A. **Meeting Called to Order and Roll Call.**
   Invocation and Pledge to the Flag of the United States of America.

B. **Approval of Agenda with Additions and Deletions.**

C. **Awards and Presentations**
   1. St. Pete Promise - Northshore Elementary School
   2. [Procurement & Supply Management Award Recognition](#)
   3. [SPIFFS ‘International Folk Fair Days’ Proclamation](#)
   4. ‘St. Petersburg Science Festival Days’ Proclamation
   5. [My Sistah’s Place Update and Presentation](#)
   6. [St. Pete Employee Health Clinic 5 Year Anniversary Recognition](#)
   7. ‘Come Out St. Pete Day’ Proclamation
   8. ‘Fire Prevention Week’ Proclamation
   9. ‘Infant Safe Sleep Month’ Proclamation
   10. Community Housing Council Presentation

D. **Reports**

   1. [Three Party Agreement between the City of St. Petersburg, Florida, Big 3 Entertainment, LLC and Rowdies Soccer, LLC related to the management and operation of Al Lang Stadium.](#)
      (a) Subject

E. **Intergovernmental Reports**

   1. Land Use & Transportation
      (a) Subject
   2. Homeless Leadership Board
(b) Subject

3. Public Arts Commission
   (c) Subject

4. Tampa Bay Regional Planning Council
   (d) Subject

F. Legal

G. Adjournment
August 3, 2018

TO: The Honorable Members of City Council

SUBJECT: Procurement & Supply Management Award Recognition

PRESENTER: Procurement Staff

SCHEDULE FOR COUNCIL ON:

Agenda of OCTOBER 11, 2018

Rick Kriseman
Mayor
August 27, 2018

TO: The Honorable Members of City Council

SUBJECT: SPIFFS ‘International Folk Fair Days’ Proclamation

PRESENTER: Mayor, Deputy Mayor, Assistant City Administrator

SCHEDULE FOR COUNCIL ON:

Agenda of OCTOBER 11, 2018

Rick Kriseman
Mayor
August 29, 2018

TO: The Honorable Members of City Council

SUBJECT: ‘St Petersburg Science Festival Days’ Proclamation

PRESENTER: Mayor, Deputy Mayor, Assistant City Administrator

SCHEDULE FOR COUNCIL ON:

Agenda of OCTOBER 11, 2018

Rick Kriseman
Mayor
DATE: September 24, 2018

TO: The Honorable Members of City Council

SUBJECT: My Sistah’s Place Update and Presentation from Program Participants

PRESENTER: Juanita Suber, President, Golden Generations, Inc.

SCHEDULE FOR COUNCIL ON:
Agenda of October 11, 2018

Steve Kornell, Council Vice Chair
District 5
September 26, 2018

TO: The Honorable Members of City Council

SUBJECT: St. Pete Employee Health Clinic 5 Year Anniversary Recognition

PRESENTER: Mayor, Deputy Mayor, Assistant City Administrator

SCHEDULE FOR COUNCIL ON:

Agenda of OCTOBER 11, 2018

Rick Kriseman
Mayor
September 26, 2018

TO: The Honorable Members of City Council

SUBJECT: ‘Come Out St. Pete Day’ Proclamation

PRESENTER: Mayor, Deputy Mayor, Assistant City Administrator

SCHEDULE FOR COUNCIL ON:

Agenda of OCTOBER 11, 2018

Rick Kriseman
Mayor
September 26, 2018

TO: The Honorable Members of City Council

SUBJECT: ‘Fire Prevention Week’ Proclamation

PRESENTER: Mayor, Deputy Mayor, Assistant City Administrator

SCHEDULE FOR COUNCIL ON:

Agenda of OCTOBER 11, 2018

Rick Kriseman
Mayor
September 26, 2018

TO: The Honorable Members of City Council

SUBJECT: ‘Infant Safe Sleep Month’ Proclamation

PRESENTER: Mayor, Deputy Mayor, Assistant City Administrator

SCHEDULE FOR COUNCIL ON:

Agenda of OCTOBER 11, 2018

Rick Kriseman
Mayor
RESOLUTION NO. 2018-__

A RESOLUTION APPROVING THE THREE PARTY AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, BIG 3 ENTERTAINMENT, LLC AND ROWDIES SOCCER LLC; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE THREE PARTY AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") and Big 3 Entertainment, LLC ("Big 3") entered into an agreement on October 2, 2014, for Big 3 to manage and operate Al Lang Stadium; and

WHEREAS, on November 3, 2016, the City and Big 3 entered into a first amendment to such agreement; and

WHEREAS, the agreement dated October 2, 2014 as amended by the first amendment dated November 3, 2016 is hereafter referred to as "Agreement"; and

WHEREAS, an affiliate of Big 3 is scheduled to sell the Tampa Bay Rowdies, a professional soccer team, to Rowdies Soccer, LLC ("Rowdies Soccer") during the month of October, 2018; and

WHEREAS, in connection with the sale, Big 3 desires to assign the Agreement to Rowdies Soccer, as of the date the acquisition of the Tampa Bay Rowdies by Rowdies Soccer is completed and closed; and

WHEREAS, Big 3 and Rowdies Soccer have agreed to the terms and conditions set forth in the Three Party Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Three Party Agreement between the City of St. Petersburg, Florida, Big 3 Entertainment, LLC and Rowdies Soccer, LLC is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the Three Party Agreement.

This resolution shall become effective immediately upon its adoption.

APPROVAL:

[Signature]
City Attorney (designee)
00403361
THREE PARTY AGREEMENT BETWEEN
THE CITY OF ST. PETERSBURG, FLORIDA,
BIG 3 ENTERTAINMENT, LLC AND ROWDIES SOCCER, LLC

THIS THREE PARTY AGREEMENT ("Three Party Agreement") is made and entered into this ___ day of October, 2018, by and between the City of St. Petersburg, Florida ("City"), Big 3 Entertainment, LLC ("Contractor 1"), and Rowdies Soccer, LLC ("Contractor 2"), which three entities shall be referred to collectively as the “Parties” and individually as “Party”.

WITNESSETH:

WHEREAS, the City and Contractor 1 entered into an agreement on October 2, 2014 for Contractor 1 to manage and operate Al Lang Stadium, a copy of which is attached hereto as Exhibit 1 and made a part hereof for all purposes; and

WHEREAS, on November 3, 2016, the City and Contractor 1 entered into a first amendment to such agreement, a copy of which is attached hereto as Exhibit 2 and made a part hereof for all purposes; and

WHEREAS, the agreement dated October 2, 2014 as amended by the first amendment dated November 3, 2016 is hereafter referred to as "Agreement"; and

WHEREAS, an affiliate of Contractor 1 is scheduled to sell the Tampa Bay Rowdies, a professional soccer team, to Contractor 2 during the month of October, 2018; and

WHEREAS, the date Contractor 2’s acquisition of the Tampa Bay Rowdies is completed and closed is hereafter referred to as “Acquisition Date”; and

WHEREAS, in connection with the sale, Contractor 1 desires to assign the Agreement to Contractor 2, as of the Acquisition Date; and

WHEREAS, Contractor 1 and Contractor 2 desire to ensure continuous and uninterrupted performance of the Agreement; and

WHEREAS, Contractor 2 has read and understands the terms and conditions of the Agreement; and

WHEREAS, Contractor 2 represents that it will comply with the terms and conditions of the Agreement applicable to Contractor 1, as of the Acquisition Date; and

WHEREAS, Contractor 2 agrees to assume all duties, obligations and liabilities of Contractor 1 related to the Agreement, without limitation, as of the Acquisition Date; and

WHEREAS, except as provided in paragraph 5. below, the City and Contractor 1 agree to substitute Contractor 2 for Contractor 1 in the Agreement and to allow Contractor 2 to assume all
duties, obligations and liabilities of Contractor 1 related to the Agreement, without limitation, as of the Acquisition Date.

NOW THEREFORE, for and in consideration of the foregoing recitals (all of which are hereby adopted as an integral part of this Three Party Agreement), the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. This Three Party Agreement is a legally valid agreement binding on the Parties.

2. Except as provided in paragraph 5. below, Contractor 2 shall assume all duties, obligations and liabilities of Contractor 1 related to the Agreement, without limitation, as of the Acquisition Date.

3. Contractor 2 shall be bound by the terms and conditions of the Agreement in all respects as if Contractor 2 was the original party to the Agreement in lieu of Contractor 1, as of the Acquisition Date.

4. This Three Party Agreement shall serve as consent by the City for Contractor 1 to assign the Agreement to Contractor 2, as of the Acquisition Date.

5. Notwithstanding anything to the contrary contained in this Three Party Agreement, the City does not release Contractor 1 from any liability alleged or claimed to be arising from or related to Contractor 1’s performance of the Agreement prior to the Acquisition Date.

6. All notices to be directed to Contractor 2 shall be delivered to:

   Rowdies Soccer, LLC  
   One Tropicana Drive  
   St. Petersburg, FL 33705  
   Attention: John P. Higgins  
   Senior Vice President of Administration  
   General Counsel

7. This Three Party Agreement shall be effective on the Acquisition Date. In the event that Contractor 2 does not acquire the Tampa Bay Rowdies on or before October 31, 2018 (i) this Three Party Agreement shall automatically terminate and have no force or effect, and (ii) all duties, obligations and liabilities of Contractor 1 under the Agreement shall be unchanged.

8. Contractor 2 shall notify the City in writing of the Acquisition Date within twenty-four (24) hours thereof.

9. Each Party represents as an express term of this Three Party Agreement that the person signing this Three Party Agreement on behalf of said Party is authorized to do so.
IN WITNESS WHEREOF, the Parties hereto have caused this Three Party Agreement to be executed by their duly authorized representatives on the date first above written.

CITY OF ST. PETERSBURG, FL

Rick Kriseman
Mayor

Chandrahasa Srinivasa, City Clerk
(Seal)

CONTRACTOR 1 (BIG 3 ENTERTAINMENT, LLC)

Authorized Signature

Printed Name

Title

CONTRACTOR 2 (ROWDIES SOCCER, LLC)

Authorized Signature

Printed Name

Title

Approved as to form and content:

City Attorney (Designee)
00403128 FINAL
Exhibit 1

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into on the 2\textsuperscript{nd} day of October, 2014 ("Execution Date"), by and between Big 3 Entertainment, LLC ("Contractor"), and the City of St. Petersburg, Florida ("City") (collectively, "Parties").

WITNESSETH:

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Contractor Duties.

A. Contractor shall perform the scope of services set forth in Appendix A for the City in full and complete accordance with this Agreement ("Scope of Services"). The Scope of Services shall include but not be limited to field maintenance requirements set forth in Attachment 1 of the Scope of Services, building and facility maintenance set forth in Attachment 2 of the Scope of Services and custodial services set forth in Attachment 3 of the Scope of Services. Without limiting the generality of the foregoing, Contractor shall provide all labor, supervision, materials, training and equipment to manage, maintain and operate Al Lang Stadium ("Facility"). The Facility is the area designated as the Facility in Appendix B and shall include ingress, egress and approaches thereof and thereto. Contractor shall be responsible for all operational services including but not limited to utilities, phone and data services, grounds maintenance services, custodial services, elevator maintenance and repairs, and heating and cooling system maintenance and repairs. Contractor shall also be responsible for all maintenance costs of the Facility. In addition, Contractor shall be responsible for all of the management, staffing, proper handling of the Facility' funds, fire prevention, energy conservation efforts, marketing, advertising and financial accounting services.

B. Contractor shall cause to be conducted at the Facility, at no cost to the City, a minimum of ten (10) non-soccer related events per Fiscal Year.

C. Contractor shall cooperate with the City in matters related to the Facility that come before the Pinellas County Tourist Development Council.

D. Contractor shall perform all its duties pursuant to this Agreement at its sole expense and without any City funding unless otherwise agreed upon by the City in writing and subject to all required Approval (as hereinafter defined).

E. For purposes of this Agreement, "Fiscal Year" means that period of time from
October 1 to September 30 each year; “days” means calendar days; and “business days” means days on which City Hall is open for business.

2. **Term.** The term of this Agreement shall commence on October 3, 2014, and terminate on November 30, 2018, unless this Agreement is earlier terminated pursuant to this Agreement. This Agreement may be extended under the same terms and conditions upon mutual written agreement of the Parties. Any extension is subject to the length of the term limitations of the City Charter. References in this Agreement to “Term” shall include the initial term and all extensions thereof.

3. **Indemnification.**

   A. Contractor shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, “Indemnified Parties”) from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, “Claims”), whether or not a lawsuit is filed, including but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities, and costs, expenses and attorneys’ and experts’ fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

   (1) The performance of this Agreement (including any amendments thereto) by Contractor, its employees, agents, representatives, contractors, subcontractors, or volunteers; or

   (2) The failure of Contractor, its employees, agents, representatives, contractors, subcontractors or volunteers to comply and conform with applicable Laws (as hereinafter defined); or

   (3) Any negligent act or omission of Contractor, its employees, agents, representatives, contractors, subcontractors, or volunteers, whether or not such negligence is claimed to be either solely that of Contractor, its employees, agents, representatives, contractors, subcontractors, or volunteers or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or

   (4) Any reckless or intentional wrongful act or omission of Contractor, its employees, agents, representatives, contractors, subcontractors or volunteers.

   B. Without limiting the generality of the foregoing, Contractor specifically acknowledges that the indemnity undertaking herein shall apply to Claims in
connection with or arising out of the transportation, use, storage, maintenance, generation, manufacturing, handling, disposal, release or discharge of any Hazardous Material (as hereinafter defined) by Contractor, its employees, agents, representatives, contractors or subcontractors and Claims in connection with or arising out of any violation of Paragraph 47; provided, however that Contractor’s obligations pursuant to this Paragraph 3.B. shall not apply to any other Claims related to environmental contamination.

C. Contractor shall not be responsible for Claims caused by the sole negligence of the City.

D. The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by Contractor pursuant to this Agreement or otherwise obtained by Contractor, and shall survive termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to termination of this Agreement.

4. Insurance.

A. Contractor shall carry the following minimum types and amounts of insurance at its own expense:

(1) Commercial general liability insurance in an amount of at least One Million Dollars ($1,000,000) per occurrence, Two Million Dollars ($2,000,000) aggregate in occurrences form. This policy shall include coverage for (i) personal injury or death or property damage or destruction; (ii) business interruption; (iii) fire legal liability in the minimum amount of One Hundred Thousand Dollars ($100,000); and (iv) contractual liability under this Agreement.

(2) Automobile liability insurance of $1,000,000 combined single limit covering all owned, hired and non-owned vehicles.

(3) Workers’ Compensation insurance as required by Florida law and Employers’ Liability insurance in an amount of at least $500,000 each accident, $500,000 per employee, and $500,000 for all diseases.

(4) Liquor Liability Insurance in the amount of One Million Dollars ($1,000,000).

B. All of Contractor’s insurance policies, except Workers’ Compensation, shall name the Indemnified Parties as additional insureds.
C. Contractor shall provide the City with Certificates of Insurance on a standard ACORD form reflecting all required coverage. At the City's request, Contractor shall provide copies of current policies with all applicable endorsements.

D. The insurance documented in the Certificates of Insurance shall provide the City at least thirty (30) days advance written notice of cancellation, non-renewal or material change in coverage. Renewal certificates shall be provided to the City annually.

E. All insurance required shall be provided by responsible insurers licensed in the State of Florida and rated at least A- in the then current edition of Best's Insurance Guide.

F. Contractor hereby waives all subrogation rights of its insurance carriers in favor of the Indemnified Parties. This provision is intended to waive fully, and for the benefit of the Indemnified Parties, any rights or claims which might give rise to a right of subrogation in favor of any insurance carrier.

G. The City shall have the right to reasonably increase the amount or expand the scope of insurance to be maintained by Contractor hereunder from time to time.

5. **Condition of Facility.** Contractor has inspected the Facility and accepts the condition of the Facility in an "as is" condition. By virtue of such inspection, Contractor is satisfied that the Facility is safe and acceptable for the permitted uses set forth in this Agreement. The City has made no representations, statements, or warranties, either expressed or implied, as to the condition of the Facility, or as to its fitness for a particular use. The City and its respective agents and employees shall not be responsible or liable at any time for (i) any defects, latent or otherwise, in the Facility or any building or improvements therein or in any of the equipment, machinery, utilities, appliances or apparatus therein, or (ii) for any loss of life, or injury or damage to any person or to any property or business of Contractor or those claiming by, through or under Contractor, regardless of the cause.

6. **Return of Facility Upon Termination.** Contractor shall, on or before termination of this Agreement, remove all goods and effects of Contractor, repair any damage caused by such removal and surrender and deliver up the Facility, broom clean and in good order, condition and repair, ordinary wear and tear excepted. Any property not removed within twenty-four (24) hours after termination of this Agreement shall be deemed to have been abandoned by Contractor, and may be retained or disposed of by the City, as the City shall desire.

7. **Permitted Uses.**

A. The Facility shall be occupied, maintained, and used by Contractor for the primary purpose of providing the home field for the Tampa Bay Rowdies ("Rowdies"), a member of the North American Soccer League, and for other sports, leagues, teams, tournaments, camps, clinics, lessons, practices, games, strength and conditioning,
rchabilitation and training, sports related retail sales, and schools for umpires, coaches, players and agronomy.

B. The Facility may also be used for other events that will not materially damage the playing field surfaces including but not be limited to concerts, festivals and graduations; provided, however, that Contractor must receive the City's prior written approval of a noise management plan for any event at the Facility with amplified music. Contractor must submit a proposed noise management plan to the City at least two (2) weeks prior to any event at the Facility with amplified music. Such proposed noise management plan shall include (at a minimum): (i) start and end times of the event; (ii) the direction of the speakers; and (iii) any other relevant information regarding noise management. No later than three (3) business days after receiving Contractor's written request for approval of a proposed noise management plan, the City will provide a response either approving the plan, approving the plan subject to modifications or conditions, or rejecting the plan. Contractor may send written requests for City approval of a proposed noise management plan via email to the director of City Development Administration.

C. Contractor shall not use or allow the use of the Facility except as permitted above, unless otherwise agreed upon by the City in writing.

8. **Substantial Damage.** If the Facility is damaged substantially by fire, flood or other cause so as to render the Facility untenable as determined by the City in its sole and absolute discretion, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.

9. **Right of Entry.** The City shall have the right (twenty-four (24) hours a day, seven (7) days a week) to enter and inspect the Facility.

10. **Clean-up, Facility Maintenance and Equipment Maintenance.**

A. During performance of any work at the Facility and upon completion of the work, Contractor shall clean and remove from the work site all surplus and discarded materials, rubbish, and temporary structures, and shall restore in an acceptable manner all property, both public and private, including property that was damaged or destroyed, and shall leave the work site in a neat and presentable condition.

B. Contractor shall keep the Facility neat and clean and clear of all rubbish and non-essential items.

C. In addition to other equipment maintenance requirements that are included in the Scope of Services, Contractor shall provide personnel, equipment, parts and supplies
necessary for the maintenance and repair of the laundry appliances and accessories so as to provide for continuous service to the users.

11. **Notices.** Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals and other communications which are required to be given by either party to the other shall be in writing and shall be deemed given and delivered on the date delivered in person, upon the expiration of five (5) days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the address provided below, or upon the date delivered by overnight courier (signature required) to the address provided below.

**CITY:**

City of St. Petersburg  
175 5th Street North  
St. Petersburg, FL 33701  
Attn: City Development Administration  
Phone: 727-892-5400

**CONTRACTOR:**

Big 3 Entertainment, LLC  
150 Second Avenue North  
St. Petersburg, Florida 33701  
Attn: William Edwards, CEO  
Phone: 727-851-9500

12. **Severability.** Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such determination shall not render void, invalid or unenforceable any other paragraph or portion of this Agreement.

13. **Due Authority.** Each party to this Agreement represents and warrants to the other party that (i) it is a duly organized, qualified and existing entity authorized to do business under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the person executing this Agreement to so execute the same and fully bind the party on whose behalf he or she is executing.

14. **Assignment.** Contractor shall make no assignment of any of its rights, duties, or obligations under this Agreement without City Council’s prior written approval, which approval may be withheld by City Council in its sole and absolute discretion.
15. **Termination.**

A. In addition to the City's other rights to terminate this Agreement, the City may terminate this Agreement upon written notice to Contractor in the event Contractor defaults on any of the terms or conditions of this Agreement and such default continues for a period of thirty (30) days following notice from the City specifying the default.

B. If the City determines that Contractor has failed to comply with Paragraph 50, the City shall provide Contractor with notice of such default and Contractor shall have five (5) days to cure such default in a manner determined to be acceptable by the City in its sole and absolute discretion, otherwise the City may terminate this Agreement at the conclusion of such five (5) day cure period.

C. The City may terminate this Agreement upon written notice to Contractor in the event the Rowdies are no longer a member of the North American Soccer League or Major League Soccer, or if the Rowdies voluntarily relocate any home game from the Facility without the City's prior written approval, unless such relocation is temporary and due to circumstances beyond the control of Contractor or the Rowdies.

D. In addition to Contractor's other rights to terminate this Agreement, Contractor may terminate this Agreement: (i) upon written notice to the City in the event the City defaults on any of the terms or conditions of this Agreement and such failure continues for a period of thirty (30) days following notice from Contractor specifying the default, or (ii) if Contractor's tax liability under Paragraph 45 exceeds one hundred thousand dollars ($100,000.00) in any calendar year; provided, however, that Contractor shall remain obligated to pay its portion of any such tax liability already assessed for the year in which such termination occurs.

16. **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida and shall inure to and be binding upon the Parties, their successors and assigns. Venue for any action brought in state court shall be in Pinellas County, St. Petersburg Division. Venue for any action brought in federal court shall be in the Middle District of Florida, Tampa Division, unless a division shall be created in St. Petersburg or Pinellas County, in which case the action shall be brought in that division. The Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

17. **Contract Adjustments.**

A. Either party may propose additions, deletions or modifications to the Scope of Services ("Contract Adjustments") in whatever manner such party determines to be reasonably necessary for the proper completion of the services. Proposals for
Contract Adjustments shall be submitted to the non-requesting party on a form provided by the City. Contract Adjustments shall be effected through written amendments to this Agreement, signed by authorized representatives of the Parties.

B. In the event Contractor proposes a Contract Adjustment and the City does not approve such Contract Adjustment, Contractor will continue to perform the original Scope of Services in accordance with the terms and conditions of this Agreement.

18. Amendment. This Agreement may be amended only in writing executed by the Parties.

19. Entire Agreement. This Agreement constitutes the entire agreement between the Parties related to the subject matter hereof and supersedes all prior and contemporaneous agreements, whether oral or written, between them.

20. Compliance with Laws. Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, the federal and state constitutions, and orders and decrees of any lawful authorities having jurisdiction over the matter at issue (collectively, “Laws”), including but not limited to Florida Public Records Law (e.g., Chapter 119, Florida Statutes). Contractor acknowledges that there are Laws applicable to the construction of public buildings and repairs upon public works, including but not limited to Laws requiring execution and delivery of a performance and payment bond (e.g., Section 255.05, Florida Statutes).

21. Third Party Beneficiary. No persons other than Contractor and the City and their successors and assigns shall have any rights whatsoever under this Agreement.

22. No Liens. Contractor shall not suffer any liens to be filed against the Facility or any other City property by reason of any work, labor, services or materials performed at or furnished to the Facility or any other City property, to Contractor, or to anyone using the Facility or any other City property through or under Contractor. Nothing contained in this Agreement shall be construed as a consent on the part of the City to subject the Facility or any other City property or any part thereof to any lien or liability under any Laws.

23. No Construction Against Preparer of Agreement. This Agreement has been prepared by the City and reviewed by Contractor and its professional advisors. The City, Contractor and Contractor’s professional advisors believe that this Agreement expresses their agreement and that it should not be interpreted in favor of either the City or Contractor or against the City or Contractor merely because of their efforts in preparing it.

24. Non-appropriation. The obligations of the City as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year.
Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.

25. **City Consent and Action.**

   A. For purposes of this Agreement, any required written permission, consent, acceptance, approval, or agreement ("Approval") by the City means the Approval of the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.

   B. For purposes of this Agreement, any right of the City to take any action permitted, allowed, or required by this Agreement may be exercised by the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.

26. **Captions.** Captions are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

27. **Books and Records.** Contractor shall prepare in accordance with generally accepted accounting practice and shall keep, at the address for delivery of notices set forth in this Agreement, accurate books of account. All books and records, including tax returns, with respect to Contractor managing, maintaining and operating the Facility pursuant to this Agreement shall be kept by Contractor and shall be open to examination or audit by the City for a period of five (5) years following termination of this Agreement. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by the statutes of the State of Florida.

28. **Survival.** All obligations and rights of any party arising during or attributable to the period prior to termination of this Agreement, including but not limited to those obligations and rights related to indemnification, shall survive termination of this Agreement.

29. **Force Majeure.** In the event that either party hereto shall be delayed or hindered in or prevented from the performance required hereunder by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, or other reason of like nature not the fault of the party delayed in performing work or doing acts ("Permitted Delay"), such party shall be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay shall be conditioned upon the party seeking an extension of time delivering written notice of such Permitted Delay to the other party within ten (10) days of the event causing the Permitted Delay.
30. **No Waiver.** No provision of this Agreement will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the City’s consent respecting any action by Contractor shall not constitute a waiver of the requirement for obtaining the City’s consent respecting any subsequent action.

31. **Permits and Licenses.** Contractor shall be responsible for obtaining any and all necessary permits, licenses, certifications and approvals which may be required by any government agency in connection with Contractor’s performance of this Agreement. Upon request of the City, Contractor shall provide the City with written evidence of such permits, licenses, certifications and approvals.

32. **Successors and Assigns.** This Agreement shall inure to the benefit of and be enforceable by and against the Parties, their heirs, personal representatives, successors, and assigns, including successors by way of reorganization.

33. **Subcontract.** Contractor shall promptly pay all subcontractors and suppliers. Any subcontracting shall be subject to all the terms and conditions and other provisions of this Agreement. Notwithstanding any such subcontracting, Contractor shall remain obligated and responsible to the City for the performance of and compliance with all terms and conditions and other provisions of this Agreement.

34. **Relationship of Parties.** Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors and principals of their own accounts.

35. **Personnel.** The City reserves the right to require Contractor to replace any persons performing services pursuant to this Agreement, including but not limited to Contractor’s employees and any affiliates’ or subcontractors’ employees, whom the City judges to be incompetent, careless, unsuitable or otherwise objectionable, or whose continued use is deemed contrary to the best interests of the City.

36. **Signage.**

A. All signage (exterior and interior) at the Facility must comply with applicable Laws.

B. Contractor shall control the interior signage at the Facility and retain all revenue generated from the interior signage; provided, however, that (i) the City shall have
the right to place signage on one half of the outfield wall sign areas at the Facility, (ii) allocation of outfield wall signage locations at the Facility shall be mutually agreed upon by Contractor and the City, (iii) the City shall have the right to retain all revenue related to the placement of signage on the City’s half of the outfield signage locations at the Facility, and (iv) the City shall have the right to display temporary interior signage at the Facility to promote City and community events as mutually agreed upon by the Parties.

C. Notwithstanding the foregoing, the City shall control the signage and related revenue from the Facility scoreboard; provided, however, that if Contractor replaces the existing Facility scoreboard in connection with making Privately Funded Improvements (as hereinafter defined), Contractor shall control the signage and related revenue from the new scoreboard, subject to the City being permitted to advertise City and community events on the scoreboard as mutually agreed upon by the Parties.

D. The City shall control all exterior signage at the Facility, including the exterior marquee sign, and retain all revenue generated from the exterior signage.

37. Naming Rights. Unless otherwise approved by City Council, the name “Al Lang” shall be included in the name of the Facility or in the name of the field at the Facility. Subject to the foregoing, the City shall have the right, at its expense, to rename or sell the name of the Facility. Any net naming rights proceeds less selling expenses and/or commissions up to one hundred thousand dollars ($100,000) per Fiscal Year shall be shared as follows: eighty percent (80%) to the City and twenty percent (20%) to Contractor. Any net naming rights proceeds less selling expenses and/or commissions in excess of one hundred thousand dollars ($100,000) per Fiscal Year shall be shared as follows: twenty percent (20%) to the City on the amount that exceeds one hundred thousand dollars ($100,000) and eighty percent (80%) to Contractor on the amount that exceeds one hundred thousand dollars ($100,000). For example, if the net naming rights proceeds less selling expenses and/or commissions are $125,000 for Fiscal Year 2015, the City would retain eighty percent (80%) of $100,000 and twenty percent (20%) on the remaining amount of $25,000 and Contractor would receive twenty percent (20%) of $100,000 and eighty percent (80%) on the remaining amount of $25,000. Any naming rights proceeds due to Contractor pursuant to this Agreement shall be paid by the City to Contractor within ten (10) days of receipt of the gross naming rights proceeds received by the City from the naming rights sponsor.

38. Non-Discrimination. Contractor shall not discriminate against anyone in the use of the Facility because of race, color, religion, gender, national origin, marital status, age, disability, sexual orientation, genetic information or other protected category.

39. Appendices. Each appendix to this Agreement, including all attachments to each appendix, is an essential part hereof and is incorporated herein by reference.
Grand Prix Race Agreement and Grand Prix Race Event; Saturday Morning Market.

A. Grand Prix Race Agreement: This Agreement is subject to current and future agreements with third parties for the conduct of racing events in downtown St. Petersburg (any such agreement hereinafter referred to as "Grand Prix Race Agreement") and all rights (exclusive rights and other rights) and authority granted thereunder, including but not limited to rights related to use of the Facility. Without limiting the generality of the foregoing, Contractor acknowledges and agrees that (i) the Facility and Contractor's business operations will be impacted by Race Events and other activities that will occur before, during and after Race Events (e.g., construction, set-up and tear down activities), and (ii) that the Facility will be closed to the general public for certain periods of time in connection with Race Events (although ticket holders for Race Events may have access to the Facility). In the event of a conflict or ambiguity between this Agreement and any Grand Prix Race Agreement, the Grand Prix Race Agreement shall prevail. As used herein, the terms "Race Event," "Race Area," "Race Promoter" and "Race Period" shall have the meanings set forth in the Grand Prix Race Agreement.

B. Grand Prix Race Event: In the absence of a written agreement between Contractor and Race Promoter which specifically provides otherwise, Contractor shall comply with the following regulations pertaining to the Facility during Race Events, and such other regulations as may be imposed by the City from time to time:

1. Temporary outdoor uses are prohibited.

2. All uses, including but not limited to retail and food uses, operating from temporary or portable structures or vehicles such as semi-trailers, step vans, recreational or other vehicles with cooking facility, are prohibited.

3. Sale or distribution of food or any other item outside the interior premises is prohibited.

4. Temporary structures, including tents, shall not be erected and are prohibited.

5. Temporary signs, including signs on vehicles and buildings, visible from a street right-of-way and/or the Race Area are prohibited. Any sign erected shall be a permanent sign which has received the required permits.

6. Streamers, pennants, banners and inflatables, located within the Facility, which are visible from any street right-of-way and/or the Race Area, are prohibited.
C. **Saturday Morning Market**: This Agreement is subject to current and future agreements with third parties for the conduct of a Saturday Morning Market in the Al Lang Parking Lot (any such agreement hereinafter referred to as "Saturday Morning Market Agreement") and all rights (exclusive rights and other rights) and authority granted thereunder, including but not limited to rights related to use of the Al Lang Parking Lot. For purposes of this Agreement, Al Lang Parking Lot shall mean the area designated by the City as the Al Lang Parking Lot. Following the Execution Date, the City shall not enter into any Saturday Morning Market Agreement that grants any third party use of the Al Lang Parking Lot after 4:00pm on any Saturday.

41. **Al Lang Parking Lot.**

A. The City or its third party manager shall manage and operate all parking at the Al Lang Parking Lot during the Term. The City will retain all gross sales and profits from parking operations except for net profits related to parking for any Al Lang Event, which net profits shall be remitted by the City to Contractor subject to and in accordance with this Paragraph 41. For purposes of this Paragraph 41, an Al Lang Event is defined as a public event within the field area of the Facility occurring after 6 p.m. on weekdays or on weekends or holidays.

B. Contractor shall notify the City of each Al Lang Event no later than sixty (60) days prior to the event (or such shorter period of time agreed upon by the City). Subject to Paragraph 40, the City shall not enter into any agreement for use of the Al Lang Parking Lot during an Al Lang Event without the written approval of Contractor, which approval shall not be unreasonably withheld. In the event that the City desires to use the Al Lang Parking Lot on a date for which the City has not received notice of an Al Lang Event, the City will provide Contractor with notice of the date requested. No later than five (5) business days after receiving such request from the City, Contractor shall advise the City if such date will conflict with a tentative Al Lang Event that has not yet been scheduled. If Contractor advises that such date does not conflict with a tentative Al Lang Event, the City shall have reserved use of the Al Lang Parking Lot for such date and Contractor shall have no right to cancel the City's use of the Al Lang Parking Lot on such date. If Contractor advises that such date does conflict with a tentative Al Lang Event, the City and Contractor shall schedule a meeting to discuss the conflict.

C. At least one (1) week prior to any Al Lang Event, Contractor shall submit to the City a proposed Al Lang Event parking plan. Such parking plan shall include (at a minimum); (i) the requested amount of staffing; (ii) number of hours the Al Lang Parking Lot should be staffed; (iii) start and end times of the Al Lang Event; (iv) allocation of the parking areas by user (e.g., Contractor's staff, VIP, Rowdies' season ticket holders, and general public); and (v) proposed parking rates. No later than three
(3) business days after receiving Contractor's written request for approval of such proposed Al Lang Event parking plan, the City will provide a response either approving the plan, approving the plan subject to modifications or conditions, or rejecting the plan. Contractor may submit a proposed Al Lang Event parking plan to be used for a reoccurring Al Lang Event (i.e., Rowdies home games). Any approved Al Lang Event parking plan (whether approved as submitted or approved subject to modifications or conditions) shall be implemented by the City or its third party manager. Contractor agrees to cooperate with the City or its third party manager to address any issues related to an Al Lang Event parking plan that arise during an Al Lang Event (e.g., less space due to vehicles remaining in the Al Lang Parking Lot after 6 p.m. that are permitted pursuant to a monthly parking agreement). Within forty-five (45) days after an Al Lang Event, the City will remit to Contractor the net profit, if any, from parking pursuant to an Al Lang Event parking plan. Net profit shall be gross sales less any reasonable parking expenses directly associated with the Al Lang Event. Should there be a net loss from parking pursuant to an Al Lang Event parking plan, the City shall invoice Contractor for this amount. Contractor shall remit to the City the amount of the net loss within thirty (30) days of the invoice date. The City shall retain records for the parking expenses charged to Contractor pursuant to this Paragraph 41 (which records shall describe such expenses), permit Contractor access to such records, and provide Contractor with a list of such parking expenses along with the remitted net profit from parking pursuant to an Al Lang Event.

D. Subject to Paragraph 40, the City will provide Contractor up to twelve (12) reserved parking spaces in the Al Lang Parking Lot for Contractor's use at no cost to Contractor; provided, however, that the City shall have the right to immediate access and use of the Al Lang Parking Lot (with no guarantee of any reserved parking spaces) at any time upon verbal notice to Contractor.

E. If Contractor desires to use the Al Lang Parking Lot for any activity or purpose other than parking for an Al Lang Event pursuant to an Al Lang Event parking plan, Contractor shall obtain prior written approval from the City. If approved by the City, Contractor shall execute all documents required by the City or its third party manager and shall name the City and its third party manager as additional insureds on all required policies of insurance.

F. For purposes of this Paragraph 41, the City and Contractor may send written notices and written requests via email to the individuals designated by the City and Contractor for such purpose.

42. Capital Improvements.

A. Capital Improvements shall mean repairs, renewals, and replacements of the Facility buildings, structures, equipment or fixtures which have an expected useful life greater
than three (3) years. Capital Improvements include but are not limited to buildings; appurtenances (e.g., fences, roofs, walls and bleachers); heating, ventilation, air conditioning, mechanical, electrical and plumbing systems; elevators; irrigation; and field turf. All other improvements and repairs shall be considered operations and maintenance.

B. Contractor shall not make any Capital Improvements (including but not limited to Privately Funded Improvements as defined below) without, in each case, first obtaining the prior written approval of the City. All Capital Improvements (including but not limited to Privately Funded Improvements as defined below) shall immediately become the property of the City.

C. The City retains sole and absolute discretion on the allocation of City funding for Capital Improvements and the City shall have no obligation to fund any Capital Improvements. The City also retains the sole and absolute discretion to perform Capital Improvements. In the event the City and Contractor mutually agree that Contractor shall be responsible for accomplishing a City funded Capital Improvement, the City and Contractor shall execute a task order which shall include the terms and conditions related to the performance of the Capital Improvement. Subject to all required Approvals, each executed task order shall become part of this Agreement.

D. Contractor shall spend a minimum of one million five hundred thousand dollars ($1,500,000) of Contractor’s own monies to fund Capital Improvements during the first two (2) years of the Term (“Minimum Privately Funded Improvements”). Contractor may also contribute additional Contractor monies to fund Capital Improvements (“Additional Privately Funded Improvements,” and together with the Minimum Privately Funded Improvements, the “Privately Funded Improvements”). Notwithstanding any provision of this Agreement (including any appendix hereto), in no case shall Contractor be required to spend more than the Minimum Privately Funded Improvements on Capital Improvements at the Facility under the terms of this Agreement. The City shall have no obligation to compensate Contractor for any Privately Funded Improvements in the event of termination of this Agreement.

E. Should the Facility, in order to maintain safe and legal operations as determined by a qualified professional, require Capital Improvements beyond the Minimum Privately Funded Improvements (“Excess Needed Improvements”), Contractor shall notify the City of such circumstance and either Contractor or the City may (each in its sole and absolute discretion) agree to fund such Excess Needed Improvements. In the event neither the City nor Contractor agrees to fund the Excess Needed Improvements, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.
F. Without limiting the generality of the foregoing and notwithstanding anything to the contrary contained in this Agreement, Contractor acknowledges and agrees that (i) any person or entity that Contractor retains, contracts with or utilizes in connection with making Privately Funded Improvements shall be considered a subcontractor of Contractor under this Agreement; (ii) Contractor shall comply or cause its subcontractors to comply with all Laws applicable to the design and construction of the Privately Funded Improvements, including but not limited to Title II of the Americans with Disabilities Act, building codes and fire codes; and (iii) Contractor shall comply or cause its subcontractors to comply with Laws related to public buildings and public works (e.g., Section 255.05, Florida Statutes) in making the Privately Funded Improvements.

43. **Security.** Contractor shall be responsible for all security for the Facility and events held at the Facility.

44. **Access to Facility by Contractor.** The City shall maintain Contractor’s ingress and egress to and from the Facility uninterrupted at the level presently provided, except as otherwise set forth in this Agreement. The present level of ingress and egress recognizes the fact that there are at times temporary suspension of ingress and egress for construction projects or City co-sponsored or authorized special events, including but not limited to the Grand Prix Race Event, other racing events and the Saturday Morning Market. The number and duration of such interruptions shall be determined by the City in its sole and absolute discretion.

45. **Taxes.** Contractor shall pay all taxes associated with the use and operation of the Facility, including but not limited to ad valorem taxes, except for: (a) subject to Paragraph 45(c) below, the City shall pay that portion of the ad valorem taxes levied by the City on the land and structures constituting the Facility; (b) subject to Paragraph 45(c) below, the City shall pay that portion of the ad valorem taxes levied by Pinellas County on the building and structure constituting the Facility which represents the tax increment portion payable to the City of St. Petersburg Community Redevelopment Agency pursuant to Chapter 163, Florida Statutes, by virtue of the Intown Redevelopment Plan; and (c) notwithstanding Paragraph 45(a) or Paragraph 45(b) above, the City shall not pay taxes pursuant to Paragraph 45(a) or Paragraph 45(b) above for any portion of the Facility that is used for Contractor’s business operations (e.g., concessions). The Parties agree to cooperate in communicating with the Pinellas County Property Appraiser to minimize any increase in ad valorem taxes payable for the Facility.

46. **City’s Use of the Facility.** The City may reserve for its own use up to four (4) dates at the Facility each Fiscal Year for events and activities to be sponsored by the City (“City Use Dates”), not including the Grand Prix Race Event. These City Use Dates will be provided rent free to the City; provided, however, that the City shall reimburse Contractor for any direct out-of-pocket expenses incurred in connection with such City Use Dates (not including expenses already incurred by Contractor in connection with the daily operation of the
Facility, e.g. ordinary utilities). During each Fiscal Year, the City will provide notice of dates requested to Contractor and Contractor shall use its best efforts to schedule its use of the Facility so as to not interfere with the City’s requested dates. Once a City Use Date is reserved by Contractor, Contractor shall not cancel such City Use Date.

47. **Hazardous Materials.**

A. Contractor shall not transport, use, store, maintain, generate, manufacture, handle, dispose, release or discharge any Hazardous Material (as hereinafter defined) or permit any of Contractor’s employees, agents, representatives, contractors, subcontractors or volunteers to engage in such activities. However, the foregoing shall not prohibit the transportation to and from, and use, storage, maintenance and handling within the Facility of substances customarily used in the management and operation of the Facility, provided: (a) such substances shall be used and maintained only in such quantities as are reasonably necessary for the management and operation of the Facility, strictly in accordance with applicable Laws, highest prevailing standards, and the manufacturers’ instructions therefor; (b) such substances shall not be disposed of, released or discharged at the Facility, and shall be transported to and from the Facility in compliance with all applicable Laws; (c) if any applicable Laws or the City’s trash removal provider requires that any such substances be disposed of separately from ordinary trash, Contractor shall make arrangements at Contractor’s expense for such disposal directly with a qualified and licensed disposal company at a lawful disposal site; (d) any such substances shall be completely, properly and lawfully removed from the Facility upon termination of this Agreement; and (e) for purposes of removal and disposal of any such substances, Contractor shall be named as the owner and generator, obtain a waste generator identification number, and execute all permit applications, manifests, waste characterization documents and any other required forms. The term “Hazardous Material” shall mean any chemical, substance, material or waste or component thereof which is now or hereafter listed, defined or regulated as a hazardous or toxic chemical, substance, material or waste or component thereof by any federal, state or local governing or regulatory body having jurisdiction, or which would trigger any employee or community Right-to-Know® requirements adopted by any such body, or for which any such body has adopted any requirements for the preparation or distribution of a material safety data sheet (“MSDS”).

B. Contractor shall immediately notify the City of: (i) any enforcement, cleanup or other regulatory action taken or threatened by any governmental or regulatory authority with respect to the presence of any Hazardous Material at the Facility or the migration thereof from or to other property, (ii) any demands or claims made or threatened by any party relating to any loss or injury resulting from any Hazardous Material at the Facility, (iii) any release, discharge or improper or unlawful disposal or transportation of any Hazardous Material on or from the Facility or in violation of
this paragraph, and (iv) any matters where Contractor is required by applicable Laws to give a notice to any governmental or regulatory authority respecting any Hazardous Material at the Facility. At such times as the City may request, Contractor shall provide the City with a written list, certified to be true and complete, identifying any Hazardous Material then used, stored, or maintained upon the Facility, the use and approximate quantity of each such material, a copy of any MSDS issued by the manufacturer therefor, and such other information as the City may require or as may be required by applicable Laws.

C. If any Hazardous Material is released, discharged or disposed of by Contractor or its employees, agents, representatives, contractors, subcontractors or volunteers in violation of this paragraph, Contractor shall immediately, properly and in compliance with applicable Laws notify the proper authorities, notify the City, cleanup and remove the Hazardous Material from the Facility and any other affected property and clean or replace any affected personal property (whether or not owned by the City), at Contractor's expense (without limiting the City's other remedies therefor). Such cleanup and removal work shall be subject to the City's prior written approval (except in emergencies) and shall include, without limitation, any testing, investigation, preparation and implementation of any remedial action plan required by any court or governmental body having jurisdiction or required by the City. In the event the City elects in its sole discretion to have any testing, investigation and/or cleanup (including but not limited to preparation and implementation of a remedial action plan) performed by a City provider (or providers), Contractor shall cooperate with the provider(s) performing such testing, investigation and/or cleanup as directed by the provider(s) and the City, and if such testing or investigation shows that Contractor has violated this paragraph, Contractor shall promptly pay the provider(s) the total amount charged by the provider(s) in connection with the testing, investigation and cleanup. Nothing contained in this paragraph shall limit or otherwise affect Contractor's indemnity obligations set forth in this Agreement.

48. Use Agreements.

A. All use agreements shall be entered into between Contractor (in its own name) and the user.

B. Contractor shall be responsible for negotiating the terms and conditions of all use agreements, provided that such terms and conditions are consistent with this Agreement, and further provided that Contractor shall ensure that all use agreements require the user to (i) name the Indemnified Parties as additional insured on all insurance required to be obtained by user pursuant to the use agreement, and (ii) defend and indemnify the Indemnified Parties against any and all claims related to user's use of the Facility.
C. All use agreements for publicly ticketed events shall contain a provision requiring the user to provide ten (10) tickets to the City for the event, at no cost to the City, for the promotion and development of the City, but not for resale. In addition, Contractor shall provide the City ten (10) tickets to all Rowdies home games, including any playoff games played at the Facility, at no cost to the City, for the promotion and development of the City, but not for resale. The City will inform Contractor if the City requires less than ten (10) tickets for an event.

49. **No Right to Pledge, Encumber or Cause the City to Assume Liability.** Contractor shall have no right or authority to pledge or encumber the credit of the City. Contractor shall have no right or authority to cause the City to assume liability for any contract, lease, purchase or other agreement without Approval.

50. **Non-Disparagement.** No Covered Person shall disparage (i) the condition of the Facility (not including statements made in connection with Privately Funded Improvements), or (ii) any Applicable Final City Decision. For purposes of this paragraph, "disparage" means to make any negative statement, whether orally or in written or electronic form. For purposes of this paragraph, "Covered Person" means Contractor or any member, manager, or officer of Contractor. For purposes of this paragraph, "Applicable Final City Decision" means that portion of the City's Waterfront Master Plan adopted by City Council after the Execution Date that relates to the Facility. Notwithstanding the foregoing, internal business discussions among Covered Persons, communications made by Covered Persons to the City related to Paragraph 42.E., and statements required to be made pursuant to legal process (e.g., pursuant to court order or subpoena), shall not constitute a violation of this paragraph.

51. **Public Records.**

A. Contractor shall (i) keep and maintain public records (as defined in Florida's Public Records law) that ordinarily and necessarily would be required by the City in order to perform the services pursuant to this Agreement; (ii) subject to subparagraph B. below, provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided under Florida's Public Records law; (iii) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable Laws; and (iv) meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of Contractor within ten (10) days following the expiration or earlier termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All public records stored electronically by Contractor shall be provided to the City in a format approved by the City.
B. Contractor shall immediately notify the City Clerk in writing after receiving a public records request. Contractor shall obtain written approval from the City Clerk prior to releasing or disclosing public records and shall comply with instructions of the City Clerk and all City policies and procedures regarding public records.

C. Nothing contained herein shall be construed to affect or limit Contractor’s obligations including but not limited to Contractor’s obligations to comply with all other applicable Laws and to maintain books and records pursuant to this Agreement.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their duly authorized representatives on the day and date first above written.

BIG 3 ENTERTAINMENT, LLC:

By: [Signature]
Print: William Edward
Title: Manager

CITY OF ST. PETERSBURG, FLORIDA

By: [Signature]
Print: Gary L. Capucilli
Title: City Administrator

ATTEST:

City Clerk (Designee)

Provisions of Contract Approved:

By: [Signature]
Print: Joseph Zauel
Project Manager
00204329

Approved as to Form and Content:

City Attorney (Designee)

[Seal]
(Acknowledgment of Contractor)

State of Florida
County of Pinellas
City of St. Petersburg

The foregoing Agreement was acknowledged before me this 2nd day of October, 2014, by William Edwards, Manager (Name and Title) of Big 3 Entertainment, LLC ("Company"), on behalf of the Company. She is personally known to me or has produced as identification and appeared before me at the time of notarization.

William Edwards warrants that he/she is authorized by the Company to execute the foregoing Agreement.

NOTARY PUBLIC:

Natalia Rutherford

My commission expires: 5/7/18
Appendix A
Scope of Services
Al Lang Stadium

Contractor shall provide all labor, supervision, training, materials, and equipment required to manage, maintain and operate the Facility.

Contractor’s operational costs shall include, but are not limited to: utilities (e.g. electricity, water, phone, sewer, and garbage services), grounds maintenance services, custodial services, elevator maintenance and repairs, and heating and cooling (HVAC) system maintenance and repairs.

The Scope of Services includes the requirements set forth in the following attachments to this Appendix A:

Attachment 1 – Field Maintenance
Attachment 2 – Building & Facilities Maintenance
Attachment 3 – Custodial Services Specifications

Attachment 1, Attachment 2, and Attachment 3 are attached to this Appendix A and made a part hereof.
Attachment 1
Field Maintenance

Subject to Paragraph 42 of the Agreement, Contractor shall maintain the playing field in a manner that is acceptable for the conduct of North American Soccer League soccer games.

a. Field surface is currently Celebration Bermudagrass Turf.

b. Field will be cut with acceptable mowing equipment. Blades will be sharpened and back lapped as needed.

c. Field shall be mowed to proper height based upon industry standards for Celebration Bermudagrass.

d. Irrigation systems will be inspected weekly. Emergency repairs will be done immediately.

e. Field will be aerified twice per year (or more). The "Verti-Drain System" (deep-tine aerification) will be done at least once per year.

f. Field will be verti-cut once per year.

g. Chemical application on all facilities will consist of fertilizer, herbicide, insecticide, and fungicide application. This type of program is essential to the success of healthy turf grass.

h. All protective padding will be repaired or replaced as needed.

i. Dug-outs will be cleaned of all debris and swept or washed after each use.

j. Any damage to chain link fences will be repaired as needed to prevent injury to players and spectators.

k. Bleachers and field benches will be inspected monthly with repairs being done as needed.
Attachment 2
Building & Facility Maintenance

Subject to Paragraph 42 of the Agreement, Contractor shall maintain and repair the Facility per the minimum specifications below.

a. HVAC maintenance requires a monthly inspection with any necessary repairs being done as needed. Replacement of items such as chillers, fans, switches, compressors, etc. will be done as needed. An annual inspection should be done in an attempt to budget in advance for requested Capital Improvements.

b. The field lighting system (if applicable) shall be inspected each year. Items to be checked include wiring, disconnects, contactors, circuit breakers, ballasts and bulb replacement, etc. Periodic checks throughout the year are required and repairs are to be done as needed. Lighting levels should be maintained at no less than 50 footcandle in the outfield and 70 footcandle in the infield.

c. Elevator will be Inspected annually and will be repaired as needed during the year. An emergency telephone system will be operational at all times.

d. A monthly inspection of all lighting within the Facility as well as the surrounding grounds will be conducted.

e. All plumbing will be maintained in proper working order. An annual inspection will be done and all necessary repairs will be completed.

f. The scoreboard will be inspected each year. All necessary repairs will be completed, all bulbs and bad modules will be replaced. Scoreboard repairs will be required throughout the year. Response time must be within two days for making necessary repairs.

g. Public address ("P.A.") System will be inspected annually and be monitored throughout the year with any necessary repairs being done as needed.

h. All appliances, furniture, small equipment, shall be repaired and/or replaced as needed.

i. All operational equipment will be maintained and inspected monthly. A preventative maintenance program will include proper lubrication, oil changes, filter changes, cleaning, sharpening, etc. Equipment will be Inspected prior to each use.

j. The fire alarm system (if applicable) will be inspected annually and repairs completed as required. All fire extinguishers will be inspected and serviced annually.

k. Fencing at Facility will be inspected annually and repairs will be done as needed.
Attachment 3
Custodial Services

Subject to Paragraph 42 of the Agreement, Contractor shall maintain the Facility in such a way as to provide a clean, healthy environment per the minimum specifications below.

a. All restrooms/locker rooms will be cleaned daily when the Facility is in use. Cleaning will include, but is not limited to, removal of litter, emptying trash cans, sweeping/vacuuming and mopping of floors, scrubbing, deodorizing and sanitizing all urinals, toilets, sinks and showers, cleaning of mirrors, replace toilet paper, soap and paper towels, etc.

b. The public access areas in the Facility shall be kept free of debris and litter and floors shall be scrubbed daily when Facility is in use.

c. Grand-stand and bleacher seating areas shall be cleaned immediately after use. All litter will be placed in a designated disposal site. Stands will be blown free of all debris after each usage and washed when deemed necessary.

d. All stands shall be inspected monthly to ensure seats are secure and in proper working order.

e. All offices will be cleaned daily. Cleaning will include emptying of trash, vacuuming of floors, dusting of shelves and desks, and other custodial services.

f. Facility will be painted on an as needed basis. An inspection will be done annually to determine needs. Touch-up painting will be done throughout the year as required.

g. During activities, staff will remove litter, empty trash cans, clean up spills as required, monitor restrooms and replace supplies as needed.

h. Inspect expansion joints within the Facility annually and initiate repair requests as needed.

i. Perform any and all other duties required to properly maintain the Facility.
Appendix B

The Facility:

Al Lang Stadium
180 2\textsuperscript{nd} Avenue S.E.
St. Petersburg, FL 33701
Al Lang Stadium
FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT ("First Amendment") is made and entered into on this 3\textsuperscript{rd} day of November, 2016 by and between the City of St. Petersburg, Florida, a municipal corporation ("City") and Big 3 Entertainment, LLC, a Florida limited liability company ("Manager") (collectively, "Parties").

WHEREAS, the City and Manager entered into an agreement on October 2, 2014 ("Agreement"), for Manager to manage and operation of Al Lang Stadium; and

WHEREAS, the Parties desire to amend the Agreement to extend the term, modify the permitted uses, and make changes to the termination and public records paragraphs; and

WHEREAS, Manager has agreed to the terms and conditions set forth in the First Amendment.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. Paragraph 2 of the Agreement is amended as follows:

   \textbf{Term.} The initial term of this Agreement commenced on October 3, 2014, and was scheduled to terminate on November 30, 2018. On November 3, 2016, City Council agreed to extend the term so that this Agreement shall now terminate on November 30, 2020, unless this Agreement is earlier terminated pursuant to this Agreement or further extended upon mutual written agreement of the Parties. Any extension is subject to the length of the term limitations of the City Charter. References in this Agreement to "Term" shall include the initial term and all extensions thereof.

2. Paragraph 7.A. of the Agreement is amended as follows:

   A. The Facility shall be occupied, maintained, and used by Contractor for the primary purpose of providing the home field for the Tampa Bay Rowdies ("Rowdies"), a professional soccer team, and for other sports, leagues, teams, tournaments, camps, clinics, lessons, practices, games, strength and conditioning, rehabilitation and training, sports related retail sales, and schools for umpires, coaches, players and agronomy.

3. Paragraph 15.C. of the Agreement is amended as follows:

   C. The City may terminate this Agreement upon written notice to Contractor in the event the Rowdies are no longer a member of the North American Soccer League, United Soccer League or Major League Soccer, or if the Rowdies voluntarily relocate any home game from the Facility without the
City’s prior written approval, unless such relocation is temporary and due to circumstances beyond the control of Contractor or the Rowdies.

4. Paragraph 51. of the Agreement is amended as follows:

Public Records.

A. Contractor shall (i) keep and maintain public records (as defined in Florida’s Public Records law) required by the City to perform the services pursuant to this Agreement; (ii) upon request from the City Clerk’s Office, provide the City (at no cost to the City) with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida’s Public Records law or other applicable Laws; (iii) ensure that public records in Contractor’s possession that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable Laws for the Term and after the expiration or earlier termination of this Agreement; and (iv) after the expiration or earlier termination of this Agreement, at the City’s request, either transfer, at no cost, to the City all public records in Contractor’s possession within ten (10) days following the City’s request and/or keep and maintain any public records required by the City to perform the services pursuant to this Agreement. If Contractor transfers all public records to the City upon the expiration or earlier termination of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon the expiration or earlier termination of this Agreement, Contractor shall meet all applicable requirements for retaining public records in accordance with this Agreement and all applicable Laws. At the City’s request, all public records stored electronically by Contractor shall be provided to the City in a format approved by the City.

B. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK’S OFFICE (THE CUSTODIAN OF PUBLIC RECORDS) AT (727) 893-7448, CITY.CLERK@STPETE.ORG, OR 175 FIFTH ST. N., ST. PETERSBURG FL 33701.

C. Nothing contained herein shall be construed to affect or limit Contractor’s obligations including but not limited to Contractor’s obligations to comply
with all other applicable Laws and to maintain books and records pursuant to this Agreement.

5. Any and all provisions of the Agreement not specifically amended by this First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this First Amendment made the day and year first above written.

CITY OF ST. PETERSBURG, FLORIDA:

By: [Signature]

Print: Gary G. Conwen

Title: City Administrator

ATTEST:

[Signature]

City Clerk

BIG 3 ENTERTAINMENT, LLC:

By: [Signature]

William Edwards

(Please Print or Type Name)

Manager

WITNESSES (for Manager)

By: [Signature]

Print: Wes Bailey

By: [Signature]

Print: David Hauser

Provisions of Contract Approved:

[Signature]

Project Manager

Approved as to Form and Content:

[Signature]

City Attorney (Designee)
(Acknowledgment of Manager)

State of Florida
County of Pinellas ss:
City of St. Petersburg

The foregoing First Amendment was acknowledged before me this 31st day of October, 2016, by
William Edwards, Manager

(Name and Title)

of Big 3 Entertainment, LLC, a Florida limited liability company. He/she is
personally known to me or has produced ___________________________ as identification
(type of identification)

and ___________________ take an oath; and appeared before me at the time of notarization.
(did / did not)
William Edwards
(Name)

warrants that he/she is authorized by Big 3 Entertainment, LLC
to execute the foregoing First Amendment.

NOTARY PUBLIC:
Sign: Christopher Alan Blocker
Print: Christopher Alan Blocker

SEAL

[Seal Image]

Christopher Alan Blocker
Commission # FF 975400
My Commission Expires
March 24, 2020