



Agreement Summary

Exhibit 1

1. Other Contracting Party:

U.S. Soccer 5, LLC

2. Proposed Action:☒ New Contract ☐ Amendment, Number ☐ Renewal ☐ Extension**3. Document Type (select one):**

Concession Agreement (revenue generating)

4. Purpose/Description: Provides mini-soccer field-related services, capital improvements, and food and beverages concession services at Brian Piccolo and Tradewinds Parks, including finance, design, construction, operation, and maintenance services.**5. Special Provisions (select if applicable):**☐ Living Wage Program☐ Workforce Investment Pilot Program☐ Federal DBE/ACDBE program☐ CBE Program☐ SBE Sheltered Market Program☐ M/WBE Program☐ In-Kind Match Required: \$ _____ or _____ %☐ Cash Match Required: \$ _____ or _____ %**6.a. Effective Dates (for new agreements only):**

Start: Effective upon full execution. Twenty Year term begins upon issuance of Certificate of Occupancy (CO) or Temporary Cert. of Occupancy (TCO) for Brian Piccolo Park or Notice To Proceed (NTP) from Contract Administrator.

End: Twenty-years from CO/TCO or NTP

6.b. Effective Dates (amendments only):☐ No Change☐ End date has changed from _____ to _____.☐ Term has from _____ to _____.**7. Contract Administrator:**

Name: Dan West, Director, Parks and Recreation Division

Phone: 954-357-8106

8. Contract Type:☐ Cost reimbursement☐ Firm fixed price☐ Performance-based☐ Open-end☐ Time and materials☒ Other:

Concession Agreement

9.a. Contract Value (new contracts)☐ Actual☒ Estimated

Base amount \$60,000

Reimbursables

Optional Services

Total contract value \$1,200,000

9.b. Contract Value (amendments only)☐ No change☐ Actual☐ Estimated

Original approved contract value

Approved previous adjustments

Value of this action

Amended total contract value

10. Payment Method☐ Lump Sum Payment☐ Milestone or Progress-Based☒ Scheduled or Time-Based☐ Other**11. Payment terms**

In accordance with Article 4, U.S. Soccer 5, LLC shall pay the County a license fee, which is the sum of (i) the applicable Gross Revenue percentage fee for each park, and (ii) the greater of the monthly fee guarantee (MG) or the applicable Gross Receipts percentage fee for Brian Piccolo Park; and (iii) the greater of the monthly fee guarantee (MG) or applicable gross receipts percentage fee for Tradewinds Park.

The monthly fee guaranty shall be due and payable on the first (1st) day of each month, after the commencement date for each park. For any month the percentage fee for Gross Receipts is greater than the applicable MG for each park, the vendor shall pay the difference between the applicable MG and the percentage fee.

Vendor may also operate the existing food and beverage stands between agreement approval (effective date) and opening of mini-soccer fields (commencement date) at 10% of Gross Receipts and 25% of Gross Revenues from alcoholic beverages sales.

12. Cost Adjustment☒ Not Applicable☐ CPI or other Index☐ Fixed Percentage - ____%☐ Fixed Amount - \$ _____☐ Actual Cost☐ Other:**13. Equity Program Participation Summary**

a. County established M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation goal for this action or project: N/A

b. Contractor-committed M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation goal planned for this action or project: N/A

c. M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation to date: N/A

14. Renewal or Extension Terms:

Agreement may be renewed, at County's option, through its Director of Purchasing, for up to two (2) additional terms of five (5) years each ("renewal term(s)"), with at least 12 months written request from Vendor, upon terms and conditions mutually agreed upon by the parties.

15. Termination and Cancellation Provisions

For Cause: Thirty (30) calendar days after receipt of written notice from the aggrieved party identifying the breach ("cure period").

For Convenience: Nine (9) months with prior written notice.

16. Deliverables, milestones or scope of this action:

New mini-soccer fields/operation, food and beverages concessions operations at Brian Piccolo and Tradewinds Parks.

17. List terms, considerations or deviations from standard county form.

This agreement is not a standard agreement form.