliverable	Format/Stage	Duration/Deadline	Acceptance Criteria
Phase 5			
Construction or installation permitting and approvals	All requisite government approvals	Due to Contract Administrator on or before January 1, 2023	Formal approvals as needed in writing from respective government agencies

Deliverable	Format/Stage	Duration/Deadline	Acceptance Criteria
Phase 6			
Construction or installation completion – Part 2	Work completed, except for any minor punch lists	To be completed by September 30, 2023	Certificate of Occupancy or Certificate of Substantial Completion or Contract Administrator Notice to Proceed, and opening Concession operations for business
Operations Commencement – Part 2	Concessions open for business to the public	Operations to commence by September 30, 2023	Business license, performance deposit, and insurance in place; Concessions opened and operational

**Brian Piccolo Park & Tradewinds Park**

Deliverable	Format/Stage	Duration/Deadline	Acceptance Criteria
Phase 7			
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