



## RESOLUTION # 2024-10

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF WEST MIAMI, FLORIDA; RELATING TO GRANTS; RETROACTIVELY APPROVING AND ACCEPTING TO JANUARY 12, 2024 THE UNITED STATES SOCCER FOUNDATION, INC.'S MINI PITCH PROGRAM DONATION GRANT AGREEMENT# FY24-737 IN THE AMOUNT OF TWO-HUNDRED THOUSAND (\$200,000) DOLLARS FOR THE INSTALLATION OF TWO "MINI PITCH" SOCCER PARKS AT THE WEST MIAMI RECREATION CENTER PARK; AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT AGREEMENT BETWEEN THE CITY OF WEST MIAMI AND THE U.S. SOCCER FOUNDATION, INC.; APPROVING THE CITY MANAGER TO INSTALL A CONCRETE SURFACE FOR THE INSTALLATION OF SAID "MINI-PITCH" SOCCER PARKS FOR A CITY COST SHARE OF SEVENTY-THREE THOUSAND (\$73,000) DOLLARS, AUTHORIZING THE CITY MANAGER TO ENTER INTO CONTRACT WITH DIVISION III GROUP CORP. FOR CONCRETE SURFACE INSTALLATION; AND OTHER GRANT RELATED DOCUMENTS AND REQUIREMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City was successful in securing Two Hundred Thousand Dollars (\$200,000) in funding through the U.S. Soccer Foundation's Mini-Pitch Soccer Park Program; and

**WHEREAS**, the City is required to prepare a concrete surface, as it's cost share of Seventy-Three Thousand (\$73,000) Dollars, to build the double mini-pitch soccer parks at the Recreation Center Park; and

**WHEREAS**, Staff secured 3 quotes and Division III Group Corp. was selected as the most experienced with concrete work for this project; and

**WHEREAS**, the grant required a quick preparation of the site in order for the City to participate and traditional procurement process is being bypassed to meet grant timeline; and

**WHEREAS**, the project was brought before the Parks & Recreation Advisory Board at the November 15, 2023 meeting where staff was directed to move forward; and

**WHEREAS**, the Agreement #FY24-737 was received with an immediate date of city execution to ensure the project would move forward; and

**WHEREAS**, the City Manager signed the agreement, on January 12, 2024 to meet the deadline and the City received the fully executed document here to enclosed as "ATTACHMENT A".

**NOW, THEREFORE BE IT RESOLVED** by the City Commission of the City of West Miami as follows:

**THE ABOVE WHEREAS' ARE ADOPTED HEREIN AS PART OF THIS RESOLUTION.**

Section 1: The City Commission here by retroactively approves and accepts Agreement No. FY24-737 with the U.S. Soccer Foundation, hereby enclosed as "ATTACHMENT A."

Section 2: The City Commission hereby authorizes the City Manager to sign the grant amendment, develop the concrete space for installation and other related documents.

Section 3: The resolution shall take effect immediately upon adoption.

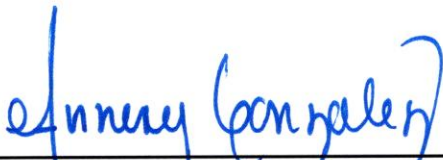
**PASSED** and **ADOPTED** this 28<sup>th</sup> day of February, 2024

APPROVED:



ERIC DIAZ-PADRON, MAYOR

ATTEST:



ANNERY GONZALEZ, MMC  
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



JOSE A. VILLALOBOS, CITY ATTORNEY

**ROLL CALL:**

This Resolution was offered by Commissioner Suarez, who moved its adoption. The motion was seconded by Commissioner Chavez, Jr. The vote was as follows:

|  |                 |
|--|-----------------|
| <b>MAYOR ERIC DIAZ-PADRON</b>            | <b><u>Y</u></b> |
| <b>VICE -MAYOR JUAN M. BLANES</b>        | <b><u>Y</u></b> |
| <b>COMMISSIONER IVAN CHAVEZ, JR.</b>     | <b><u>Y</u></b> |
| <b>COMMISSIONER NATALIE MILIAN ORBIS</b> | <b><u>Y</u></b> |
| <b>COMMISSIONER LUCIANO L. SUAREZ</b>    | <b><u>Y</u></b> |

**MINI PITCH PROGRAM**  
**DONATION AGREEMENT – FISCAL YEAR 2024**

Pursuant to this Mini Pitch Program Grant Agreement (“Agreement”), dated as of the 28<sup>th</sup> of December 2023 (“Effective Date”), the United States Soccer Foundation, Inc. (“Foundation”) agrees to award the Grant (as defined below) to the **City of West Miami**, (“Grantee”) **FY24-737**, and Grantee accepts such Grant, in accordance with the terms and conditions set forth herein. Foundation and Grantee are referred to herein from time to time individually as a “party” and collectively as the “parties”.

**1. Foundation:**                   **U.S. Soccer Foundation**  
Attn: Operations Department  
1140 Connecticut Ave. NW, Suite 1200  
Washington, DC 20036

**Grantee:**                           **City of West Miami**  
Attn: Jenny Polynice-Hall  
901 SW 62nd Ave  
West Miami, FL 33144

**2. Grant:** Foundation recently received a grant from a benefactor (“Benefactor”) in support of the Mini Pitch (as defined below). In accordance with Benefactor’s intentions, Foundation shall award to Grantee two acrylic mini pitch surfaces with goal installation (“Mini Pitch”), supplied by Musco Sports Lighting (“Vendor”), which shall be valued by Foundation, in its sole and absolute discretion, in an amount up to **\$200,000** (collectively, “Grant”).

**3. Acrylic Mini Pitch:** Consistent with Foundation’s interests in promoting youth soccer, particularly within vulnerable communities, this Grant will provide the Mini Pitch at the **two existing single tennis courts on northern section of City of West Miami Recreation Center** (the “Grant Project”).

**4. Execution of this Agreement:** Grantee must return an executed copy of this Agreement to Foundation by the **18<sup>th</sup> of January 2024**.

**5. Grantee Covenants:** In order to induce Foundation to enter into this Agreement, and to award the aforementioned Grant, Grantee covenants as follows:

- (a) Foundation will be granted usage of the Mini Pitch for one (1) day per year over the first five (5) years following its completion, including, without limitation, for Special Events (as defined below) that are organized by Foundation. Foundation will make best efforts to schedule such usage for dates and times mutually agreed upon with the Grantee, and Grantee will not unreasonably withhold play space time for such usage. For purposes of this Agreement, “Special Events” shall be defined as tournaments, clinics, events, training sessions, media functions and any other similar event Foundation so determines.
- (b) Grantee will fund and install anew concrete pad at agreed upon location to support the installation of the Mini Pitch. Such work will follow specifications provided by the Foundation and shall be fully completed no later than March 31, 2024 or the Foundation has the unilateral right to rescind this Agreement.
- (b) In preparation for the Mini Pitch installation, Grantee will provide necessary access for Foundation’s Vendor, which includes, but is not limited to: identification and communication of underground utilities or other access issues related to the Vendor’s ability to access the Mini Pitch location via forklift, temporary removal of chain link fencing, and providing access for freight truck delivery. Additionally, Grantee will complete electrical work to provide power to the Mini

Pitch within 3 months of the installation completion, if not completed prior to the installation start date.

Should Grantee fail to provide such access and information, especially as it relates to underground utilities, Foundation and Vendor shall not be responsible for damage caused by Vendor due to lack of such information.

- (c) Upon completion, the Mini Pitch will be maintained in accordance with Vendor's recommendations for user safety. Grantee acknowledges and agrees that it will be responsible for the maintenance, repair and safety of the Mini Pitch following its completion, and Grantee agrees that neither Foundation, Benefactor, nor Benefactor's agents, employees, heirs, executors, insurers, lawyers, successors or assigns shall have any such responsibility. Moreover, nothing contained herein shall be construed to give Benefactor any control over the Mini Pitch or any portion of property maintained by Grantee.
- (d) Grantee presently owns, or is currently tenant to an appropriate long-term lease of, the property on which the Mini Pitch will be installed. An appropriate long-term lease shall mean a lease of at least ten (10) years in length following the Effective Date.
- (e) Prior to commencing installation of the Mini Pitch, Grantee will obtain, or shall assist (where necessary) in obtaining, all permits, authorizations and consents from third parties, including governmental entities, necessary for the installation of the Mini Pitch.

6. **Programmatic Use of Mini Pitch:** Grantee shall provide scheduling priority on the Mini Pitch to Foundation for its *Just Ball* soccer program, a component of the Foundation's Miami Soccer Initiative. Grantee will coordinate with Foundation and its programmatic partners on scheduling for the *Just Ball* program on the Mini Pitch. *Just Ball* programming will be housed on the Mini Pitch for as long as Foundation offers such programming or until the expiration of the useful life of the Mini Pitch.

7. **Facts and Representations True and Correct:** Grantee hereby affirms the representations made in its conversations and communications with Foundation are true and correct and that Foundation may rely upon the truth and correctness of the representations made in all conversations and communications regarding this Grant Project, without further independent investigation. Grantee further affirms that it has not omitted any material facts, the knowledge of which would adversely impact the awarding of the Grant to Grantee. Grantee avows that no adverse events have occurred since the latest communication which have materially and adversely altered the truth or reliability of the Grant Project, including the tax status of Grantee and the Grantee's ability to allow successful completion of the Grant Project. Grantee agrees to immediately inform Foundation within five (5) business days of any material change, in Grantee or the Grant Project, which might affect any terms of this Agreement.

8. **Grantee Books and Records:** Grantee agrees to maintain sufficient operating and financial books, records and related documentation regarding the activities of Grantee and other evidence sufficient for Foundation and Benefactor to satisfy their respective fiduciary, public and governmental responsibilities and duties. Foundation and Benefactor shall each have reasonable access to the books and records of Grantee for inspection purposes and shall be entitled to copies of same, as they relate to the Grant Project.

9. **Grantee Reports:**

- (a) **Impact Reports:** Following completion of the Mini Pitch, Grantee shall provide to Foundation and Benefactor a report describing the impact of the Mini Pitch (each an "Impact Report"). Each Impact Report shall be submitted to Foundation and Benefactor annually, for five (5) years after completion of the Mini Pitch and shall include photographs of the Mini Pitch in use by youth

soccer players and provide information on play space usage rates, stories of impact on the community, and any other information reasonably requested from time to time by Foundation and/or Benefactor, as the case may be.

- (b) **Site Visits:** Grantee will use its best efforts to accommodate any representative of Foundation or Benefactor who requests to conduct a site visit, at the sole cost of Foundation or Benefactor, respectively, for the purposes of collecting information about the Grant's impact. For the avoidance of doubt, any site visit conducted by Benefactor or Benefactor's representative shall be at the sole cost of Benefactor.
- (c) **Photographs/Videos/Stories/Testimonials:** In addition to submitting digital photographs, videos, stories and testimonials relating to the Grant Project in each Impact Report, the Grantee shall submit the same to Foundation and Benefactor upon request from time to time by Foundation or Benefactor, respectively, including before and after photographs, both in daytime and at night, of the Mini Pitch site area.

#### **10. Publicity Material and Recognition:**

- (a) Grantee, upon advance written approval by Foundation and Benefactor, shall recognize Foundation and Benefactor and acknowledge the Grant in Grantee's written materials, news releases, website and related marketing and publicity.
- (b) Foundation, Benefactor and Benefactor's agents, employees, successors and assigns shall have the right to publicize, show photographs of, and use the name of the Mini Pitch and otherwise promote its contributions in any and all media, including the Internet.
- (c) Grantee agrees to fully assist and cooperate in a mutually acceptable dedication event, should Foundation and/or Benefactor request such, which may include appearances of athletes affiliated with Foundation, Benefactor and/or Benefactor's agents, employees, successors and assigns.

#### **11. Logo/Content Use.**

- (a) **Logo.** Grantee hereby grants to Foundation, Benefactor and their respective successors, assignees and licensees the right, but not the obligation, free of charge, to use Grantee's name/trademark and logo (the "Logo") exclusively in the context of publicizing, exhibiting and spotlighting the Grant, the Mini Pitch and/or Benefactor's charitable giving, including on the internet via social media accounts and websites exclusively controlled by Foundation, Benefactor or their respective representatives or affiliates (the "Purpose").
- (b) **Content.** From time to time, Foundation or Benefactor may wish to use on an as-needed basis certain content of Grantee, including but not limited to photographs, drawings, videos, reports, graphics, and other works of authorship (the "Content") exclusively for the Purpose. Grantee hereby grants to Foundation and Benefactor and their respective representatives and affiliates an exclusive, fully-paid, royalty-free, irrevocable, transferable and sublicensable, license to use, copy, distribute, display, publish, publicly perform, and make derivative works of the Content for the Purpose, in any and all mediums now known or hereafter developed, including on the internet via social media accounts and websites exclusively controlled by Foundation, Benefactor or their respective representatives or affiliates.
- (c) **No Third-Party Consent.** Grantee represents that it has the right and authority to grant the rights set forth in this section 10 with respect to the Logo and the Content without the necessity of obtaining the consent of any third party.

- (d) **No Right, Title or Interest.** Foundation and Benefactor agree that as between them and Grantee, the Logo, the Content and all intellectual property rights therein (collectively, the “IP”), is and will remain Grantee’s exclusive property. Foundation and Benefactor further understand that they have not obtained any right, title or interest in the IP, other than the right to use the Logo and the Content in accordance with this Agreement.
- (e) **Indemnification.** Grantee shall fully indemnify, defend and hold Foundation, Benefactor and their respective agents, employees, heirs, executors, insurers, lawyers, successors, assignees and licensees harmless from and against any and all claims that Foundation, Benefactor’s or their respective licensees’, representatives’ or affiliates’ use of the Logo or the Content as authorized herein violates the intellectual property rights or rights of publicity of any third party.

12. **Awareness Opportunities:** Grantee grants to Foundation the right to permanently place the following on the surface of and the area surrounding the Mini Pitch (hereinafter referred to individually as a “Mark” and collectively as the “Marks”): (i) Foundation’s trademark, trade name or any design/logo owned or controlled by Foundation, (ii) Benefactor’s name, trademark, trade name or any design/logo owned or controlled by Benefactor; and (iii) the name, trademark, trade name or any design/logo owned or controlled by Foundation’s funding partners besides Benefactor. Unless Foundation chooses to forego the right, standard Marks will be included during installation of the Mini Pitch, per the rendering found in Attachment A. Foundation may change its Marks at any time in its sole discretion and at its sole cost. Each Mark will remain on the surface of the Mini Pitch for as long as the Mini Pitch is operational, unless removed by Foundation or unless Foundation otherwise gives its written consent to the removal of such Mark.

Additionally, Grantee will allow Foundation to install signs/banners on the premises on which the Mini Pitch is installed, per the rendering found in Attachment A, in order to promote and recognize Foundation, Benefactor and/or other funders for their contributions to the Mini Pitch.

Grantee acknowledges and agrees that for so long as the Mini Pitch exists, Grantee shall maintain, repair and renovate any surface or signage bearing a Mark at Grantee’s sole expense, all in conformance with Foundation’s standards for maintaining such signage.

13. **Grant Not Assignable:** Grant is intended solely for the benefit of Grantee. No benefit of the Grant may be delegated, assigned or otherwise transferred without the advance, written consent of Foundation, which consent shall be in the sole and absolute discretion of Foundation.

14. **Proper Authority:** Each of the parties and its officers represent and warrant that they are authorized to enter into this Agreement and execute the same without further authority.

15. **Absence of Warranties:** NEITHER FOUNDATION NOR BENEFACTOR MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE RELATING TO THE MINI PITCH OR ANY COMPONENT PART THEREOF, OR ANY OTHER ENTITIES AND THEIR ASSOCIATED SERVICES. IN NO EVENT WILL FOUNDATION, BENEFACTOR, OR BENEFACTOR’S AGENTS, EMPLOYEES, HEIRS, EXECUTORS, INSURERS, LAWYERS, SUCCESSORS AND ASSIGNS BE LIABLE FOR ANY DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, LOST PROFITS, OR OTHER CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT OR PERFORMANCE OF THE OBLIGATIONS HEREUNDER.

16. **Assumption of Risk:** Grantee hereby agrees to assume all risks and liabilities associated with the use, operation, maintenance, safety and condition of the Mini Pitch.

17. **Responsibility; Indemnification and Waiver:**

- (a) **Responsibility.** Grantee agrees that it will assume all responsibility (and Foundation and Benefactor shall have no responsibility) for the operation, security, maintenance and repair of the Mini Pitch upon installation under the same standards of care applicable to Grantee's other facilities to ensure that the Mini Pitch will serve its intended purpose. Notwithstanding anything herein to the contrary and for the avoidance of doubt, Grantee agrees that neither Foundation nor Benefactor, nor any agent, employee, heir, executor, insurer, lawyer, successor, or assign of either Foundation or Benefactor (individually, each an "Indemnified Party" or collectively "Indemnified Parties") shall have any responsibility for the location, use, design, maintenance or security of the Mini Pitch or any portion of property owned by Grantee. Moreover, nothing herein contained shall be construed to give any Indemnified Party any control over any Mini Pitch or any portion of property maintained by Grantee at the Mini-Pitch location.
- (b) **Indemnification.** Grantee agrees that no Indemnified Party shall have any authority, discretion, responsibility or liability for any Mini Pitch or any portion of property maintained by Grantee at the Mini-Pitch location except as expressly provided in this Agreement. Grantee further agrees that no Indemnified Party shall be responsible for the payment of any federal, state and local taxes, if and as applicable, associated with the Mini Pitch or the Grant. Nothing herein contained shall be construed to give an Indemnified Party any property interest in the Mini Pitch or any portion of property owned by Grantee on which the Mini Pitch is located. Grantee agrees (i) all of Grantee's activities will be at Grantee's own risk and liability, (ii) Grantee shall not be entitled to insurance or any other protection from any Indemnified Party, (iii) Grantee will have no authority, and will not represent to any person that it has any authority, to bind any Indemnified Party to any agreement with any third party, or to otherwise commit an Indemnified Party to any proposal, and (iv) in no event shall Benefactor or Benefactor's agent, employee, heir, executor, insurer, lawyer, successor, or assign at any time be construed as an expert in, knowledgeable about, or engaged in the business of installing the Mini Pitch or projects like the Mini Pitch. Notwithstanding anything herein to the contrary, Grantee agrees that the Indemnified Parties shall not be solely, jointly or otherwise liable in any capacity under any circumstances related to the Mini Pitch and Grantee shall fully indemnify, defend and hold the Indemnified Parties harmless: (A) for the payment of all federal, state and local taxes, if and as applicable, associated with the Mini Pitch; and (B) from and against any and all claims of any nature arising from or relating to the Grant, the Grant Project or the use of any Mini Pitch in any way at any time, before or after the installment of the Mini Pitch (including but not limited to any personal injury, property damage, activity, work or things done, or permitted by Grantee or its agents) or arising from or related to any acts or omissions, intentional or otherwise, of Grantee or any of Grantee's agents (individually, each a "Claim" and collectively "Claims").
- (c) **Defense and Waiver.** In the event that any action or proceeding is brought against any Indemnified Party, by reason of any Claim, Grantee shall defend the same at Grantee's sole expense by counsel satisfactory to and approved by such Indemnified Party. Grantee, as a material part of this Agreement, hereby assumes all risk of damage to property or injury to persons, or anything else that could give rise to liability, in, on or about the Mini Pitch or related to the use, safety or maintenance of the Mini Pitch, arising from any cause attributable to or directed against any Indemnified Party and Grantee hereby waives all claims in respect thereof against any Indemnified Party.



- (d) **Compliance.** Grantee represents to Foundation and Benefactor that the Mini Pitch does not and shall not violate any applicable law, regulation, ordinance, lease, or otherwise violate the rights of any person or entity.
- (e) **Survival.** The provisions in the preceding subsections of this section 16 shall survive the expiration or termination of this Agreement.

**18. Insurance Requirements:** At all times while the Mini Pitch is in place, Grantee shall provide and maintain, at its sole expense, insurance, or appropriate self-insurance listed below, which shall protect Grantee and each Indemnified Party on a primary basis from any and all Claims.

- (f) **Commercial.** Commercial general liability insurance with limits not less than \$1,000,000 for each occurrence and \$2,000,000 in the aggregate. Such insurance shall include coverage for contractual liability, premises liability, products-completed operations, personal and advertising injury, property damage and bodily injury liability (including death). Said policy shall be endorsed to name each Indemnified Party as Additional Insureds.
- (g) **Automobile.** Automobile liability insurance covering liability arising out of the Grantee's use, operation and/or maintenance of any auto (including trucks and other construction vehicles), with limits not less than \$1,000,000 for each accident combined single limit for bodily injury and property damage.
- (h) **Workers' Compensation.** Workers' compensation insurance covering employees of Grantee involved with the use and maintenance of the Mini Pitch, with limits as required by statutory law, including Employer's Liability coverage with limits not less than \$1,000,000 for each accident, \$1,000,000 disease-each employee and \$1,000,000 disease-policy limit.
- (i) **Umbrella/Excess Liability.** Umbrella and/or excess liability insurance with limits not less than \$2,000,000, which shall apply in the event that a Claim exceeds the Commercial General Liability, Automobile Liability and Employer's Liability policy limits.
- (j) **Participant Accident.** Participant accident insurance covering all participants and other individuals using the Mini Pitch with limits not less than \$5,000 per participant for Accident Medical coverage and \$1,000 per participant for AD&D coverage.

All such insurance required above shall be (1) considered primary with respect to all Claims; and (2) shall be written by insurance companies that are licensed to do business in the state in which the Mini Pitch is located. Grantee shall not allow any of the required policies to be materially changed, reduced or cancelled unless Grantee provides thirty (30) days prior written notice thereof to Foundation.

Upon execution of this Agreement, Grantee shall provide Foundation with a certificate of insurance confirming that the appropriate insurance is in place and that the policies have been properly endorsed to meet the insurance requirements as set forth above.

**19. Participant Waiver and Release Forms:** To the extent that Grantee requires participants in its programs or others who use the Mini Pitch to sign waiver and release forms, Grantee shall include the Indemnified Parties as released parties in such forms. Grantee shall further maintain prominent and visible signage near the entrance of the Mini-Pitch providing that by using the Mini Pitch, all users of the Mini Pitch fully waive and release any claim they would otherwise have against Grantee and the Indemnified Parties arising from such use.

20. **Use of Mark:** Notwithstanding anything in this Agreement to the contrary, in the event Grantee desires to use a Mark owned or controlled by Foundation or Benefactor in a manner consistent with this Agreement, Grantee shall first submit a sample of the concept of the proposed use to Foundation or Benefactor, respectively, for prior written approval, which approval may be withheld in the sole discretion of Foundation or Benefactor, as the case may be. Any such use by Grantee shall create no rights for Grantee in or to the Mark. Each Mark shall remain at all times the sole and exclusive intellectual property of Foundation or Benefactor, as the case may be, and Foundation and Benefactor shall have the right, from time to time, to request samples of use from which it may determine compliance with these terms and conditions. Notwithstanding any provision of this Agreement to the contrary, Foundation and Benefactor each reserves, in their respective sole and absolute discretion, the right to prohibit use of their respective Marks.
21. **Applicable Law; Jurisdiction:** This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia, without regard to principles of conflict of laws. Each party agrees that any action or proceeding with respect to this Agreement may only be brought in a federal or state court situated in the District of Columbia, and by execution and delivery of this Agreement, such party irrevocably consents to jurisdiction and venue in each such court.
22. **Attorneys' Fees:** Grantee agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by Foundation and/or Benefactor in connection with any litigation concerning this Agreement should Foundation and/or Benefactor prevail against Grantee in such litigation, whether commenced by Foundation, Benefactor or Grantee.
23. **Third Party Beneficiary:** The parties hereby: (a) acknowledge and agree that Benefactor is a third party beneficiary of this Agreement and that Benefactor shall have a private right of action to enforce the terms of this Agreement as if Benefactor was a party to this Agreement; (b) agree that Benefactor shall have standing to enforce the provisions of this Agreement; (c) waive any right they may have to assert lack of standing as a defense to any action brought by Benefactor or Benefactor's successors to enforce the provisions of this Agreement (including, without limitation, any action seeking specific performance, injunctive or other equitable relief). It is expressly agreed and by this statement specifically intended by the parties that nothing within this Agreement shall be construed as indicating any intent by either party to benefit any entity or person other than Benefactor who is not a party signatory to this Agreement by any provision hereunder or to entitle any such third party to any right of action on account hereof.
24. **Confidentiality:** Each party agrees not to disclose this Agreement or any information contained in this Agreement without the prior written consent of the other (or such party's authorized representative) and Benefactor except to lawyers and other agents for the limited purpose of implementing the provisions of this Agreement. In the event that a party is required by applicable law, including, without limitation, disclosure by Foundation on Foundation's IRS Form 990 for any tax year or disclosure by Grantee pursuant to a duly filed open records request consistent with applicable law, to disclose this Agreement or any information contained in this Agreement, such party shall first (a) provide Benefactor with a copy of this Agreement, redacted to omit the following ("Redacted Agreement"): (i) sections 2, 9, and 10 of this Agreement; and (ii) any reference in this Agreement to Benefactor, and (b) only release the Redacted Agreement upon Benefactor's prior written approval. Each party shall fully indemnify, defend and hold harmless Benefactor and any agent, employee, heir, executor, insurer, lawyer, successor, or assign of Benefactor with respect to any claim arising from this section 23 and the rights and obligations conferred herein, including without limitation, Benefactor's right to approve the Redacted Agreement prior to a party's disclosure of such Redacted Agreement.
25. **Notices:** Any notices given under this Agreement must be made in writing (a) if to Foundation, at the address of Foundation as provided or at such other address as Foundation may designate, or (b) if to Grantee, at the address of Grantee provided or at such other address as Grantee may designate or (c) if to

Benefactor, at such address as Benefactor or Benefactor's representative shall designate following the Effective Date.


- 26. **Entire Agreement; Modifications:** This Agreement contains the entire agreement between Foundation and Grantee and cannot be changed, modified, amended, waived or canceled except by an agreement in writing and executed by each of the parties hereto.
- 27. **Counterparts and Facsimile Signatures:** This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute the same instrument. This Agreement may be executed by facsimile signature by any party and such signature will be deemed binding for all purposes hereof without delivery of an original signature being thereafter required.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized signatories as of the date first above written.

**U.S. Soccer Foundation**

**City of West Miami**

By:  \_\_\_\_\_

By:  \_\_\_\_\_

Name: Rob Kaler

Name: Edward Silva \_\_\_\_\_

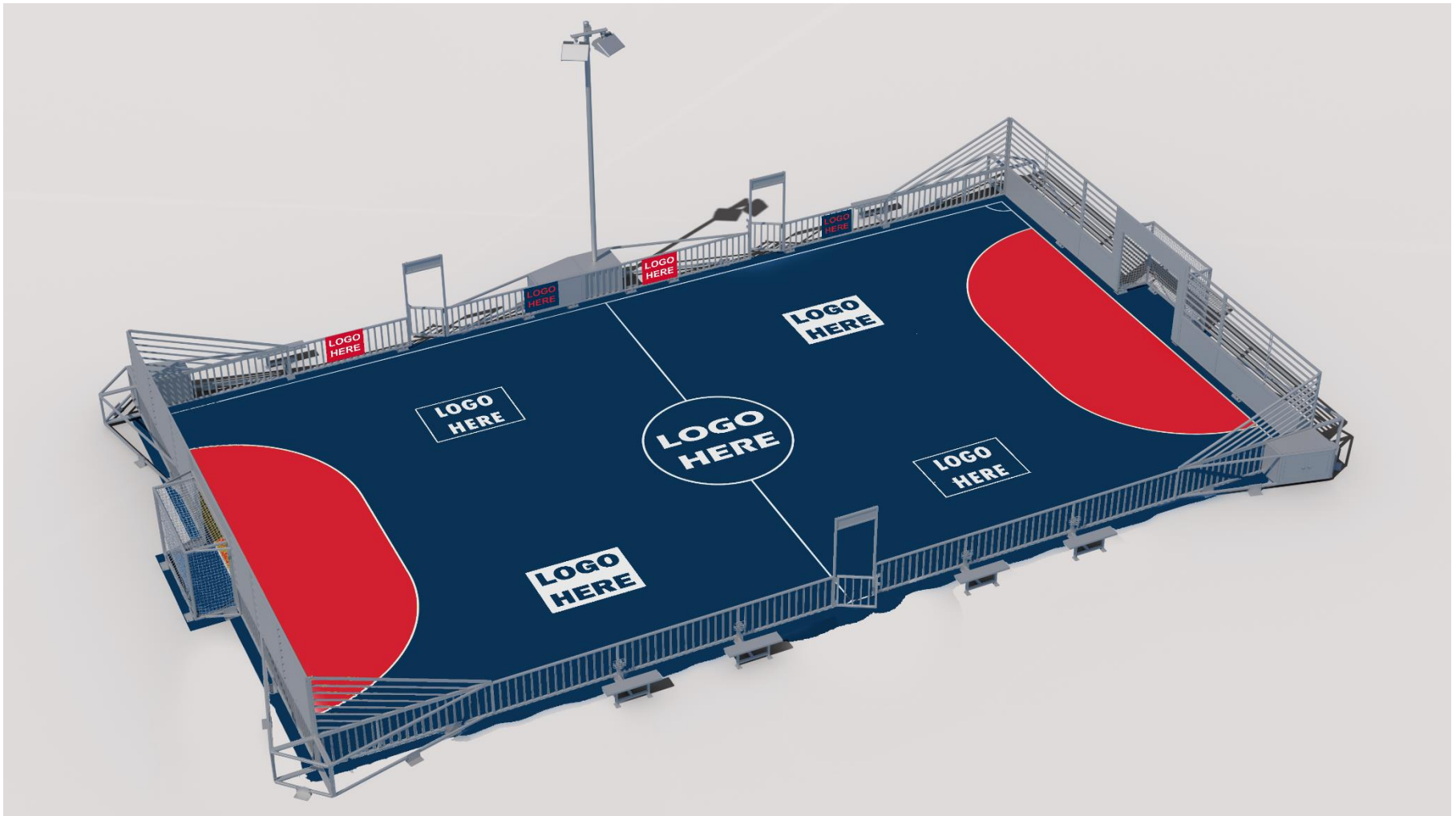
Title: COO & General Counsel

Title: City Manager \_\_\_\_\_

Date: 1/19/2024 \_\_\_\_\_

Date: 01/12/2024 \_\_\_\_\_

ATTACHMENT A



Note – Mini-Pitch structure rendering is above. Surface design is below.

