



**CITY OF MIAMI  
DOCUMENT ROUTING FORM**

**ORIGINATING DEPARTMENT:** DREAM

**DEPT. CONTACT PERSON:** Sandy Lila EXT. 1461

**NAME OF OTHER CONTRACTUAL PARTY/ENTITY:** Perpetual Love L Trust, LLC

IS THIS AGREEMENT A RESULT OF A COMPETITIVE PROCUREMENT PROCESS?  YES  NO  
 TOTAL CONTRACT AMOUNT: \$ 0 FUNDING INVOLVED?  YES  NO

**TYPE OF AGREEMENT:**

- |  |   |
|--|---|
| <input type="checkbox"/> MANAGEMENT AGREEMENT            | <input type="checkbox"/> PUBLIC WORKS AGREEMENT     |
| <input type="checkbox"/> PROFESSIONAL SERVICES AGREEMENT | <input type="checkbox"/> MAINTENANCE AGREEMENT      |
| <input type="checkbox"/> GRANT AGREEMENT                 | <input type="checkbox"/> INTER-LOCAL AGREEMENT      |
| <input type="checkbox"/> EXPERT CONSULTANT AGREEMENT     | <input type="checkbox"/> LEASE AGREEMENT            |
| <input type="checkbox"/> LICENSE AGREEMENT               | <input type="checkbox"/> PURCHASE OR SALE AGREEMENT |

**OTHER: (PLEASE SPECIFY):** Access, Construction and Donation Agreement

**PURPOSE OF ITEM (BRIEF SUMMARY):** The City is the fee simple owner of approximately 5.39 acres of certain real property located at 150 Northeast 19 Street, Miami, Florida 33132 ("Property"). Perpetual Love L Trust, LLC, wishes to develop a state-of-the-art recreational facility worth no less than ten million dollars (\$10,000,000.00) on the Property for the benefit of the City, its residents, and visitors, and donate the same to the City in fee simple upon completion of construction.

COMMISSION APPROVAL DATE: 04/28/2022 FILE ID: 11785 ENACTMENT NO.: R-22-0153  
 IF THIS DOES NOT REQUIRE COMMISSION APPROVAL, PLEASE EXPLAIN:

ROUTING INFORMATION	Date	PLEASE PRINT AND SIGN
APPROVAL BY DEPARTMENTAL INTERIM DIRECTOR November 9, 2022   21:56:39 EST		PRINT: <u>Jacqueline Lorenzo</u> DocuSigned by: SIGNATURE: <u>Jacqueline Lorenzo</u>
SUBMITTED TO RISK MANAGEMENT		PRINT: <u>Ann-Marie Sharpe</u> SIGNATURE:
Assigned ACA: N/A SUBMITTED TO CITY ATTORNEY Matter ID#: 20-2473 November 9, 2022   21:58:28 EST		PRINT: <u>Victoria Mendez</u> DocuSigned by: SIGNATURE: <u>Victoria Mendez</u>
APPROVAL BY ASSISTANT CITY MANAGER		PRINT: <u>Larry M. Spring</u> SIGNATURE:
RECEIVED BY CITY MANAGER November 9, 2022   22:00:09 EST		PRINT: <u>Arthur Noriega V</u> DocuSigned by: SIGNATURE: <u>Art Noriega</u>
ATTESTED BY THE CITY CLERK 1) <b>ONE ORIGINAL TO CITY CLERK,</b> 2) <b>ONE COPY TO CITY ATTORNEY'S OFFICE,</b> 3) <b>REMAINING ORIGINAL(S) TO ORIGINATING DEPARTMENT</b>		PRINT: <u>Todd B. Hannon</u> SIGNATURE:

**PLEASE ATTACH THIS ROUTING FORM TO ALL DOCUMENTS THAT REQUIRE  
EXECUTION BY THE CITY MANAGER**

## ACCESS, CONSTRUCTION, AND DONATION AGREEMENT

This Access, Construction, and Donation Agreement (“Agreement”), made and entered into this 9<sup>th</sup> day of November, 2022 (“Effective Date”), by and between the City of Miami, a municipal corporation of the State of Florida whose principal address is 3500 Pan American Drive, Miami, Florida 33133 (“City”), and Perpetual Love L Trust, LLC, a Florida limited liability company, whose principal address is, 3921 Alton Rd, #465, Miami Beach, FL 33140 (“Donor”) (collectively the “Parties”), is entered into as follows:

### WITNESSETH:

**WHEREAS**, the City is the fee simple owner of approximately 5.39 acres of certain real property located at 150 Northeast 19 Street, Miami, Florida 33132 and commonly referred to as Biscayne Park, which is more particularly described in the legal description attached hereto and incorporated herein as Exhibit “A” (the “Property”); and

**WHEREAS**, Donor wishes to develop a state-of-the-art recreational facility on the Property for the benefit of the City, its residents and visitors, and donate the same to the City in fee simple upon completion of construction;

**NOW THEREFORE** and in consideration of the premises and the mutual covenants and conditions contained herein, the parties hereto agree as follows:

- I.**     Recitals. The above recitals are incorporated as if set forth in full herein.
  
- II.**    Description of the Donation. Donor agrees to construct, grant, donate, and give to the City, subject to the terms provided herein, a recreational facility on the Property, which shall be worth no less than ten million (\$10,000,000.00) dollars. The donated improvements shall include, but not necessarily be limited to, the following: (i) a climate controlled indoor athletic complex comprising approximately 140,400 square feet of active recreational use consisting of an athletic field capable of accommodating soccer, mini-soccer and lacrosse as well as five multipurpose courts capable of accommodating basketball and tennis; (ii) an outdoor passive park area situated along the western boundary of the Property; (iii) a concrete block structure (“CBS structure”) containing approximately two thousand (2,000) square feet that shall include, at a minimum, a concession stand, restrooms, a weight room, storage room(s), Parks’ office space sufficient to accommodate three staff members and ancillary storage connected to such office, and a rooftop viewing platform; (iv) a new onsite surface parking lot situated along the eastern boundary of the Property; (v) the furniture, fixtures, and equipment (collectively referred to hereinafter as the “Donated Improvements”). The Donated Improvements shall be designed and constructed in substantial compliance with the concept plans attached hereto and, by this reference, incorporated herein as Exhibit “B” (the “Concept Plans”). The final construction drawings consistent with the Concept Plans (“Development Plans”) shall be submitted to the City for final review and approval, which shall not be unreasonably withheld. No Major Modification to the City-approved Development Plans shall be permitted without the approval of the City Manager, which shall not be unreasonably withheld upon a showing of good cause. For the purposes of this Agreement, a “Major Modification” shall mean any material changes, modifications, amendments or substitutions to the City-approved Development Plans. Without limiting the generality

of the foregoing, design changes expressly required for compliance with design regulations and applicable laws shall not require the City's approval and Donor shall be permitted to make such changes to the extent that they achieve compliance but not beyond that without the City's consent.

**III. Permitting Obligations.** Donor shall be responsible for securing, at its sole cost and expense, all permits and authorizations necessary for the construction of the Donated Improvements. This obligation shall include, but not be limited to, the procurement of all professional services required to obtain construction permits for the Donated Improvements, including architectural design services, engineering services, environmental consulting services, and the like. Donor shall be responsible for securing the waiver of lien rights, in a form acceptable to the City Attorney, from all vendors hired by or on behalf of the Donor concerning work related to the design and permitting of the Donated Improvements and shall require that any and all agreements with such vendors be subject to, and in compliance with, the terms of this Agreement.

**IV. Construction Rights and Obligations.** In consideration of the capital contribution pledged by Donor to the City for improvements to Biscayne Park, the City hereby acknowledges and agrees that the Donor shall have the right to construct or cause to be constructed the Donated Improvements at its sole cost and expense and that Donor's procurement of professional construction services, construction materials and labor are exempt from the City's competitive solicitation requirements. Donor's obligation to construct or cause to be constructed the Donated Improvements, at its sole cost and expense, shall include all costs and expenses associated with the design and construction of both onsite and offsite water, sewer, and stormwater enhancements necessary for the construction of the Donated Improvements. Donor shall be responsible for securing waivers of lien rights, in a form acceptable to the City Attorney, from all contractors and materialmen hired by or on behalf of the Donor concerning work related to the construction of the Donated Improvements.

**V. Performance Bond.** Prior to the commencement of construction, Donor shall post a payment and performance bond in favor of the City as insurance that the Donated Improvements are completed in substantially the form prescribed by Section 255.05, Fla. Stat., subject to the approval of the City Risk Management Director. The performance bond shall be equivalent to One Hundred and ten percent (110%) of the contracted prices for the Donated Improvements, including the infrastructure enhancements, in a form acceptable to the City Attorney. The payment and performance bond shall be in place until the work is fully completed and accepted and all warranties and similar documents and releases have been submitted.

**VI. Construction.** Subject to the conditions and limitations hereinafter contained, the City grants to Donor, its agents, representatives, employees, contractors, sub-contractors and consultants non-exclusive access in, to, over, under and across the Property for the purposes of constructing the Donated Improvements. Said authority shall be valid at all times during the Term of this Agreement and shall expire at the expiration or earlier termination of this Agreement. During construction, Donor shall take all reasonable measures necessary to ensure the safety and security of the area and maximize public usage of the areas not under construction, to the extent feasible.

**VII. Condition of Property and Environmental Disclaimer.**

1. Donor agrees that the City shall, under no circumstances, be liable for any latent, patent or other defects in the Property. No representations or warranties whatsoever are made as to its condition, state, or characteristics. **EXPRESSED WARRANTIES AND IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR USE AND HABITABILITY ARE HEREBY DISCLAIMED. IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR SUITABILITY ARE HEREBY DISCLAIMED.** No representation whatsoever is made as to any environmental, potable water, surface water, soil matter, or soil condition. The Property is accepted in “AS IS” condition.
2. The City has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, (past, present, or future) of, as to, concerning, or with respect to environmental matters with reference to the Property, including, but not limited to: (a) the value, nature, quality, or condition of the Property, including, without limitation, the water, minerals, soil, and geology, (b) the compliance of or by the Property or its operation with any Environmental Requirements, (c) any representations regarding compliance with any environmental protection, pollution, or land use, zoning or development of regional impact laws, rules, regulations, orders, or requirements, including the existence in or on the Property of Hazardous Materials.
  - “Environmental Requirements” shall mean all laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders, and decrees, now or hereafter enacted, promulgated, or amended of the United States, the states, the counties, the cities, or any other political subdivision, agency or instrumentality exercising jurisdiction over City or Donor, the Property, or the use of the Property, relating to pollution, the protection or regulation of human health, natural resources, or the environment, or the emission, discharge, release, or threatened release of, pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or waste, or Hazardous Materials into the environment (including, without limitation, ambient air, surface water, groundwater, land, or soil).
  - Hazardous Materials” shall mean and include without limitation, any substance, which is or contains (A) any “hazardous substance” as now or hereafter defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C., Section 9601 et seq.) (“CERCLA”) or any regulations promulgated under or pursuant to CERCLA; (B) any “hazardous waste” as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C., Section 6901 et seq.); (C) any substance regulated by the Toxic Substances Control Act (15 U.S.C., Section 2601 et. Seq.); (D) gasoline, diesel fuel, or other petroleum hydrocarbons; asbestos and asbestos containing materials, in any form, whether friable or non-friable; (F) polychlorinated biphenyls; and (G) any additional substances or material which: (i) is now or

hereafter classified or considered to be hazardous or toxic under Environmental Requirements as hereinafter defined; (ii) causes or threatens to cause a nuisance on the Property or adjacent property or poses or threatens to pose a hazard to the health or safety of persons on the Property or adjacent property; or (iii) would constitute a trespass if it emanated or migrated from the Property.

**VIII. Utility Easement.** Subject to the conditions and limitations hereinafter contained, the City shall grant the necessary utility easements, as may be required for the installation, operation, maintenance, repair, relocation, replacement and removal of utility lines, water and sewer lines, and below ground facilities serving any portion of the Property as contemplated in the Development Plans, and in a form acceptable to the City Attorney.

**IX. Permitting and Construction Timing.** Donor agrees to apply for construction permits for the Donated Improvements, including all infrastructure enhancements, within twenty four (24) months following the execution of this Agreement, which may only be exceeded for good cause acceptable to the City Manager, and further agrees to diligently pursue the issuance of said permits without unreasonable delay(s). Prior to submittal, the Donor shall provide the City the opportunity to review and approve the construction documents to ensure that the design meets the terms of this Agreement as well as the City's needs. This shall not be interpreted to waive the City's regulatory authority. As a project of community significance, the City agrees to use reasonable good faith efforts to sign off on required permits, as owner. Donor shall obtain, at its sole cost and expense, Full Permit Issuance for the Donated Improvements. For purposes of this Agreement, the term "Full Permit Issuance" shall mean any and all building permits necessary for the construction of the Donated Improvements, including master and sub-permits. Notwithstanding anything to the contrary contained herein, the Donated Improvements shall be completed, as evidenced by the issuance of a TCO, CO, or equivalent, no later than Forty two (42) months, which may only be exceeded for good cause acceptable to the City Manager.

**X. Conveyance of Donated Improvements:** Donor shall convey to the City the Donated Improvements that, together with the infrastructure enhancements, shall constitute the gift (hereinafter referred to as the "Gift"). The Gift shall be conveyed to the City by a bill of sale, in a form acceptance to the City Attorney, free of liens and encumbrances within sixty (60) calendar days following the issuance of a certificate of occupancy/certificate of completion for the Donated Improvements, whichever is determined to be necessary in the sole discretion of the City's Building Official. Notwithstanding any language contained in this Agreement to the contrary, in no event shall the City be liable to Donor for any funding or other monetary compensation or payment in connection with the Donated Improvements or the use thereof.

**XI. Naming.** In consideration of the capital expenditures as set forth herein, the CBS structure shall initially be named the "Centner Pavilion at Biscayne Park".

**XII. Jessica Lunsford Act.** Donor recognizes that the Property is a public park open to children and students. All employees, agents, servants, partners, principals, volunteers, and subcontractors of Donor who work in direct contact with children, the elderly, or individuals with disabilities or who may come into direct contact with children, the elderly, or individuals with disabilities at the Park must complete a Level 2 background screening that complies with its requirements as required by applicable law. Level 2 Background screenings must be completed

through the Florida Department of Law Enforcement (FDLE) VECHS (Volunteer & Employee Criminal History System) Program. Satisfactory background screening documentation will be accepted from those entities that already conduct business with the Department of Children and Families (DCF), the Department of Juvenile Justice (DJJ), Department of Elder Affairs (DOEA) or the Miami Dade County Public School System (MDCPS). In required, a clearance letter from the MDCPS Office of Professional Standards indicating the person has successfully completed a Level 2 screening will be accepted. The Foundation is required to review and keep abreast of the Dru Sjodin National Sex Offender Public Website.

**XIII. Term.** The term of this Agreement shall commence upon the execution hereof and shall expire upon the completion and conveyance of the Donated Improvements to the City, unless otherwise earlier terminated pursuant to the terms of this Agreement, and in all events subject to any surviving provisions contained herein (“Term”).

**XIV. No Partnership.** Nothing in this Agreement shall be construed to make the parties hereto partners or joint ventures or render either of said parties liable for the debts or obligations of the other. Donor is not an agent, representative or affiliate of the City. Accordingly, neither Donor, nor Donor’s employees, nor any contractor or subcontractor hired by Donor to provide any services under this Agreement shall attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of the City, nor any rights generally afforded classified or unclassified employees. Donor further understands that Florida Workers’ Compensation benefits available to employees of the City are not available to Donor, Donor’s employees, or any contractor or subcontractor hired by Donor to provide any services hereunder, and Donor agrees to provide or to require contractors and subcontractor(s) to provide, as applicable, adequate workers’ compensation insurance for any employee or agent of Donor rendering services to the City under this Agreement. Donor further understand and agree that Donor’s, its contractors’ or subcontractors’ use or entry upon City properties shall not in any way change its or their status as an independent contractor.

**XV. Bonding, Insurance:** Donor shall, always during the term hereof, maintain such insurance coverage(s) as may be required by the City. The insurance coverage(s) required as of the Effective Date of this Agreement are attached hereto as Exhibit “C” and incorporated herein by this reference. The Donor shall add the City of Miami as an additional named insured to its commercial general liability policies and as a named certificate holder on all policies. Donor shall correct any insurance certificates as requested by the City’s Risk Management Administrator. All such insurance, including renewals, shall be subject to the approval of the City for adequacy of protection and evidence of such coverage(s) and shall be furnished to the City Risk Management Administrator on Certificates of Insurance indicating such insurance to be in force and effect and providing that the City is provided with written notice of cancellation or material change from the insurer in accordance with policy provisions. Completed Certificates of Insurance shall be filed with the City prior to the performance of services hereunder, provided, however, that Donor shall at any time upon request file duplicate copies of the policies of such insurance with the City.

Donor understands and agrees that all liabilities regarding the use of any of Donor’s employees or any of Donor’s contractors or subcontractors for services related to this Agreement shall be borne solely by Donor throughout the term of this Agreement and that this provision shall survive the termination of this Agreement. Donor further understands and agrees that insurance for each employee of Donor and each contractor and subcontractor providing services related to this Agreement shall be

maintained in good standing and approved by the City Risk Management Administrator throughout the duration of this Agreement.

Donor shall be responsible for assuring that the insurance certificates required under this Agreement remain in full force and effect for the duration of this Agreement, including any extensions hereof. If insurance certificates are scheduled to expire during the term of this Agreement and any extension hereof, Donor shall be responsible for submitting new or renewed insurance certificates to the City's Risk Management Administrator at a minimum of ten (10) calendar days in advance of such expiration. In the event that expired certificates are not replaced, with new or renewed certificates which cover the term of this Agreement and any extension thereof then the City may suspend this Agreement until the new or renewed certificate(s) are received in acceptable form by the City's Risk Management Administrator.

Compliance with the foregoing requirements shall not relieve Donor of Donor's liabilities and obligations under this Agreement.

**XVI. Indemnification.** Donor shall indemnify, defend and hold harmless the City and its officials, employees, and its designated third-party administrator for claims (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by this Agreement (whether active or passive) of Donor or their employees or contractors or subcontractors (collectively referred to as "Provider") which is directly caused, in whole or in part, by any act, omission, default or gross negligence (whether active or passive or in strict liability) of the Provider, or any of them, or (ii) the failure of the Provider to comply materially with any of the requirements herein, or the failure of the Provider to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, local, federal or state, in connection with the performance of this Agreement, including without limitation, Provider's failure to comply with Environmental Requirements. Donor expressly agrees to indemnify, defend and hold harmless the Indemnitees, or any of them, from and against all liabilities which may be asserted by Donor, an employee or former employee of Donor, or any of its contractors or subcontractors, as provided above, for which the Donor's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws. Donor further agrees to indemnify, defend and hold harmless the Indemnitees from and against (i) any and all liabilities imposed on account of the violation of any law, ordinance, order, rule, regulation, condition, or requirement, related directly to Provider's performance under this Agreement, and (ii) any and all claims, and/or suits for labor and materials furnished by Provider or utilized in the performance of this Agreement or otherwise. Additionally, and without limiting the foregoing, Donor shall indemnify and hold the City harmless from all claims of liability resulting from unpaid invoices of any and all vendors hired by or on behalf of Donor for work conducted on the Property in furtherance of this Agreement.

This section shall be interpreted to comply with Sections 725.06 and/or 725.08, Florida Statutes. Donor's obligations to indemnify, defend and hold harmless the Indemnitees shall survive the termination of this Agreement.

Donor understands and agrees that all liabilities regarding the use of any contractor or

subcontractor for services related to this Agreement shall be borne solely by Donor throughout the duration of this Agreement and that this provision shall survive the termination of this Agreement.

The City hereby covenants that it will not and does not hereby waive any rights, privileges or other benefits afforded under Sec. 768.28, Fla. Stat., as may be amended, including, but not necessarily limited to, those rights in tort actions, recovery limits, and limitation on attorney fees.

**XVII. Waiver of Liability.** In no event, shall the City be liable to Donor or their contractors, sub-contractors, representatives, heirs or assigns for any direct, consequential, general, incidental or special damages, or costs, debts, or liabilities of the Donor related to this Agreement.

**XVIII. Notices.** All notices pursuant to this Agreement shall be in writing and sent by certified mail or delivered by personal service to the addresses for each of the Parties appearing on page one (1) of this Agreement and as indicated below, with a copy sent via email as provided below, or as the same may be changed in writing from time to time.

**For the Donor to:**

Perpetual Love L Trust, LLC,  
3921 Alton Rd, #465  
Miami Beach, FL 33140  
Attention: Jamie Mandel, Esq.  
[jbmandel@dlccapgmt.com](mailto:jbmandel@dlccapgmt.com)

With copy to:

The Riley Law Firm, LLC.  
16343 SW 256 Street  
Homestead, Florida 33031  
Attention: William W. Riley, Jr., Esq.  
[w.riley@rileyfirm.org](mailto:w.riley@rileyfirm.org)

**For the City to:**

City Manager  
City of Miami  
444 S.W. 2nd Avenue, 10th Floor  
Miami, Florida 33130  
[Anoriega@miamigov.com](mailto:Anoriega@miamigov.com)

Director of Parks and Recreation  
City of Miami  
444 S.W. 2nd Avenue, 8th Floor  
Miami, Florida 33130  
[Bahernandez@miamigov.com](mailto:Bahernandez@miamigov.com)

City Attorney  
City of Miami



444 S.W. 2nd Avenue, 9th Floor  
Miami, Florida 33130  
[Vmendez@miamigov.com](mailto:Vmendez@miamigov.com)

It is Donor's responsibility to advise the City in writing of any changes in their contact names, mailing addresses, email addresses and/or telephone numbers. Such notice shall be deemed given on the day on which personally served, or if by certified mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

**XIX. Default.** A breach or default of the terms of this Declaration may only be alleged by the parties having rights hereunder. In the event of a default by Donor, City shall give written notice to Donor, specifying the nature of such default. In the event of a default by City, Donor shall give written notice to City, specifying the nature of such default.

**XX. Termination.**

1. Upon the occurrence of any failure by a Party hereto (the "Defaulting Party") to perform any of its obligations under this Agreement, then the other Party (the "Non-Defaulting Party") shall provide notice of such failure to the Defaulting Party and afford the Defaulting Party a grace period to cure said failure, as follows: Defaulting Party shall afford the Non-Defaulting Party a grace period of thirty (30) days to cure any default; provided, however, that if any non-monetary failure cannot be cured within such thirty (30) day period, the Defaulting Party shall be afforded such additional time, not to exceed a total of one hundred and twenty (120) days, as shall be reasonably required to cure such failure, if the Defaulting Party has commenced the appropriate cure within said initial thirty (30) day period and thereafter proceeds with reasonable diligence to cure said failure. Notwithstanding the foregoing, if the default is of such a nature that an emergency situation arises constituting an unsafe or unsanitary condition, the period for cure of such default shall be accelerated to a period of time which is reasonable in light of the nature of the emergency. All costs incident to curing a default by the Donor under this subsection shall be the sole responsibility and obligation of, and accordingly, shall be borne by, the Donor.
2. City shall have the right to terminate this Agreement at its sole option, for any reason whatsoever, upon at least thirty (30) days' written notice to the Donor provided that said termination is first approved by the City Commission of the City of Miami by a four-fifths (4/5) vote.
3. Upon termination by either Party or expiration of the Agreement, Donor's rights to occupy the Property will end forthwith.

**XXI. Successors and Assigns.** This Agreement may not be assigned or conveyed without the prior written approval of the City Manager in his sole and absolute discretion. This Agreement shall bind, and the benefit thereof shall inure to the respective successors and assigns of the parties hereto.

**XXII. Governing Law.** This Agreement shall be interpreted and construed in accordance with

and governed by the laws of the State of Florida. The Parties, in their performance of this Agreement will comply with all applicable federal, state, county and city laws, codes, and regulations.

**XXIII. Venue, Attorney's Fees, and Waiver of Jury Trial.** Venue in any proceedings between the parties shall be in Miami-Dade County, Florida. Each party shall bear its own attorney's fees. Each party waives any defense, whether asserted by motion or pleading, that the aforementioned courts are an improper or inconvenient venue. Moreover, the parties' consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction. The parties irrevocably waive any rights to a jury trial.

**XXIV. Titles and Headings.** Title and paragraph headings are for convenient reference and are not a part of this Agreement.

**XXV. No Waiver.** No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

**XXVI. Severability.** Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, Miami-Dade County or the City of Miami, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then the same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

**XXVII. Modifications and Amendments.** No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the Parties hereto. The City Manager shall have the sole authority to amend or to modify this Agreement on behalf of the City for any non-material revision. Major revisions shall be subject to the review and approval of the City Commission.

**XXVIII. City Not Liable For Delays:** Donor hereby understands and agrees that in no event shall the City be liable for, or responsible to Donor or any subcontractor, or to any other person, firm, or entity for or on account of, any stoppages or delay(s) in work herein provided for, or any damages whatsoever related thereto, because of any injunction or other legal or equitable proceedings or on account of any delay(s) for any cause over which the City has no control in its proprietary capacity.

**XXIX. No Third-Party Beneficiary:** No persons other than the Donor and the City (and their successors and assigns) shall have any rights whatsoever under this Agreement.

**XXX. Survival:** All obligations (including but not limited to indemnity and obligations to defend and hold harmless) and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement shall survive such expiration or earlier termination.

**XXXI. Non-Discrimination:** Donor represents to the City that Donor does not and will not

engage in discriminatory practices and that there shall be no discrimination in connection with Donor's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status or national origin. Donor further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

**XXXII. Public Records Law:** Donor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to the City, subject to the provisions of Chapter 119, Florida Statutes, and any specific exemptions there from, and Donor agrees to allow access by the City and the public to all documents subject to disclosure under applicable law unless there is a specific exemption from such access. Donor's failure or refusal to comply with the provisions of this Section may result in immediate termination of the Agreement by the City.

Pursuant to the provisions of Chapter 119.0701, Florida Statutes, Donor must comply with the Florida Public Records Laws, specifically Donor must:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service/construction.
2. 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 in Chapter 119 or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
4. Meet all requirements for retaining public records and transfer, at no cost to the City, all public records in possession of the Donor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
5. All records stored electronically must be provided to the City in a format compatible with the information technology systems of the City.
6. Donor agrees that any of the obligations in this Section will survive the term, termination, and cancellation hereof.

IF DONOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO DONOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT AS A PUBLIC CONTRACT, PLEASE CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER 305-416-1800, EMAIL: PUBLICRECORDS@MIAMIGOV.COM, AND MAILING ADDRESS: PUBLIC RECORDS C/O OFFICE OF THE CITY ATTORNEY, 9TH FLOOR, MIAMI RIVERSIDE CENTER, 444 S.W. 2ND AVENUE, MIAMI, FLORIDA 33130 OR THE CITY'S PARKS AND RECREATION DEPARTMENT CUSTODIAN OF RECORDS AT 8TH FLOOR, MIAMI RIVERSIDE CENTER, 444 S.W. 2ND AVENUE, MIAMI, FLORIDA 33130.

**XXXIII. Compliance with Laws:** Donor understands that agreements with local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of

interest, record keeping, etc. City and Donor agree to comply with and observe all applicable Federal, State and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time, including but not limited to licensure, and certifications required by law for professional service providers. Donor further agrees to include in all of Donor's agreements with contractors and subcontractors for any services related to this Agreement this provision requiring contractors and subcontractors to comply with and observe all applicable federal, state, and local laws rules, regulations, codes and ordinances, as they may be amended from time to time.

**XXXIV.**        Enforcement. Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants set forth in this Agreement. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

**XXXV.**        Force Majeure. Neither the City nor the Donor shall be liable for any failure or delay in performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; pandemics; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; epidemics; riots; power failures; computer failure and any such circumstances beyond its reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software) or telephone communication service; accidents; labor disputes; acts of civil or military authority; governmental actions; or inability to obtain labor, material, equipment or transportation.

**XXXVI.**        City Manager: As used herein, the term "City Manager" shall include the City Manager of the City of Miami or his designee. In the event that the City of Miami changes its form of government in a manner that eliminates the City Manager position then the term "City Manager" shall include the city administrator responsible for performing those duties currently performed by the City Manager, such as a Deputy Mayor or his designee.

**XXXVII.**        Entire Agreement. This Agreement with any attachments referenced below embodies and constitutes the entire understanding between the City of Miami and Donor concerning the Gift, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written with respect thereto, are merged therein. The Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect.

**XXXVIII.**        City as Owner. The City retains all of its sovereign prerogatives and rights as a City under all applicable laws, including, but not limited to, matters pertaining to the planning, design, construction, development and operation on the Property. The City is entering into this Agreement only in its proprietary (not regulatory) capacity and retains all of its sovereign prerogatives and rights and regulatory authority (quasi-judicial or otherwise) as a City under all applicable laws, and shall in no way be estopped from withholding or refusing to issue any approvals, licenses or permits or applications for building, zoning, planning or development under present or future laws and

regulations whatever nature applicable to the planning, design, construction and development on the Property, or the operation thereof; provided, without diminishing the foregoing, that the City (in its capacity as owner) agrees to reasonably cooperate with Donor in Donor's efforts to expedite permits.

**XXXIX.** Non-Discrimination. Donor shall not discriminate or allow its personnel to discriminate against any person based upon race, religion, color, sex, ancestry, age, national origin, mental or physical handicap, in the use of the Park and improvements thereof.

**XL.** Conflict of Interest. Donor is aware of the conflict-of-interest laws as set forth in Section 2-611 of the Code of the City of Miami, Florida, as amended, and agrees that it will comply in all respects with the terms thereof.

**XLI.** Certification. The Donor certifies that it possesses the legal authority to enter into this Agreement by way of resolution, motion or other similar action that has been duly adopted or passed, as an official act of the Donor's governing body, including all understandings and assurances contained herein, and directing and authorizing the person(s) identified as the official representatives(s) of the Donor, to act in connection with the Agreement, and to provide such additional information as may be required from time to time by the City.

**XLII.** Donor. Donor means Perpetual Love L Trust, LLC, a Florida limited liability company or its assigns provided that such assignment(s) is to a special purpose entity and not to one or more third parties.

**XLIII.** Counterparts. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.

## **EXECUTION PAGES TO FOLLOW**

DocuSigned by:  
  
C5CA9355DC41454...

(Signature of Witness)

William W. Riley, Jr., Esq

(Print/Type Name of Witness)

“DONOR”

DocuSigned by:  
  
57B9C3748A8D40E...

(Signature of Donor)

Jamie Mandel

(Print/Type Name of Donor)

3921 Alton Road #465, Miami Beach, FL 33140

(Address)

ATTEST:

\_\_\_\_\_  
Todd B. Hannon, City Clerk

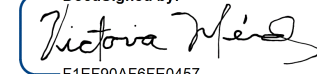
**CITY OF MIAMI**, a municipal corporation  
of the State of Florida

DocuSigned by:  
  
8506F6C372DD42A...

By:

\_\_\_\_\_  
Arthur Noriega, City Manager

**APPROVED AS TO LEGAL FORM  
AND CORRECTNESS:**

DocuSigned by:  
  
F4EF90AF6FE0467...

By:

\_\_\_\_\_  
Victoria Méndez, City Attorney

**APPROVED AS TO INSURANCE:**

By:

\_\_\_\_\_  
Anne Marie Sharpe, Director of Risk  
Management

**EXHIBIT "A"**

**LEGAL DESCRIPTION:**

THE SOUTH ½ OF THE NORTH ½ OF THE NE ¼, SECTION 36, TOWNSHIP 53 SOUTH, RANGE 41 EAST

LESS:

COMMENCE AT THE NE CORNER OF SECTION 36, TOWNSHIP 53 SOUTH, RANGE 41 EAST. THENCE SOUTHERLY ALONG THE EAST LINE OF THE NE ¼, OF SAID SECTION 36, A DISTANCE OF 382.14 FEET TO A POINT IN THE SOUTH RIGHT OF WAY LINE OF NE 19 ST; THENCE S 87° 31' 11" W, A DISTANCE OF 35.97 FEET TO A POINT IN THE WEST RIGHT OF WAY LINE OF NE 2<sup>ND</sup> AVE. BEING THE POINT OF BEGINNING. THENCE CONTINUE S 87° 31' 11" W, A DISTANCE OF 255.53 FEET TO A POINT; THENCE S 01° 31' 27" E A DISTANCE OF 282.27 FEET TO A POINT; IN THE NORTH LINE OF THE "CEMENTERY OF THE CITY OF MIAMI", AS RECORDED IN PLAT BOOK B, AT PAGE 18, OF THE MIAMI DADE COUNTY PUBLIC RECORDS; THENCE N 87° 31' 11" E AND ALONG THE NORTH LINE OF SAID NORTH LINE OF THE CEMENTERY OF THE CITY OF MIAMI A DISTANCE OF 250.04' TO A POINT IN THE WEST RIGHT OF WAY LINE OF NE 2<sup>ND</sup> AVE.; THENCE N 00° 24' 43" W, AND ALONG THE WEST RIGHT OF WAY LINE OF NE 2<sup>ND</sup> AVE, A DISTANCE OF 282.70 FEET TO THE POINT OF BEGINNING.

AND LESS:

COMMENCE AT THE NW CORNER OF E ¼ OF THE NE ¼, SECTION 36, TOWNSHIP 53 SOUTH, RANGE 41 EAST. THENCE RUN SOUTHWARDLY ALONG THE WESTERLY LINE OF NE ¼ OF THE NE ¼. OF SAID SECTION 36, FOR A DISTANCE OF 347.00 FEET, MORE OR LESS TO AN INTERCEPTION WITH A LINE BEING 15 FEET SOUTHERLY OF, AND PARALLEL WITH THE SOUTHERLY LINE OF THE E ¼ OF THE NE ¼, OF SAID SECTION 36, THENCE DEFLECTING 90° 44' 50" TO THE LEFT RUN EASTWARDLY ALONG A LINE 15.00 FEET SOUTHERLY OF, AND PARALLEL WITH THE SOUTHERLY LINE OF THE NE ¼ OF THE NE ¼, OF SAID SECTION 36 FOR A DISTANCE OF 70.33 FEET TO THE POINT OF BEGINNING. THENCE DEFLECTING 102° 54' 51" TO THE RIGHT RUN SOUTHWESTWARDLY FOR A DISTANCE OF 167.58 FEET TO A POINT, SAID POINT BEING 35.00 FEET EASTERLY OF, AND PERPENDICULAR TO THE WESTERLY LINE OF THE NE ¼ OF THE NE ¼, OF SAID SECTION 36; THENCE 12° 10' 01" TO THE LEFT RUN SOUTHWARDLY ALONG A LINE 35.00 FEET EASTERLY OF AND PARALLEL WITH, THE WESTERLY LINE OF THE N.E. ¼, OF SAID SECTION 36 FOR A DISTANCE OF 152.72 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY BOUNDARY OF THE CEMETERY OF THE CITY OF MIAMI, AS RECORDED IN PLATY BOOK B, AT PAGE 18, OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY; THENCE DEFLECTING 90° 40' 49" TO THE LEFT RUN NORTHWARDLY ALONG A LINE 165.00 FEET EASTERLY OF AND PARALLEL WITH THE WESTERLY LINE OF N.E. ¼ OF THE NE ¼ OF SAID SECTION 36 FOR A DISTANCE OF 175.97 THENCE DEFLECTING 42° 27' 30" TO THE RIGHT RUN NORTHEASTWARDLY FOR A DISTANCE OF 144.39 FEET TO A POINT, SAID POINT BEING A POINT OF CURVATURE

TANGENT TO A LINE 50 FEET SOUTHERLY OF AND PARALLEL WITH THE SOUTHERLY LINE OF N.E. ¼ OF THE NE ¼, OF SAID SECTION 36; THENCE RUN WESTWARDLY AND NORTHWESTWARDLY ALONG THE ARC OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 50.00 FEET THROUGH A CENTRAL ANGLE OF 72° 32' 33" FOR A DISTANCE OF 63.30 FEET TO A POINT; THENCE RUN WESTWARDLY ALONG A LINE BEING 15.00 FEET SOUTHERLY OF, AND PARALLEL WITH THE SOUTHERLY LINE OF NORTH ½ OF THE NORTH ½ OF THE NE ¼ OF THE NE ¼, SECTION 36 FOR A DISTANCE OF 144.01 FEET TO THE POINT OF BEGINNING. ALL THE DESCRIBED AREA IS RECORDED IN PLAT BOOK 93-42 "FIRE STATION SITE – 1972", MIAMI DADE COUNTY PUBLIC RECORDS.

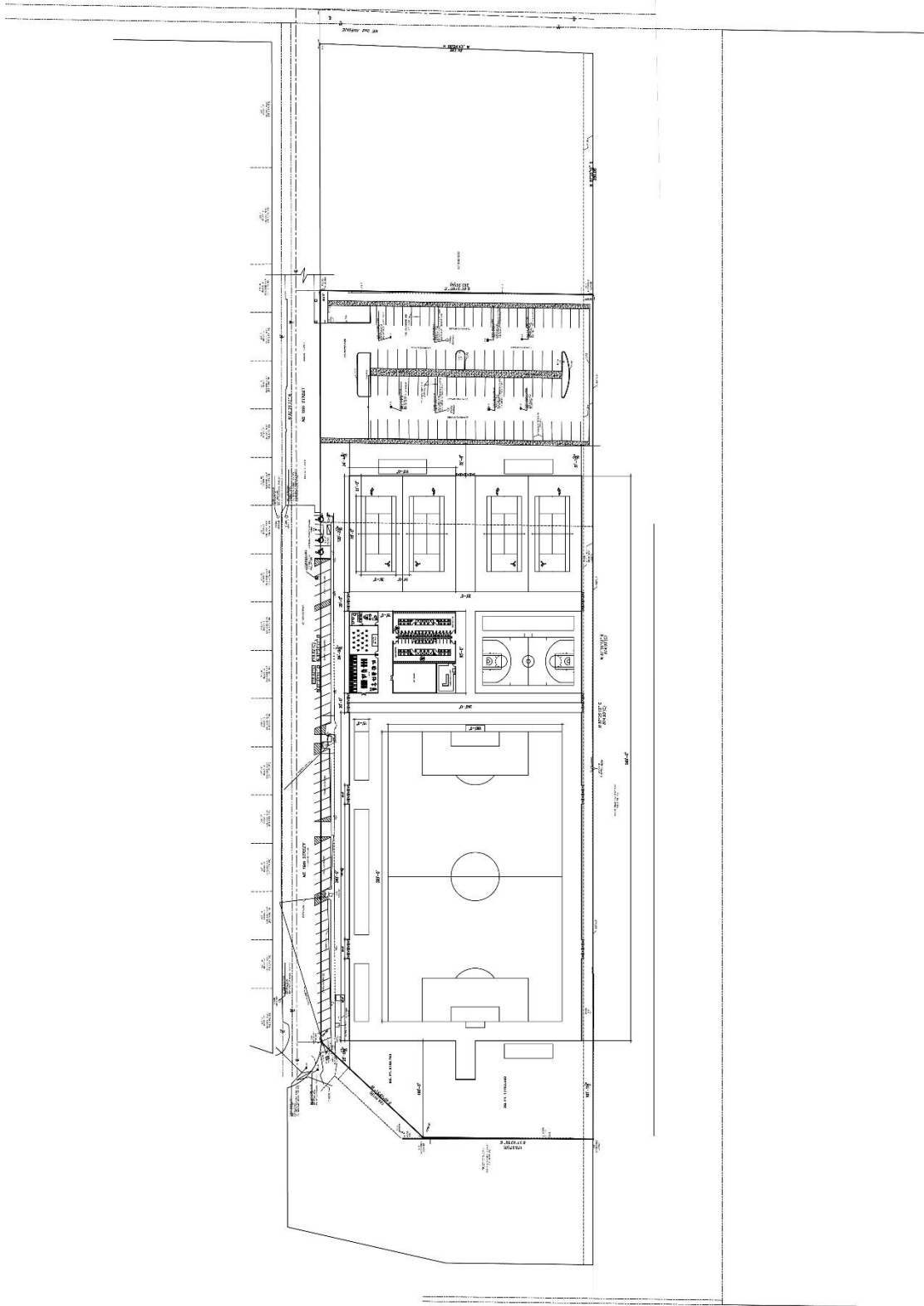
AKA: 150 NE 19 STREET, MIAMI, FLORIDA 33132 (FOLIO NO. 01-3136-000-0020)

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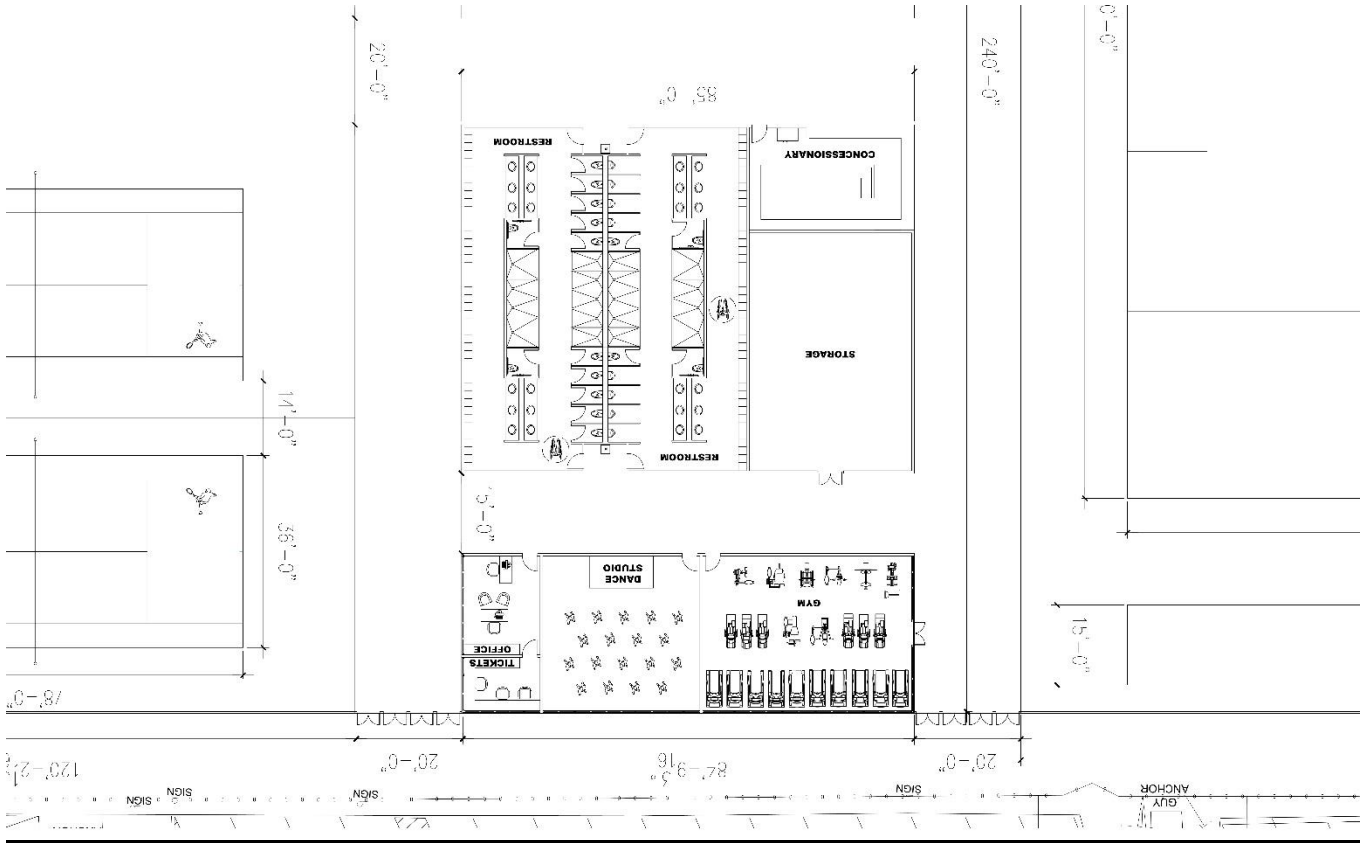


**EXHIBIT "B"**  
**CONCEPT PLANS**











**EXHIBIT “C”  
INSURANCE REQUIREMENTS**

Name of Organization: Perpetual Love L Trust, LLC, a Florida Limited Liability Company

**I. Commercial General Liability**

- A. Limits of Liability
  - Bodily Injury and Property Damage Liability
  - Each Occurrence \$1,000,000
  - General Aggregate Limit \$2,000,000
  - Personal and Adv. Injury \$1,000,000
  - Products/Completed Operations \$1,000,000
  
- B. Covered Exposures and Endorsements.
  - City of Miami included as an additional insured
  - Primary and Non Contributory Endorsement
  - Contingent and Contractual Liability
  - Premises and Operations
  - Sexual Abuse and Molestation Coverage

**II. Business Automobile Liability**

- A. Limits of Liability
  - Bodily Injury and Property Damage Liability
  - Combined Single Limit
  - Any Auto
  - Including Hired, Borrowed or Non-Owned Autos
  - Any One Accident \$300,000
  
- B. Endorsements Required
  - City of Miami included as an additional insured

**III. Worker’s Compensation**

- Limits of Liability
  - Statutory-State of Florida
  - Waiver of Subrogation
  - Employer’s Liability
  
- A. Limits of Liability
  - \$100,000 for bodily injury caused by an accident, each accident
  - \$100,000 for bodily injury caused by disease, each employee
  - \$500,000 for bodily injury caused by disease, policy limit

**IV. Professional/Error’s & Omissions Liability**

Combined Single Limit	
Each Claim	\$250,000
General Aggregate Limit	\$250,000
Retro Date Included	

**V. Accident/Medical Coverage** \$25,000

**The above policies shall provide the City of Miami with written notice of cancellation or material change from the insurer not less than (30) days prior to any such cancellation or material change.**

Companies authorized to do business in the State of Florida, with the following qualifications, shall issue all insurance policies required above:

The company must be rated no less than “A” as to management, and no less than “Class V” as to Financial Strength, by the latest edition of Best’s Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and /or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.

The City reserves the right to amend these requirements at any time in accordance with the request of the City’s Department of Risk Management or successor department.



# City of Miami

## Resolution R-22-0153

City Hall  
3500 Pan American Drive  
Miami, FL 33133  
www.miamigov.com

### Legislation

**File Number: 11785**

**Final Action Date: 4/28/2022**

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), BY A FOUR-FIFTHS (4/5THS) AFFIRMATIVE VOTE, AFTER AN ADVERTISED PUBLIC HEARING, RATIFYING, APPROVING, AND CONFIRMING THE CITY MANAGER'S FINDING, ATTACHED AND INCORPORATED AS ATTACHMENT "A," THAT COMPETITIVE NEGOTIATION METHODS AND PROCEDURES ARE NOT PRACTICABLE OR ADVANTAGEOUS, PURSUANT TO SECTION 18-85(A) OF THE CODE OF THE CITY OF MIAMI, FLORIDA, AS AMENDED; WAIVING THE REQUIREMENTS FOR SAID PROCEDURES; FURTHER AUTHORIZING THE ACCEPTANCE OF A DONATION FROM THE PERPETUAL LOVE L TRUST, LLC OR AN AFFILIATE THEREOF ("CENTNER"), WITH A MINIMUM VALUE OF TEN MILLION DOLLARS (\$10,000,000), IN THE FORM OF A RECREATIONAL FACILITY TO BE CONSTRUCTED ON THE CITY OF MIAMI OWNED PROPERTY LOCATED AT 150 NORTHEAST 19 STREET, MIAMI, FLORIDA KNOWN AS BISCAYNE PARK ("PARK"); FURTHER AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A DONATION AND CONSTRUCTION AGREEMENT WITH CENTNER, IN A FORM ACCEPTABLE TO THE CITY ATTORNEY, PROVIDING FOR CENTNER TO CONSTRUCT ON THE PARK THE RECREATIONAL FACILITY AT CENTNER'S SOLE COST AND EXPENSE; FURTHER AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A REVOCABLE LICENSE AGREEMENT WITH CENTNER, IN A FORM ACCEPTABLE TO THE CITY ATTORNEY, AUTHORIZING FOR CENTNER TO PROVIDE LIMITED PROGRAMMING AT THE PARK AND FOR CENTNER TO PAY FOR ALL MAINTENANCE AND SECURITY EXPENSES AT THE RECREATIONAL FACILITY AT CENTNER'S SOLE COST AND EXPENSE, AUTHORIZING CENTNER TO OPERATE CONCESSIONS WITHIN THE RECREATIONAL FACILITY AND, PROVIDING THAT FIFTY PERCENT (50%) OF ALL REVENUES GENERATED BY CENTNER SHALL BE PAID TO THE CITY, WITH THE REMAINING AMOUNT TO BE UTILIZED BY CENTNER FOR THE COST OF MAINTENANCE, OPERATIONS, AND SECURITY AT THE PARK, FOR A TERM OF TEN (10) YEARS; FURTHER AUTHORIZING AND DIRECTING THE CITY MANAGER TO TERMINATE THE EXISTING REVOCABLE LICENSE AGREEMENT WITH THE PEOPLE UNITED TO LEAD THE STRUGGLE FOR EQUALITY, INC. ON THE PARK; FURTHER AUTHORIZING AND DIRECTING THE CITY MANAGER TO TERMINATE OR AMEND THE EXISTING REVOCABLE LICENSE AGREEMENT WITH TEMPLE ISRAEL OF GREATER MIAMI, INC. AS NECESSARY TO PERMIT THE DEVELOPMENT OF THE FACILITY ON THE PARK; FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL OTHER NECESSARY DOCUMENTS, ALL IN FORMS ACCEPTABLE TO THE CITY ATTORNEY, IN ORDER TO IMPLEMENT THE ACCEPTANCE OF SAID DONATION AND IMPLEMENTATION OF THE DONATION AND CONSTRUCTION AGREEMENT AND REVOCABLE LICENSE AGREEMENT.



**SPONSOR(S): Commissioner Alex Diaz de la Portilla**

WHEREAS, the City of Miami's ("City") owns the property located at 150 Northeast 19<sup>th</sup> Street, Miami, Florida, known as Biscayne Park ("Park"); and

WHEREAS, on October 22, 2020 the City Commission passed Resolution No. R-20-0352 directing the City Manager to negotiate with the David and Leila Centner Family Foundation Inc. for the potential donation of ten million dollars (\$10,000,000) to invest in park space in the City of Miami ("Resolution"); and

WHEREAS, such Resolution further required the negotiations to include public input including input from the School Board of Miami-Dade County and the OMNI Community Redevelopment Agency; and

WHEREAS, the City wishes to permit the development of a state of the art recreational facility ("Facility") at the Park and accept the donation thereof, which shall have a value of at least ten million dollars (\$10,000,000); and

WHEREAS, on April 5, 2022, the City held a public meeting at the Centner Academy to obtain public feedback on the proposed Facility, including input from representatives of the School Board of Miami-Dade County and the OMNI Community Redevelopment Agency; and

WHEREAS, the City desires to enter into a Donation and Construction Agreement for Centner to access and construct upon the Park to develop the Facility by The Perpetual Love L Trust, LLC or an affiliate of the David and Leila Centner Family Foundation Inc. ("Centner") at Centner's sole cost and expense and donate the same to the City; and

WHEREAS, the City further desires to enter into a Revocable License Agreement authorizing for Centner to provide limited programming at the Park, to pay for all maintenance and security expenses at the recreational facility at Centner's sole cost and expense, authorizing Centner to operate concessions within the recreational facility and, providing that fifty percent (50%) of all revenues generated by Centner shall be paid to the City, with the remaining amount to be utilized by Centner for the cost of maintenance, operations, and security at the Park, for a term of ten (10) years; and

WHEREAS, the City has an existing Revocable License Agreement dated March 19, 1996 with the People United to Lead the Struggle for Equality, Inc. on the Park, which is terminable at will by the City with thirty (30) days' notice ("PULSE License"); and

WHEREAS, the Licensee under the PULSE License has not been active on the site for a significant amount time and the development of the Facility will require the termination of the PULSE License; and

WHEREAS, the City also has an existing Revocable License Agreement dated August 23, 2002 with Temple Israel of Greater Miami, Inc. on the Park, which is terminable at will by the City with thirty (30) days' notice ("Temple License"); and

WHEREAS, the development of the Facility will require the use of a portion of the land subject to the Temple License; and

WHEREAS, the City wishes to terminate the PULSE License and either partially terminate or amend the Temple License in order to facilitate the development of the Facility; and

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble of this Resolution are adopted by reference incorporated as if fully set forth in this section.

Section 2. The City Manager is authorized<sup>1</sup> to accept a donation from Centner, with a minimum value of ten million dollars (\$10,000,000), in the form of a recreational facility to be constructed upon the Park.

Section 3. By a four-fifths (4/5ths) affirmative vote, after an advertised public hearing, the City Manager's recommendation and finding, attached and incorporated as Exhibit "A," that competitive negotiation methods and procedures are not practicable or advantageous to the City pursuant to Section 18-85(a) of the Code of the City of Miami, Florida, is ratified, approved, and confirmed, the requirements for said procedures are waived, and the City Manager's recommendations and finding, attached and incorporated as Exhibit "A," that Centner is the most qualified organization to provide the herein described services, is approved.

Section 4. The City Manager is further authorized<sup>1</sup> negotiate and execute a Donation and Construction Agreement, in a form acceptable to the City Attorney, with Centner, providing for Centner to access and construct upon the Park a recreational facility at Centner's sole cost and expense.

Section 5. The City Manager is further authorized<sup>1</sup> to negotiate and execute a Revocable License Agreement, in a form acceptable to the City Attorney, with Centner, providing for Centner to provide limited programming at the Park, to pay for all maintenance and security expenses at the recreational facility at Centner's sole cost and expense, authorizing Centner to operate concessions within the recreational facility and, providing that fifty percent (50%) of all revenues generated by Centner shall be paid to the City, with the remaining amount to be utilized by Centner for the cost of maintenance, operations, and security at the Park, for a term of ten (10) years.

Section 6. The City Manager is further authorized<sup>1</sup> and directed to terminate the PULSE License.

Section 7. The City Manager is further authorized<sup>1</sup> and directed to terminate or amend the Temple License as necessary to permit the development of the Facility on the Park.

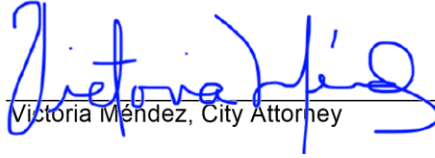
Section 8. The City Manager is further authorized<sup>1</sup> to execute any and all other necessary documents, all in forms acceptable to the City Attorney, including, without limitation, a termination and/or amendment of all existing license agreements within the Park, in order to implement the acceptance of said donation and implementation of the Donation and Construction Agreement and Revocable License Agreement.

Section 9. This Resolution shall become effective immediately upon its adoption and signature of the Mayor.<sup>2</sup>

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<sup>1</sup> The herein authorization is further subject to compliance with all legal requirements that may be imposed, including but not limited to those prescribed by applicable City Charter and City Code provisions.

APPROVED AS TO FORM AND CORRECTNESS:

  
Victoria Méndez, City Attorney 5/4/2022

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<sup>2</sup> If the Mayor does not sign this Resolution, it shall become effective at the end of ten (10) calendar days from the date it was passed and adopted. If the Mayor vetoes this Resolution, it shall become effective immediately upon override of the veto by the City Commission.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Foreign Limited Liability Company  
PERPETUAL LOVE L TRUST, LLC

### Filing Information

**Document Number** M18000008674  
**FEI/EIN Number** 83-2661686  
**Date Filed** 09/20/2018  
**State** DE  
**Status** ACTIVE

### Principal Address

3921 ALTON RD, #465  
MIAMI BEACH, FL 33140

### Mailing Address

3921 ALTON RD, #465  
MIAMI BEACH, FL 33140

### Registered Agent Name & Address

CORPORATION SERVICE COMPANY  
1201 HAYS STREET  
TALLAHASSEE, FL 32301-2525

### Authorized Person(s) Detail

#### **Name & Address**

Title P

MANDEL, JAMIE B, ESQ  
3921 ALTON RD, #465  
MIAMI BEACH, FL 33140

Title Manager

DLC Capital Management  
3921 ALTON RD, #465  
MIAMI BEACH, FL 33140

### Annual Reports

Report Year	Filed Date
2020	06/19/2020

2021 04/15/2021  
2022 04/11/2022

**Document Images**

<a href="#">04/11/2022 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/15/2021 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">06/19/2020 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/22/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">09/20/2018 -- Foreign Limited</a>	<a href="#">View image in PDF format</a>