Town of Miami Lakes
License and Use Agreement

THIS LICENSE AND USE AGREEMENT ("Agreement"), , is entered into this 30th day of June, **2016** by and between the Town of Miami Lakes, a Florida municipal corporation ("Town") and **Miami Lakes United Soccer Club, Inc.** ("Licensee"), a Florida not-for-profit corporation with its principal address located at 6645 NW 178 Terrace, Miami, Florida 33015.

WHEREAS, the Town is the owner/operator of **Miami Lakes Optimist Park and Royal Oaks Park** located in the Town of Miami Lakes, Florida ("Property or Properties"); and

WHEREAS, The Town has agreed to allow the Licensee to utilize portions of the Properties as described in Exhibit A for general organized recreation programs, for the use and benefit of both residents and non-residents of the Town ("Program"), as further described below.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereto do hereby agree as follows:

Section 1. Definitions

The following terms used in this Agreement will have the following meanings:

1.1. Agreement means this Agreement, as may be amended from time to time, all changes, directive, payments and other such documents issued under or relating to the License and Use Agreement.

1.2. Licensee means the person, firm, entity, or corporation with whom the Town has contracted, and whom will be responsible for the Programs and the performance under this Agreement.

1.3. Program Manager means the individual designated by the Town Manager to administer the Agreement.

1.4. Town Manager means the duly appointed chief administrative officer of the Town of Miami Lakes.

1.5. Resident means all Town of Miami Lakes & Unincorporated Miami-Dade County Residents.

1.6. Non-Resident means all Incorporated areas (Cities) & Non-Miami-Dade County Residents.

Section 2. Term

2.1. The "Term" of this Agreement shall commence on **August 1, 2016** ("Commencement Date") and terminate on **May 31, 2019** ("Termination Date").

2.2. The Town Manager may, at his sole discretion, extend or agree to a change in dates due to circumstances beyond the control of the Licensee or the Town.

Section 3. Use of Property

3.1 Town grants to the Licensee a non-exclusive license for the limited use of the Property in "as-is" condition for the Program as described in Exhibit A. Use of the Property for any

other activity(ies) is subject to the prior written approval of the Town Manager. Approval will be at the sole discretion of the Town Manager and must be requested in writing at least thirty (30) days in advance of the date scheduled for the event. Licensee will be responsible for obtaining required permits and submitting necessary documentation including but not limited to: transportation plans, parking plans and security plans; for any activities not listed in Exhibit A, and including the documentation in its written request.

3.2 The Licensee will be entitled to utilize the Property as stated in Exhibit A.

3.3 Licensee, its players, coaches, referees, volunteers, spectators, guests and invitees will have the non-exclusive right of ingress and egress to the Properties during the dates and times set forth in Exhibit A.

3.4 The Town Manager may extend the term of the Agreement upon the same terms and conditions for a period not to exceed two (1) year periods, provided that the Licensee is in good standing with the Town. This includes, but is not limited to, providing a successful program, meeting an average of an outstanding or similar rating in the QA Performance Plan, and complying with the requirements of the Agreement. Any Option will be effective upon receipt of a written notice from the Town Manager to the Licensee.

3.5 The Town Manager will have the authority to stop an event, program or service being held or provided where the Town Manager determines that such event, or services does not, in whole or part, fall within the scope of this Agreement or presents a health or safety risk.

3.6 The Town Manager, in his sole discretion, may change or cancel any activity due to inclement weather, special events, conflicting schedules, Town recreation programs or unforeseen emergencies including, but not limited to, maintenance of the Property, or for any reason that is in the best interest of the Town. The Town Manager may coordinate alternative days or hours due to such actions.

3.7 The Licensee must comply with all federal, state, county, and local laws, codes, ordinances, rules, and regulations including all Town Park rules and regulations, as they may be modified from time to time.

3.8 The Licensee must comply with the Interlocal agreements and their applicable regulations between the Town and Miami-Dade School Board or Miami-Dade County, as they relate to the use of the Properties. A copy of applicable regulations has been provided to the Licensee and are hereby incorporated by reference into and made a part of this Agreement.

3.9 The Licensee will be subject to a Quality Assurance Surveillance and Program Evaluation Plan (" QA Plan") to evaluate Licensee's performance under this Agreement. A copy of the QA Plan will be issued to the Licensee prior to the commencement of the Program. The QA Plan provides for monitoring all requirements of the Agreement through the use of a combination of the following methods: Scheduled Inspections, Unscheduled

Inspections, Participant Surveys, and Validated Customer Complaints. A report of the QA Plan's findings will be issued to the Licensee monthly. The Licensee must respond to all negative findings in writing within fourteen (14) days of receipt of the Town's report. Failure to respond will result in an event of default and the Town may immediately terminate the agreement. Where adverse findings require any revision(s) to the Program, the Licensee must include a corrective action plan ("CAP") with its response. The CAP will be subject to the review and approval of the Program Manager.

The Town may update or modify its Plan during the term of the Agreement and the Licensee will be responsible to comply with the most current version of the QA Plan.

Section 4. Termination of Agreement

4.1. Either party may, without cause, terminate this Agreement upon thirty (30) days written notice to the other party (the "Termination Date").

4.2. If the Licensee fails to perform a material term or condition of the Agreement ("Event of Default") within thirty (30) days of notification from the Town, the Town Manager may immediately terminate this Agreement and revoke the license granted to the Licensee at any time.

Section 5. Maintenance

5.1. Town shall provide routine maintenance of the Property.

5.2. Maintenance above and beyond what is normally provided for use of the Property must be provided by the Licensee, at its own cost. Such maintenance is subject to the prior written approval of the Town Manager.

5.3. Licensee will be responsible for the cost of replacing items including but not limited to goals, etc. that are damaged as a result of improper use by Licensee's program participants, volunteers, instructors, staff, guests, and invitees.

5.4. Licensee will be responsible for any damage to the Roberto Alonso Community Center ("RACC") that may result from the Program, including that which is caused by spectators and guests.

5.5. The Town will provide all utilities and solid waste management services.

5.6. Town will provide athletic field lighting, for activities as described herein, accommodating scheduled league games and practices previously approved by the Town Manager.

5.7. The Town will groom and ready the fields for play, including field lining, in accordance with accepted standards for youth and adult recreational athletic league fields.

5.8. The Town will provide to Licensee set up and removal of goals, nets, benches, and tables from all fields at the conclusion of play each day. If any of these items are found to be broken or in disrepair, the Licensee will promptly report to the Town.

Section 6. Programming, Costs, Expenses and Deposit

6.1. The Licensee will be solely responsible for all costs incurred by Licensee in providing the Program(s) and related service(s), including those at the Property, and the staging of any events by Licensee approved by the Town Manager pursuant to this Agreement. Costs include, but not be limited to, athletic equipment, uniforms, the registration and selection of all players, coaches, managers, officials and volunteers required for the operation of the Licensee's organized recreational activities.

6.2. Licensee, at its sole expense, must obtain all required permits and licenses from appropriate Governmental Authorities for any programs, services and/or events operated on the Properties. The Town will assist the Licensee in working to expedite the issuance of any Town controlled permits.

6.3. Licensee must submit to the Town Manager, at least fourteen (14) days prior to the beginning of the league season, a schedule of registration dates, try-out dates, and practices, games and game times for the entire season for the approval by the Town Manager. Failure to submit the required information may result in the delay in commencing the league season.

a. In the event of an unexpected circumstance such as inclement weather, the Town Manager, in his sole discretion, may approve make-up game schedules with less than fourteen (14) days written notice. A Make-up game day and time schedule will be established by the Licensee for the entire season must be submitted for approval by the Town Manager at least fourteen (14) days prior to the beginning of the league season. No unapproved or unscheduled event shall take place on the Properties. The Town Manager may stop any games not previously approved.

6.4. The Licensee must submit to the Town Manager, in writing, at least seven (7) days prior to scheduled games, actual field dimensions desired for league play for approval by the Town Manager. Failure to submit the required information may result in the delay in holding the scheduled game(s).

a. In the event of an unexpected circumstance the Town Manager, in its sole discretion, may accept written field dimensions with less than seven (7) days written notice. Any change requests made by Licensee within three (3) days notice would be at the sole expense of Licensee should change be approved by the Town Manager.

6.5. Should the Licensee fail to comply with Articles 6.3 or 6.4 above, such use shall be at the sole discretion of the Town Manager. No unapproved or unscheduled event will take place on the Properties. The Town Manager may terminate any events not previously approved.

6.6. All registration fees must be transmitted to the Town Manager or designee for approval at least thirty (30) days prior to the commencement of the registration period. Registration may be delayed should the fees not be timely submitted for approval. Registration fees shall provide for differential pricing between Residents and Non-Residents for all programs offered by Licensee. The recreational, academy,

travel/competitive programs, and any other programs approved under this Agreement shall maintain a Non-Resident registration fee that is at a minimum 25% higher than the Resident registration fee through the Agreement term.

6.7. Licensee shall limit registration to **600** participants based between its Travel, Competitive, and Recreational soccer leagues and Licensee will not be provided any additional facilities by the Town. If at any time, and at the Town's sole discretion, it becomes necessary for the Town Manager to determine the scheduling of league games or practices in order to accommodate other Town recreation programs, the Licensee agrees to accept the Town Manager's decision and cooperate fully in making any necessary adjustments to its Program(s). Licensee must limit the number of registered participants on the fields at any one time to 180 and must, at a minimum, schedule an hour between scheduled activities, games, and practices.

6.8. Licensee must develop a parking and transportation plan ("PT Plan") for all programs and activities and must submit the PT Plan to the Town Manager fifteen (15) days prior to the start of scheduled activities for approval.

a. Licensee will be responsible for communicating the PT Plan to parents, participants, coaches, volunteers, and spectators, and will be responsible for monitoring attendance, parking, and transportation during scheduled activities.

b. Parking and parking limits at the Property will be strictly enforced by the Town; failure of the Licensee to adhere to its PT Plan and Property parking limits will result in the Town utilizing police /staff assistance or enforcement, which may include the issuance of tickets and towing of improperly parked vehicles. Licensee agrees to pay all costs associated with the use of police/staff assistance to manage parking at the Property.

c. Licensee will make all necessary schedule adjustments and use all available resources to accommodate parking including, but not limited to, staggering weekly schedules, utilizing weekends for activities, acquiring offsite parking, and carpooling.

6.9. Licensee will be responsible for securing the appropriate facilities and locations for conducting league registration(s) and meetings. Such facilities and locations must have open access for the public and must be accessible by the public in conformance with all applicable laws including, but not limited to, the Americans with Disabilities Act. If the Licensee requests the use of Town property to conduct registration, Licensee must submit its request in writing at least fifteen (15) days prior to its requested use, for approval by the Town Manager or designee.

6.10. Licensee agrees to encourage Miami Lakes resident participation through target marketing and promotional materials. Licensee must provide a marketing plan to the Town thirty (30) days prior to the start of scheduled activities, showing how Licensee will target and encourage Miami Lakes resident participation. The Town's Program Manager must be added to all marketing material email lists.

6.11. All signage, marketing materials, and graphics which advertise, designate, or locate the Licensee at the Property must incorporate in their content, either in written type designation or logo designation, a recognition of the Town in reasonable form, which is subject to the prior review and approval of the Program Manager. All signage and banners for advertising, sponsorships, or donors are excluded from this requirement. No signage, marketing materials, or graphics making reference to the Town or from advertisements, sponsors, or donors will be placed on or about the Property, until such has been reviewed and approved by the Town.

6.12. Licensee agrees to maintain a minimum of a 50% Resident participation ratio in its recreational programs and a minimum of a 25% Resident participation ratio in its travel and competitive programs through the Agreement term.

6.13. Licensee agrees to update its website with relevant and up to date information regarding Licensee's programs and activities on a monthly basis.

Section 7. <u>Program Participation</u>

7.1. Licensee must require all coaches to complete a coach's training course and have parents sign a code of ethics/conduct statement. The training must be through Licensee's state or national affiliations with its respective members or another state or nationally recognized coach's training program, such as the National Alliance for Youth Sports (NAYS), which is provided by the Town and the Licensee shall provide all coaches a practical, on-field training prior to the start of each program season. Proof of such training must be received by the Program Manager no later than fourteen (14) days prior to the start of the particular recreational and travel/competitive Program. In the event of an unexpected circumstance where a coach cannot complete the training by the above period, the Program Manager, in his sole discretion, may accept proof of training with less than fourteen (14) days written notice.

7.2 The Town strongly encourages that all youth Program participants complete an EKG screening prior to their participation in any program that requires physical exertion.

7.3 The Licensee will adhere to all Town policies and procedures for coaches and youth programs including, but not limited to, the Town's EKG Screening and CPR Training policies. The Town may make changes anytime to policies and procedures related to the selection, training and certification requirements for the program. The Town will provide written notice to the Licensee prior to implementation of any changes. Licensee agrees to comply with any and all changes.

7.4. Licensee must require all coaches, managers, officials, umpires, and volunteers associated with the operations of programs or activities for the Licensee, which will have continuous contact with program participants to wear an official Town of Miami Lakes Coaches Identification Card, provided by the designated Town Department while on the Property. Failure to wear the identification card while in direct contact with Program participants, guests or attendees may result in the coach, manager, official, referee, or volunteer being denied access to participate with Program participants while on the Property. Repeated failure to comply may result in the individual being denied access to

participate in the Program. Licensee must provide all coaches, managers, officials, umpires, or volunteers with the Town of Miami Lakes Recreation Programs Volunteer Background Checks and Photo Identification Badge Enforcement Policies and Procedures, attached as Exhibit B.

7.5. The Licensee shall pay the Town an annual fee of $15,000 paid as follows:

$6,000 due no later than December 1 of each agreement year

$5,000 due no later than February 1 of each agreement year

$4,000 due no later than April 1 of each agreement year

This payment is to assist with covering the cost to the Town for volunteer background checks, ID badges, coaches' certifications, use of concessions, and park maintenance. Failure to timely pay the fee may result in the Licensee not being permitted to enter in any new agreements with the Town until the fee is paid.

7.6. If a tournament is approved as described in Exhibit A, the Licensee shall pay the Town $6,000 due no later than 14 days after the final tournament day. Failure to timely pay the fee may result in the Licensee not being permitted to enter in any new agreements or host any tournaments with the Town until the fee is paid.

7.7. The Licensee agrees to provide a minimum of one (1) in-kind community service hour per registrant annually to the park. The Licensee will provide a community service plan with proposed service projects to the Town due August 1st of each Agreement year to meet this requirement.

7.8. The Licensee shall provide each coach, assistant coach, and parent an annual handbook that provides relevant information about the Licensee, Licensee's programs, board members and contact information, meeting schedules, and any other relevant information about the Licensee's activities or programs.

Section 8. Operation of Food and Drink Concession

8.1 The Town grants to the Licensee the non-exclusive right to use the Concession as contemplated herein during Licensee's programs and activities as stipulated in Exhibit A. The Licensee may be granted non-exclusive concession rights at additional parks, if so required, and in the sole discretion of the Town Manager.

8.2 The Town Manager in his or her sole discretion may terminate the right of operation of the food and drink concession facilities by Licensee. The Licensee, at its expense, shall be responsible for obtaining all required food licenses and permits relevant to the operation of the Concession. If a citation for a violation is issued, Licensee shall be responsible for all costs related to mitigating the citation/violation. Copies of any applicable licenses and/or permits related to the Concession shall be provided to the Town within 30 days of the beginning of the Contract term.

8.3 The Licensee shall designate a "Concessions Manager" who shall be responsible for all the work to be performed by the Licensee under this Contract and shall serve as the point of contact. The Licensee must provide to the Town a copy of the selected

Concessions Manager's qualifications in writing. The selection of the Concessions Manager must be approved by Town's Representative.

8.4 The Concessions Manager shall be on property at the request of the Town's Representative and shall be reachable seven (7) days per week, twenty- four hours a day.

8.5 The Concessions Manager must provide an overall annual operations/maintenance schedule and monthly detailed maintenance schedules to the Town in writing within thirty (30) days of the execution of the Contract. All schedules must be approved by the Town.

8.6 The Concessions Manager shall meet with the Town's Representative, at a mutually determined schedule, to discuss Concession-related matters and any Contract issues.

8.7 The Concessions Manager or any Licensee employee shall submit incident reports forms in a Town approved format, when any noteworthy event occurs at the Concessions, including but not limited to injuries, trespassing, equipment/inventory loss or other significant event.

8.8 Access control responsibilities for the Concession Facility are defined as follows: Two (2) copies of all required keys will be furnished to the Licensee. Additional keys will be at the expense of the Licensee. Lost/stolen/misplaced keys will result in change of lock/key at the Licensee's expense. The Licensee is responsible for opening and closing all Concession Facility doors during operating hours.

8.9 The Licensee agrees to operate the Concession on the dates and times as mutually determined with the Licensee at the Park and other compatible uses as permitted under applicable law for which the Town Manager or his designee has given prior written consent in each instance.

8.10 The Licensee shall not display or affix any signs on or about the Concession without first obtaining the advance written approval of the Town Manager or designee.

8.11 If the Licensee wishes to make any changes to the above schedule the Licensee must provide 72 hours written notice subsequently approved by the Town.

8.12 Staff must be able to speak and understand English. Staff working together must be able to communicate with one another. Staff is encouraged to be bilingual.

8.13 Staff must be clean, groomed and in uniform while on Park property.

8.14 Staff shall not smoke in the Parks and alcohol is prohibited.

8.15 The Licensee shall purchase and provide to staff a uniform that meets the Town's approval.

8.16 Staff shall not wear a Town approved uniform or display Town decals on Licensee's vehicles to conduct non-Town related business or personal matters while inside or outside the Town's limits.

8.17 Staff shall wear a Town issued ID badge at all times while on the property. The ID must be returned to the Town upon employment resignation or termination.

8.18 The use of the Concession shall be limited to the sale of prepackaged foods and non-alcoholic beverages, unless otherwise approved by the Town. Soda fountains may be permitted. The cooking and/or reheating of food products within the Concession shall be limited to activities that do not require the use of a stove, gas grill, barbecue grill or other similar equipment, unless approved. The use of a microwave, electric grill, electric fryer or sandwich press may be permitted. Licensee shall provide to the Town a list of equipment for approval in the sole discretion of the Town. Licensee shall not sell or distribute any glass bottles or containers. Other than the uses stated above, the Concession may not be used by Licensee for any other purpose.

8.19 Prior to the execution of this Agreement, Licensee agrees to provide to the Town a menu with a list of sale items and prices for approval by the Town Manager, or his designee. The Licensee shall at all times hereunder stock and display a reasonable supply of food and beverages sufficient to satisfy demand at competitive prices comparable with the prices charged for food and beverages at other public parks in the area. The Licensee agrees that the level of services in the bid cannot change without the Town's approval.

8.20 The Licensee will keep accurate and complete records of all revenue and expenses in connection with the operation of the concession facility. Such revenue and expenses will be supported by cash register tapes, invoices, sales slips bills, vouchers, payroll records, purchase orders and other pertinent records that, under recognized accounting and industry practices, contain information relating to costs, including gross sales or profits. In addition to any and all such documents or statements ("records") identifying total concession stand revenues for the time periods of operation as specified herein. Said records shall be provided to the Town Manager, or his designee, no later than 5:00 pm on the Monday following each Sunday date, as specified herein.

8.21 The Licensee shall not permit any intoxicated person or persons to remain at the Concession or allow profane or indecent language, or improper, boisterous or loud conduct to take place in or about the Concession.

8.22 The Licensee shall inspect the facility and schedule a deep cleaning prior to initial use at Licensee's cost. Licensee shall be responsible for inspecting the condition of the facilities and equipment in the Concession, every day prior to its use. Inspection reports shall be made in writing and presented to the Town Manager or designee if requested.

8.23 The Licensee shall, on each day of operation of the Concession, properly dispose of all litter and trash generated through its use of the Concession upon the close of the operation day in the dumpster located at the Park and fully clean the concession area for use the following day. The Town will not have any responsibility for the disposal or removal of any litter or trash or cleaning costs generated as a result of the Licensee's operation of the Concession. Failure to maintain the concession to an acceptable standard will result in a $25 per day penalty until concession is cleaned to an acceptable standard.

8.24 The Licensee agrees that it will be responsible for the installation, maintenance, repair, cleaning and all costs associated therewith for any equipment that the Licensee desires to place into the Concession, as may be permitted under this Agreement. The Town will have no responsibility for the cost of installation, maintenance, repair or any other costs related to any equipment placed into the Concession by the Licensee. The Town will have no responsibility to obtain any permits that may be required in connection with the installation, maintenance or repair of any equipment placed in the Concession.

8.25 The Licensee shall not commit nor permit any violations of applicable federal, state, county and municipal laws, ordinances, resolutions and governmental rules, regulations and orders, as may be in effect now or at any time during the term of this Agreement, all as may be amended, which are applicable to the Town, the Licensee, or the Concession. The Licensee, at the Licensee's expense, shall be responsible for obtaining all required food licenses and permits relevant to the operation of the Concession.

8.26 The Licensee shall at all times maintain a clean and safe environment and provide high quality service and while operating the Concession. The Licensee may also be subject to monthly audits of the concession facility by the Town of Miami Lakes Parks and Recreation Staff. The audit will specifically include a comprehensive review of the following:

a. Service quality, attentiveness, courteousness, etc.;
b. Food quality, presentation, and merchandising;
c. Sanitation practices and conditions;
d. Personal appearance;
e. Training program techniques, schedules, and records;
f. Safety conditions;
g. Operational performance from a financial perspective; and
h. Other related operational conditions and/or practices.

8.27 A report as a result of the audit will notify the Licensee of conditions needing correction or improvement. The Licensee will have fourteen (14) days to cure any deficiencies found in the concession area. Failure to cure within 14 days may result in loss of use of the concession facility.

Section 9. Organizational Status and Governing Regulations of Licensee

9.1. Licensee must be maintained as a 501 (c) (3) not for profit organization and must comply with all regulations, as may be amended, required to maintain said status. Licensee must provide the Town with documentation on an annual basis demonstrating that Licensee has maintained its status as a 501 (c) (3) not for profit organization

9.2. Licensee must conduct a minimum of two (2) public meetings per year to hold, at a minimum, an election of the Board of Directors and one general membership meeting for membership feedback. Licensee agrees to notify all registered participants and parents of registered participants of the Licensee and the Town of the date, time, location, and purpose of the public meeting at a minimum of fourteen (14) days prior to the scheduled meeting date. During one or both of the public meetings, the Licensee

shall elect and maintain a governing Board of Directors, allowing parents of registered participants, managers, and other league volunteers to offer nominations from the floor and vote on all league officers. Official minutes must be recorded at each meeting, and a copy of these minutes must be forwarded to the Program Manager not later than 14 days following each meeting. The Licensee must advise the Program Manager in writing of the names and contact information of the Board of Directors and the dates of all meetings.

9.3. Fourteen (14) days prior to the Commencement Date of the playing season, Licensee, at its sole cost and expense, must provide to the Town annual financial documentation to include 501(c)(3) Status, Year End Balance Sheet, Cash Flow Report, Tax Returns and Licensee's proposed next year operating budget. In addition, Licensee shall provide documentation reflecting the financial information of each one of the Licensee's programs, i.e. recreational and travel/competitive separately. The Town at its sole discretion, and at the league's sole expense, may require a certified financial audit. The scope of such audit, if required, will be determined by the Town. Licensee is also required to provide the numbers and demographics of children and adults served, number of volunteers, and financial conditions of the Licensee, including all revenues and expenditures, and (2) an electronic listing of all participants, identifying by name, address, phone numbers, zip code and emergency contact information. Licensee will be responsible for supplementing the list of participants upon any change to the registration lists.

9.4 Prior to the expiration date of the Agreement, Licensee must provide an Annual Report to the Town. Such report must illustrate and describe Licensee's financial statements which shall include individual financial statements for each of Licensee's programs, i.e. recreational and travel/competitive, liabilities, assets, revenue, activities, officers' names and addresses, rules and regulations, by-laws, and election date(s). Such Annual Report must also provide: a schedule of use; a current certificate of insurance, as required by Section 12 of the Agreement; a schedule of all fees charged, including concession and membership fees; a verification of corporate status; a verification of tax-exempt status; a list of members of the board of directors, including names, addresses, and telephone numbers; and, a report detailing the number and types of events and attendance figures for participants, volunteers, and spectators of the previous year.

9.5 Licensee agrees to notify the Program Manager of any and all proposed changes to the programs, schedules, marketing materials, or any other relevant change that involves Licensee's participants, coaches, employees, or volunteers for review and approval by the Town at least fourteen (14) calendar days **prior** to any changes being made by Licensee. Licensee shall establish a point of contact to meet with the Program Manager regularly to discuss contract deliverables and program matters as often as deemed necessary by the Program Manager.

9.6. Licensee agrees to monitor and control all program participants, including, but not limited to Licensee staff, instructors, volunteers, program participants, guests and invitees while at the Property and during any activities organized by the Licensee on the

Property.

9.7. Licensee's overall Program must include safety plan ("Safety Plan"). The Safety Plan must include, but not limited to, crowd control, incident management, accidents and injury.

9.8 Licensee overall Program must include guidelines and standards for the conduct of Licensee staff and volunteers in interfacing with the general public and Town officials in a courteous and professional manner. Licensee must at all times have a competent English speaking supervisor ("Supervisor") on site who will be responsible for management and supervision, of the Program(s). Such guidelines and standards may be subject to the review and approval of the Town. The Supervisor will represent the Contractor in the field and all directions given to the Supervisor will be as binding as if given to the Licensee.

9.9. Licensee agrees to maintain standards of conduct and disciplinary penalties and/or action as may be necessary to ensure a safe and amicable environment for participants, spectators, guests, invitees and other Park patrons.

9.10. Licensee shall not engage in any for profit activities within the Property, unless otherwise approved by the Town Manager or designee.

9.11. Licensee shall comply with the Town's Administrative Order 07-01, requiring the Licensee to conduct background investigations for all instructors, employees, or volunteers prior to the Licensee's use of the Property under this Agreement. Licensee shall not allow any instructor, employee, or volunteer who does not meet the requirements of the Town's Administrative Order 07-01 to provide any service under this Agreement.

9.12. Licensee shall have a competent supervisor on site who thoroughly understands the activities and uses of the Property pursuant to this Agreement, who shall, as the Licensee's agent, supervise, direct, and otherwise conduct the activities and use of the property under this Agreement. Licensee's agents, representatives and employees shall serve the public in a courteous, helpful, and impartial manner.

9.13. Licensee shall, upon receipt of a written request from the Town, immediately exclude any employee of Licensee or volunteer from providing Services under this Agreement. The Licensee agrees that the removal of any such individual(s) does not require the termination or demotion of said individual(s).

9.14. Licensee shall include a privacy policy agreement on its registration forms that specifies what kind of personal data is collected from registrants and what is done with that data. The privacy policy agreement shall be included in any document or website registration application that collects personal information. The sale, transfer, or sharing of personal data from registrants to third parties is prohibited unless agreed to by the registrant.

9.15 The Licensee is expressly prohibited from making the registration in any of Licensee's programs contingent on any third or outside party transaction.

Section 10. Security

10.1 Licensee will be responsible for providing, at its sole cost, all security during the Term necessary to protect the Property and persons therein. The Town will have sole discretion and be the final authority in determining the security needs and requirements based on the Program.

10.2 Where an armed security officer(s) is required, the Licensee must contract with the Miami Lakes Police Department for off-duty police officers or a Town approved security agency.

Section 11. Alterations and Improvements

11.1 Licensee must not make any permanent or temporary alterations, improvements or additions to the Property, including all signs and banners, without the prior written consent of the Program Manager. Any alteration, improvement or addition to the Property approved by the Program Manager must be designed, constructed with appropriate permitting, installed, and maintained in a good, safe and workmanlike manner, and must be provided solely at the Licensee's expense.

11.2 Unless otherwise agreed in writing by the Program Manager, any alteration, improvement or addition to the Property made by Licensee must be removed by Licensee at the expiration date or earlier termination date of the Agreement. If the Town desires to retain any alteration, the Town will notify Licensee in writing of its intent prior to the termination date of this Agreement.

Section 12. Insurance

Commencing upon its execution of this Agreement and all times during the Term, Licensee shall carry the following insurance:

12.1. Comprehensive General liability ("CGL") insurance in an amount no less than One Million and 00/100 Dollars ($1,000,000.00) per occurrence, and automobile insurance for owned and non-owned vehicles in an amount not less than $300,000. The CGL policy provided by Licensee must be written by a carrier rated B and Class V or better as rated by A.M. Best Oldwick, New Jersey, or its equivalent. The required CGL insurance policies must name the Town and the Miami-Dade School Board as additional insured and loss payees, refer specifically to this Agreement, and must provide that the policy cannot be materially altered or canceled without thirty (30) days written notice to Town.

12.2. Worker's Compensation insurance coverage to apply for all employees for statutory limits as required by the State of Florida's Statutory Workers' Compensation Law and all applicable Federal laws. The policy(ies) must include Employer's Liability with minimum limits of $300,000 each accident and a waiver of subrogation. Should the Licensee's employees be exempt from Worker's Compensation insurance the Program Manager must be provided letters of exemption for each employee issued by the State of Florida.

12.3. Umbrella Insurance coverage must be provided in an amount not less than $1,000,000.

Section 13. Damage and Restoration

13.1. In the event of any damage by the Licensee or any of its representatives, including but

not limited to; employees, contractors, volunteers, program spectators, guests and participants, the Licensee shall be responsible for restoring the Property or any other damaged area to its pre-existing condition prior to the damage.

Section 14. Indemnification.

14.1. The Licensee must indemnify and hold harmless the Town and the Miami Dade County School Board, its officers, agents employees, and representatives from and against all liability, claims, damages, losses and expenses, including reasonable attorney's fees and costs at both trial an appellate levels arising out of or resulting from the performance of the Work under this Agreement resulting from the delivery or non-delivery of the Program, or caused by negligence, recklessness, intentional misconduct, or any act or omission of the Licensee or anyone directly or indirectly employed by Licensee or anyone for whose acts the Licensee may be liable. The Licensee expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Licensee shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Town or its officers, employees, agents and instrumentalities as herein provided.

14.2. The Licensee agrees and recognizes that the Town will not be held liable or responsible for any claims which may result from any actions or omissions of the Licensee in which the Town participated either through review or concurrence of the Licensee's Program

14.3. The provisions of this Section will survive the termination or expiration of this Agreement.

14.4 The Town has provided specific consideration for the indemnification of $10.00 from the sums due from the Contractor under this Agreement.

Section 15. Assignment

Licensee will not assign, transfer, or otherwise dispose of this Agreement, or any portion thereof, or permit the Property to be occupied by other organizations, entities or persons.

Section 16. Town Right to Observe and Inspect

Town will have the right, but not the obligation, at all times to have one or more of its representatives present at the Property to observe the Licensee's use of the Property and make any inspections the Town deems necessary. The purpose of such observations and inspections is to ensure the Licensee's compliance with the terms and conditions of this Agreement.

Section 17. Non-Discrimination

Licensee must not unlawfully discriminate against any person, must provide equal opportunities for employment and equal opportunities for access to and participation in the Program(s). Licensee must not discriminate against any person or group and shall comply with all applicable provisions of the Americans with Disabilities.

Section 18. Notices

Whenever either party desires to give written notice to the other relating to the Agreement, such must be addressed to the party for whom it is intended at the place specified below; and

the place for giving the notice shall remain until it has been changed by written notice. Notice will be deemed given on the date received or within 3 days of mailing, if mailed through the United States Postal Service. Notice will be deemed received on the date sent via e-mail or facsimile. Notice shall be deemed given via courier/delivery service upon the initial delivery date by the courier/delivery service.

For Town:

Mr. Alex Rey
Town Manager
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014
(305)-364-6100
reya@miamilake-fl.gov

Ms. Christina Semeraro
Procurement Manager
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014
(305)-364-6100
semeraroc@miamilakes-fl.gov

For Licensee:

Alvin Murray, President
Miami Lakes United Soccer Club, Inc.
6645 NW 178 Terrace
Miami Lakes, Florida 33015
(786) 657-4572
alvin@almsports.com

Section 19. Entire Agreement

This Agreement, including the attached exhibits, contains all of the terms, covenants, conditions and agreements between Town and Licensee relating in any manner to the use and occupancy of the Property by Licensee. No prior agreement or understanding pertaining to the same will be valid or of any force or effect, and the terms, covenants, conditions and provisions of the Agreement will not be altered, changed, modified or amended, except in writing signed by Town and Licensee.

Section 20. No Waiver

The failure by the Town to insist in any one or more instances upon the strict performance of any covenant, agreement, term, provision or condition of this Agreement will not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision, or condition, but the same will continue and remain in full force and effect. No waiver by Town or Licensee of any condition will be deemed to have been made unless expressed in writing and signed by the waiving party.

Section 21. Independent Licensee

Nothing herein contained will be deemed in any way to constitute Town or Licensee a partner of the other in its business or otherwise, or a joint venturer or a member of a joint enterprise with the other. For all intents and purposes hereunder, Licensee will be considered an independent contractor consistent with Florida Statutes and federal laws.

Section 22. Severability

If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) is determined to be invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement will not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement will be valid and will be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of the Agreement between the parties.

Section 23. Authority to Execute

Town and Licensee each warrant and represent to the other that the individuals signing this Agreement on behalf of the Town and Licensee, respectively, have full power and authority to execute and deliver the Agreement and to bind the respective parties hereto.

Section 24. Governing Law; Venue; Waiver of Jury Trial

24.1. This Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Florida.

24.2. The parties agree that venue for any legal action instituted in connection with this Agreement shall be in Miami-Dade County, Florida.

24.3. The parties hereby expressly, knowingly, and irrevocably waive any rights either party may have to a trial by jury of any civil litigation related to, or arising out of this Agreement.

Town of Miami Lakes
License and Use Agreement

IN WITNESS WHEREOF, Town and Licensee have executed this Agreement as of the dates set forth above.

Attest:

By: _____
Gina Inguanzo, Town Clerk

Town of Miami Lakes

By: _____
Alex Rey, Town Manager

Signed, sealed and witnessed in the presence of:

By: _____

As to the Licensee:

Miami Lakes United Soccer Club, Inc.

By: _____

Name: ALVIN MURRAY

Title: President

(*) In the event that the Licensee is a corporation, License shall be attached the corporate resolution authorizing the officer who signs the Agreement to do so in its behalf.

EXHIBIT A

This Exhibit contains the scope and requirements of the Program under this Agreement with the Licensee.

1.1 Use of Property

Town grants to the Licensee a non-exclusive license for the use of the Property for the following uses permitted pursuant to this Agreement:

- Recreational activities only:
  - Youth Soccer Travel League Practices and Games
  - Youth Soccer Recreational/ In-House Season

The Town shall schedule dates and times for Licensee's league(s) at the Property, as follows:

Royal Oaks Park:

- August 1-November 30 except for during scheduled flag football games days taking place during the contract term.
  - Fields 1,2,3,4 - Mon.-Fri. 4:30pm-10pm; Sat.-Sun. 8am-6pm
- January 2-May 31
  - Fields 1,2,3,4 - Mon-Fri. 4:30pm-10pm Sat.-Sun. 8am-6pm

All practice and game schedules must be staggered to ensure parking limits and facility use is adhered to.

Roberto Alonso Community Center:

- Use of the Roberto Alonso Community Center must be requested and approved in advance by the Town.

Food and Drink Concession at Royal Oaks Park:

Operation of a food and drink concession facilities located on the Property only during the week and weekends when scheduled flag football games are not taking place.

Miami Lakes Optimist Park:

- Use of this facility is only through prior written consent from the Town Manager during the contract term.

Tournaments:

Tournament requests may be approved on a case by case basis by the Town Manager, subject to the Licensee meeting all requirements put forth by the Town. Requests must be made in writing as a tournament proposal, at a minimum, six (6) months prior to the tournament date. All approved tournaments are subject to the tournament payment outlined in this agreement under section 7.6.

sessions prior to the start of each individual sports season and photo identification badges will be issued at that time. It is the volunteer's responsibility to ensure that they attend the sessions and receive their photo identification badge. Volunteers should contact the Miami Lakes Optimist Club and Miami Lakes Soccer Club directly for dates and times of scheduled sessions. For other recreational programs volunteers not associated with the Miami Lakes Optimist and Miami Lakes Soccer Clubs, the Town will contact the volunteer to schedule a picture session and to issue a photo identification badge to the volunteer.

For individuals 17 years of age and younger:

Background checks are not required for individuals 17 years and younger, however, the following procedures must be followed for any individual 17 years of age and younger that is seeking to become a recreational programs volunteer, coach, or umpire/referee:

1) Minor Volunteer Approval/Support Letter: all youth sports volunteers are required to gain approval/support from the Miami Lakes Optimist Club or Miami Lakes Soccer Club Board before they are given permission to participate in any Town of Miami Lakes organized programs. The minor must obtain a signed letter from their respective Club's Board, granting permission to volunteer with the program, and submit this to the Town of Miami Lakes. All volunteers not associated with the Miami Lakes Optimist Club and the Miami Lakes Soccer Club are required to provide the Town of Miami Lakes with 2 letters of recommendation before they are given permission to participate in any Town of Miami Lakes organized programs.

2) Minor Volunteer photo identification badge: once the Town of Miami Lakes receives the letter of approval, the Town of Miami Lakes will contact the minor volunteer to schedule a picture session and to issue a photo identification badge to the minor volunteer. For volunteers serving with the Miami Lakes Optimist Club and the Miami Lakes Soccer Club, the Town will schedule two coaches/certification picture sessions prior to the start of each individual sports season and photo identification badges will be issued at that time. It is the minor volunteer's responsibility to ensure that they attend the sessions and receive their photo identification badge. Minor volunteers should contact the Miami Lakes Optimist Club and Miami Lakes Soccer Club directly for dates and times of scheduled sessions and also for questions regarding additional minor volunteer requirements.

Procedures regarding Background Checks and Photo Identification Badges:

- All qualified volunteers, sports coaches, umpires/referees, managers, and board members are required to submit a background check on an annual basis.

- All qualified sports coaches, umpires/referees, managers, and board members are required to obtain a photo identification badge for each sports season, whether a new coach or returning coach. All other Town of Miami Lakes volunteers not associated with the Miami Lakes Optimist Club or Miami Lakes Soccer Club are required to obtain a new photo identification badge on an annual basis. Photo identification badges expire one year from date of issuance.

- Photo identification badges are to be displayed at all times whenever the volunteer is serving as a volunteer and badges are not to be worn or used for any other purpose.

- No pins, stickers, or markings are allowed to be displayed on the photo identification badge. The photo identification badge must be clearly visible to the public and should be worn between the shoulders and waist with the photo clearly visible.

- If a photo identification badge is lost or stolen, it is the responsibility of the volunteer to notify a supervisor as soon as possible to obtain a replacement badge.

- It is the duty of every qualified volunteer to report any volunteer failing to properly display their credential to their supervisor/league, president/organization, or Town representative.

- Lending a photo identification badge to someone is not permitted at any time.

- Volunteers shall not have more than one photo identification badge in his or her possession at any one time.

Enforcement Policy:

The Town of Miami Lakes Department of Community and Leisure Services Staff in collaboration with program staff will monitor activity and randomly check all volunteers (i.e.: coaches, instructors, umpires/referees, managers, board members, and other volunteers). Miami Lakes Optimist Club and Miami Lakes Soccer Club game day officials will check all volunteers and coaches prior to the start of each game. If the staff/officials do not see the photo identification badge visible, the staff/officials will request that the volunteer produce the photo identification badge. All volunteers are required to show their photo ID badge if asked by a staff member or an official. If the volunteer cannot produce a photo ID badge, then the following specific measures will be taken:

- If a volunteer does not have his/her photo ID badge visible and fails to produce a photo ID badge if requested by staff/officials: the volunteer will be asked to provide pertinent information (name, team, sport), the volunteer will be reported to the league they are associated with or to their supervisor, the volunteer will be provided a copy of the Town's enforcement policy, and the volunteer will not be allowed to continue to participate in program activities until an ID badge is obtained.

All program providers will receive a copy of this enforcement plan and should inform all volunteers of these requirements. For more information, please contact the Town of Miami Lakes:

Sports Programs Volunteers Working with the Miami Lakes Optimist Club and Miami Lakes Soccer Club:
Dario Martinez, Athletic Facilities Supervisor
Town of Miami Lakes
(305) 556-0771

martinezd@miamilakes-fl.gov

Other Recreational Programs Volunteers:
Katya Lysak, Leisure Services Manager
Town of Miami Lakes
(305) 698-9308
lysakk@miamilakes-fl.gov