

**Item # 73**  
**EXHIBIT 2**

**ADDITIONAL MATERIAL**  
**10:00 a.m. Regular Meeting**  
**JUNE 6, 2017**

**SUBMITTED AT THE REQUEST OF**  
**COUNTY ADMINISTRATION**




BERTHA W. HENRY, County Administrator

115 S. Andrews Avenue, Room 409 • Fort Lauderdale, Florida 33301 • 954-357-7362 • FAX 954-357-7360

## MEMORANDUM

June 2, 2017

To: Mayor and Board of County Commissioners

From: Bertha Henry, County Administrator 

Re: Agenda Item No. 73 on June 6, 2017 - Agreement for Promotion and Management of Cricket at Central Broward Regional Park

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The referenced agreement for this item was not printed and included as an exhibit due to the on-going negotiation and finalization of the agreement terms. Negotiations for the agreement were not concluded until late afternoon on June 1, 2017 and the contract language was not finalized until after 5:30 p.m. Accordingly, the attached exhibit was not available at the time of printing the Board meeting agenda.

/BH  
attachment

c: Joni Armstrong Coffey, County Attorney  
Kathie-Ann Ulett, Acting County Auditor  
Monica Cepero, Assistant County Administrator  
George Tablack, CPA, Chief Financial Officer  
Dan West, Director, Parks and Recreation Division  
Namita Uppal, Chief Negotiator, Finance and Administrative Services Department  
Sharon Thorsen, Senior Assistant County Attorney, County Attorney's Officer



**AGREEMENT BETWEEN BROWARD COUNTY AND WORLDWIDE SPORTS MANAGEMENT GROUP, LLC FOR PROMOTION AND MANAGEMENT OF INTERNATIONAL CRICKET EVENTS AND MAJOR CRICKET EVENTS AT THE CENTRAL BROWARD REGIONAL PARK**

This is an Agreement ("Agreement"), made and entered into by and between Broward County, a political subdivision of the State of Florida ("County") and Worldwide Sports Management Group, LLC, a Florida limited liability company ("Worldwide") (collectively referred to as the "Parties").

WHEREAS, the Central Broward Regional Park and Stadium ("Park") is a designated regional park containing amenities which provide opportunities for the pursuit of outdoor leisure, athletic, or recreation activities, including a main event field and stadium, field house, multipurpose fields, netball courts, tennis courts, basketball courts, a water playground, instruction pool, paddleboats, picnic shelters, pavilions, nature trail, and playgrounds; and

WHEREAS, the main event field and stadium with 5,000 covered seats and the ability to accommodate approximately 10,000 additional spectators, provides a venue capable of hosting a variety of local, national, and international sporting events; and

WHEREAS, the main event field and stadium have been certified by the International Cricket Council ("ICC") for international cricket play; and

WHEREAS, both participation in and observation of competitive sports provide an important park purpose by encouraging the residents and visitors to visit the Park and familiarize themselves with the outdoor leisure, athletic, and recreational opportunities and amenities available at the Park and throughout the Broward County Park System; and

WHEREAS, both participation in and observation of competitive sporting events provide instruction in the importance of perseverance, practice and preparation, team work, accountability, trust, and fair play; and

WHEREAS, promotion of the Park as a venue for international and national cricket will assist in education about and development of a broad based interest in the sport of cricket; and

WHEREAS, Worldwide approached County with a proposal to promote the main field and stadium for international and major cricket tournaments; and

WHEREAS, the Board of County Commissioners, following a presentation by Worldwide, waived the Broward County Procurement Code to authorize the negotiation of an agreement with Worldwide to promote cricket while at the same time preserving and protecting the use of the Park for the pursuit of outdoor leisure, athletic, and recreational activities; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

## ARTICLE 1. DEFINITIONS

- 1.1 **Anchor Team.** A Caribbean Premier League (CPL) team franchise or other league team franchise that is sanctioned and recognized by the ICC, that is majority owned by Worldwide, or its wholly owned subsidiary, and designates the Park as its home field.
- 1.2 **Annual Performance Guarantee.** The minimum number of International Cricket Events and the minimum number of spectators in attendance at Events occurring in the Stadium in each Contract Year.
- 1.3 **Board.** The Board of County Commissioners of Broward County, Florida.
- 1.4 **Concession Services.** The goods and services for sale at Concession Service Areas in the Park including, but not limited to, food and beverages, sundries, and souvenirs.
- 1.5 **Concession Service Areas.** The areas in the Park designated by County for the provision of Concession Services by Worldwide.
- 1.6 **Confirmation.** Stadium confirmation shall occur upon the submission of an application for a Broward County Parks and Recreation Division Park Permit by Worldwide.
- 1.7 **Contract Administrator.** The Director of the Parks and Recreation Division or designee.
- 1.8 **Contract Year.** The period beginning on the Effective Date and ending on the first anniversary thereof (Contract Year 1), and each succeeding twelve (12) month period thereafter during the term of this Agreement (referred to as Contract Year 2, Contract Year 3, etc.).
- 1.9 **County Administrator.** The administrative head of County appointed by the Board.
- 1.10 **County Attorney.** The chief legal counsel for County appointed by the Board.
- 1.11 **Division.** The Broward County Parks and Recreation Division.
- 1.12 **Effective Date.** The date this Agreement is fully executed by the Parties.
- 1.13 **Event.** The International Cricket or Major Cricket Events occurring in the Stadium including County authorized Set-Up Days and Take-Down Days.
- 1.14 **Event Day.** A day in which an International Cricket Event is played in the Stadium. An Event Day does not include Set-Up, Take-Down, or practice days.
- 1.15 **Event Property.** The portion of Park property that is authorized for use by Worldwide for

an Event as established in a park permit.

- 1.16 **Full Members**. The governing bodies for professional cricket in a country recognized by the ICC, or nations associated for cricket purposes, or a geographical area from which representative teams are qualified to play one day international matches or Twenty 20 Internationals. The current full members are Australia, Bangladesh, England, India, New Zealand, Pakistan, South Africa, Sri Lanka, West Indies, and Zimbabwe.
- 1.17 **International Cricket Council (ICC)**. The global governing body for professional cricket. The ICC regulates and administers the ICC Code of Conduct, playing conditions, the Decision Review System and other ICC regulations. The ICC includes Full Members and Members.
- 1.18 **International Cricket Events**. Internationally televised or live streamed cricket games that are sanctioned by ICC and that are played between any of its Full Members, and all Twenty 20 Internationals that are sanctioned by ICC or any Full member of ICC at the Stadium.
- 1.19 **Major Cricket Events**. Cricket games with an anticipated spectator attendance of not fewer than One Thousand (1,000) persons at the Stadium.
- 1.20 **Notice of Availability and Notice of No Availability**. A written notice from County informing Worldwide whether or not the Stadium is available for Events on specific dates.
- 1.21 **Notice To Proceed**. A written authorization to proceed with a Stadium-related Capital Improvement issued by the Contract Administrator.
- 1.22 **Other Park Amenities**. The multipurpose fields, netball courts, tennis courts, basketball courts, water playground, instruction pool, paddleboats, picnic shelters, pavilions, nature trail, and playgrounds located at the Park.
- 1.23 **Outer Park Buyout**. The payment of Broward County Parks System fees for the rental of the nine shelters and four multipurpose fields located in the Park.
- 1.24 **Park**. Central Broward Regional Park and Stadium located at 3700 N.W. 11 Place, Lauderhill, Florida.
- 1.25 **Park Purposes**. The preservation of Broward County park property for the pursuit of outdoor leisure, athletic, or recreational activities as provided in Section 8.13, Charter of Broward County, Florida.
- 1.26 **Performance Guarantee**. The annual performance measures that Worldwide must meet in each Contract Year.

- 1.27 **Set-Up Days**. The closing of the Stadium to allow for the set-up of bleachers, large tents, field boards, camera stands, sight screens, and any other amenities required or desired to accommodate the Event.
- 1.28 **Services**. All work required by Worldwide under this Agreement, including without limitation all deliverables, Event management and promotion activities, or other services specified in this Agreement and Exhibit A.
- 1.29 **Stadium**. The multipurpose, lighted field, 560 feet in diameter, with 5,000 covered seats, and the field house located within the Park.
- 1.30 **Stadium-related Contributions**. The monetary contributions that Worldwide is required to provide to County for the purchase of Stadium-related items pursuant to the terms of this Agreement.
- 1.31 **Stadium-related Capital Improvements**. The property enhancements that Worldwide is required to provide pursuant to the terms of this Agreement.
- 1.32 **Stadium-related Equipment**. The purchase of equipment required by a time certain in this Agreement to enhance cricket matches. All Stadium-related Equipment purchases shall become the property of County.
- 1.33 **Subconsultant** or **Subcontractor**. A firm, partnership, corporation, independent contractor (including 1099 individuals), or combination thereof providing services to Worldwide for all or any portion of Worldwide's obligations arising from, relating to, or in connection with this Agreement. The term "Subconsultant" shall include all "Subcontractors" and the term "Subcontractor" shall include all "Subconsultants."
- 1.34 **Twenty 20 International or T20 International**. A form of cricket played between two of the members of the ICC, in which each team faces 20 overs.
- 1.35 **Take-Down Days**. The closing of the Stadium to allow for the take-down of bleachers, large tents, field boards, camera stands, sight screens, and any other amenities required or desired to accommodate the Event.
- 1.36 **Water Park Buyout**. The advance payment of Broward County Parks System fees for the maximum number of entries to the Tropical Splash Water Park.

## ARTICLE 2. SCOPE OF SERVICES

2.1 Worldwide shall perform all work identified in this Agreement including without limitation Exhibit A. The Scope of Services stated in this Agreement is a description of Worldwide's obligations and responsibilities and is deemed to include preliminary considerations

and prerequisites, and any labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by Worldwide impractical, illogical, or unconscionable.

2.2 Worldwide shall complete the purchase of Stadium-related Equipment, provide the Stadium-related Contributions, and complete the Stadium-related Capital Improvements in accordance with the requirements of Exhibit A.

2.3 Worldwide acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement except as expressly set forth in this Agreement.

### **ARTICLE 3. TERM AND TIME OF PERFORMANCE**

3.1 The term of this Agreement shall begin on the date it is fully executed by the Parties ("Effective Date") and shall end five (5) years from that date. This Agreement shall be automatically extended for up to two (2) additional five (5) year periods unless Worldwide provides notice to County one hundred eighty (180) calendar days prior to the end of the then current term of its intent not to extend this Agreement, or Worldwide has failed to satisfactorily remedy a breach consistent with the terms of this Agreement, or if this Agreement is sooner terminated as permitted hereunder.

3.2 Unless otherwise agreed by the Parties in writing, all duties, obligations, and responsibilities of Worldwide required by this Agreement shall be completed no later than the dates established herein. Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

### **ARTICLE 4. ANNUAL GUARANTEE AND FEES**

#### **ANNUAL GUARANTEE**

4.1 Worldwide shall pay to County an annual guaranteed sum ("Annual Guarantee") of One Hundred Fifty One Thousand Eight Hundred and Thirty Dollars (\$151,830) per year for the right to promote and manage International Cricket Events and Major Cricket Events in the Stadium. The Annual Guarantee shall be paid in twelve (12) monthly installments ("Monthly Annual Guarantee") of Twelve Thousand Six Hundred Fifty-two Dollars and Fifty cents (\$12,652.50). The Annual Guarantee shall entitle Worldwide to the promotion and management rights for International Cricket Events and Major Cricket Events in the Stadium in accordance with this Agreement and shall include payment for Stadium reservation, pitch preparation, upstairs field house VIP area, second floor meeting room in Stadium fieldhouse, Presidential Viewing Box, concessions sales fee, alcohol sales fee, and Outer Park Buyout for up to a total of nine (9) calendar days of International Cricket Events, Major Cricket Events, or Anchor Team home games per year or a combination thereof. The Annual Guarantee shall not include the payment for any other Park amenities not specifically set forth above nor shall it include the other fees set forth

in Section 4.5 below.

4.2 The Monthly Annual Guarantee shall be due and payable by Worldwide no later than the first day of each month without billing by County at the address listed in the "Notices" section. If the Monthly Annual Guarantee payment is not received by County by the fifth (5<sup>th</sup>) day of the month in which it is due, beginning on the sixth day (6<sup>th</sup>), a late fee in the amount of One Hundred Dollars (\$100) per day shall accrue until the Monthly Annual Guarantee is received by County. The payment of a late fee shall not prohibit County from exercising its right to terminate as set forth in Article 7 of this Agreement. In the event that the effective date of this Agreement falls on a day other than the first day of the month, the first Monthly Annual Guarantee shall be prorated accordingly.

4.3 The Annual Guarantee is derived from the Broward County Parks System Fee Schedule as currently set forth in Chapter 37, Part IV of the Broward County Administrative Code and is premised on a Tri-County Area permit fee for any event with anticipated attendance between 5,001 and 10,000 (for the Annual Guarantee calculation only) and the following additional fees (collectively "Components of Daily Base Fee"): Stadium reservation, pitch preparation, upstairs fieldhouse VIP area, second floor meeting room in Stadium fieldhouse, Presidential Viewing Box, concessions sales fee, alcohol sales fee, and Outer Park Buyout ("Daily Base Fee"). Following the completion of Contract Year 1 and each Contract Year thereafter, the Annual Guarantee and the fees listed in Section 4.5 below shall be subject to adjustment based upon the last yearly percentage increase or decrease in the Consumer Price Index for All Urban Consumers (CPI-U), Miami-Fort-Lauderdale. An adjustment shall not exceed three percent (3%) in any Contract Year. The yearly increase or decrease in the CPI-U shall be calculated using the Index published and available for the previous twelve (12) month period. Any adjustment to the Annual Guarantee shall be effective on the first day of the month of each new Contract Year.

#### FEES ADDITIONAL TO THE ANNUAL GUARANTEE

4.4 In the event that, in accordance with this Agreement, Worldwide shall schedule either International Cricket Events or Major Cricket Events in excess of a combined total of nine (9) calendar days in any Contract Year, Worldwide shall pay to County the current Daily Base Fee for each International Cricket Event or Major Cricket Event scheduled in the Stadium; provided, however that the Non-Tri-County Area permit fee shall be based upon anticipated attendance. Additionally, Worldwide shall pay the fees set forth in Section 4.5 below.

4.5 For each International Cricket Event or Major Cricket Event scheduled at the Stadium, Worldwide shall pay the following fees:

Gate admission charge of \$1.50 per person,  
Stadium lighting charges, \$200 per hour,  
Additional Stadium hours over eight (8) hours per day charged at the prorated rate,



Park Curator's overtime hours (\$45.00),  
County approved Stadium practice days at the rate of \$1,000 (up to eight (8) hours),  
County approved Set-Up Days and Take-Down Days at the rate of \$1,000 per day,  
Stadium Closure to protect field at the rate of \$1,000 per day (up to eight (8) hours), and  
Water Park Buy Out (if necessary) and

4.6 In the event Worldwide requests any services not addressed in Sections 4.3 and 4.5 above, Worldwide shall pay the then current Park System Fee(s) established in the Broward County Parks System fee schedule.

4.7 In addition to the above fees, Worldwide shall provide, at its sole cost and expense, an international level professional approved curator to work in coordination with the Park's curator at all International Cricket events. The professional approved curator shall be approved by the Contract Administrator.

#### **ARTICLE 5. INDEMNIFICATION**

Worldwide shall at all times hereafter indemnify, hold harmless and defend County and all of County's current, former, and future officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorneys' fees, court costs, and expenses (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Agreement, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless or negligent act or omission of Worldwide, its current or former officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement. In the event any Claim is brought against the Indemnified Party, Worldwide shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due Worldwide under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

#### **ARTICLE 6. INSURANCE**

6.1 For purposes of this article, the term "County" shall include Broward County and its current, former, and future officers, agents, servants, and employees.

6.2 Worldwide shall maintain, at its sole expense during the term of this Agreement, at least the minimum limits of insurance coverage designated in:

- i. Exhibit "B" during all Events, and

- ii. Exhibit "B-1" during all periods Worldwide is performing any contractual obligation in or upon Park property.

(inclusive of any amount provided by an umbrella or excess policy) in accordance with the terms and conditions stated in this article. All required insurance shall apply on a primary basis, and shall not require contribution from, any other insurance or self-insurance maintained by County. Any insurance, or self-insurance, maintained by County shall be in excess of, and shall not contribute to, the insurance provided by Worldwide. If Worldwide uses a subcontractor or vendor in connection with an Event or to perform any contractual obligations in or upon Park property, Worldwide shall require each subcontractor or vendor to obtain and maintain coverage of, at least, One Million Dollars per policy and name "Broward County" as an additional insured on the subcontractor's or vendor's Commercial General Liability, Workers' Compensation, Business Automobile Liability, and Excess/Umbrella policies.

6.3 Insurers providing the insurance required by this Agreement must either be: (1) authorized by a current certificate of authority issued by the State of Florida to transact insurance in the State of Florida, or (2) except with respect to coverage for the liability imposed by the Florida Workers' Compensation Act, an eligible surplus lines insurer under Florida law. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a minimum A. M. Best Company Rating of "A-" and a minimum Financial Size Category of "VII." To the extent insurance requirements are designated in Exhibit "B," or Exhibit "B-1" the applicable policies shall comply with the following:

6.3.1 Commercial General Liability Insurance. Policy shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), with the exception of endorsements specifically required by ISO or the State of Florida, and liability arising out of:

- Mold, fungus, or bacteria
- Terrorism
- Silica, asbestos or lead
- Sexual molestation
- Architects and engineers professional liability, unless coverage for professional liability is specifically required by this Agreement.

The policy (and any excess or umbrella policy) shall include Liquor Liability coverage for all "bodily injury" or "property damage" arising out of the selling, serving or furnishing of alcoholic beverages. County shall be included on the policy (and any excess or umbrella policy) as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners, Lessees, or Contractor). The policy (and any excess or umbrella policy) must be endorsed to waive the insurer's right to subrogate against County.

6.3.2 Business Automobile Liability Insurance. Policy shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of work under this Agreement. County shall be included on the policy (and any excess or umbrella policy) as an "Additional Insured." The policy (and any excess or umbrella policy) must be endorsed to waive the insurer's right to subrogate against County.

6.3.3 Workers' Compensation/Employer's Liability Insurance. Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), with the exception of endorsements required by NCCI or the State of Florida. The policy must be endorsed to waive the insurer's right to subrogate against County in the manner which would result from the attachment of the NCCI form "Waiver of our Right to Recover from Others Endorsement" (Advisory Form WC 00 03 13) with County scheduled thereon. Where appropriate, coverage shall be included for any applicable Federal or State employer's liability laws including, but not limited to, the Federal Employer's Liability Act, the Jones Act, and the Longshoreman and Harbor Workers' Compensation Act.

6.4 Worldwide shall provide to County satisfactory evidence of the insurance required in this Agreement. With respect to the Workers' Compensation/Employer's Liability Insurance, Professional Liability, and Business Automobile Liability Insurance, an appropriate Certificate of Insurance identifying the project and signed by an authorized representative of the insurer shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, an appropriate Certificate of Insurance identifying this Agreement, signed by an authorized representative of the insurer, and copies of the actual additional insured endorsements as issued on the policy(ies) shall be satisfactory evidence of such insurance.

6.5 Coverage is not to cease and is to remain in force until County determines that all performance required of Worldwide is completed. If any of the insurance coverage will expire prior to the completion of the Services, proof of insurance renewal shall be provided to County prior to the policy's expiration.

6.6 Worldwide shall provide County thirty (30) days' advance notice of any cancellation of the policy except in cases of cancellation for non-payment for which County shall be given ten (10) days advance notice.

6.7 Worldwide shall provide, within thirty (30) days after receipt of a written request from County, a copy of the policies providing the coverage required by this Agreement. Worldwide may redact portions of the policies that are not relevant to the insurance required by this Agreement.

6.8 County and Worldwide, each for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required hereunder, waive all rights against the other party and any of the other party's contractors, subcontractors, agents, and employees for damages or loss to the extent covered and paid for by any insurance maintained by the other party.

6.9 If Worldwide uses a Subcontractor, Worldwide shall require each Subcontractor to endorse County as an "Additional Insured" on the Subcontractor's Commercial General Liability policy.

#### **ARTICLE 7. TERMINATION**

7.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within thirty (30) days after receipt of written notice from the aggrieved party identifying the breach. Termination for cause by County shall require Board approval. This Agreement may also be terminated for convenience by County, as described in Section 7.3. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall, at County's sole election, be deemed a termination for convenience, which shall be effective ninety (90) days after such notice of termination for cause is provided.

7.2 This Agreement may be terminated for cause for reasons including, but not limited to, Worldwide's failure to meet any of the Annual Performance Guarantees, failure to pay the Annual Guarantee, the Monthly Guarantee, or any other sums payable to County hereunder, failure to provide or maintain the Letter of Credit, failure to provide or maintain the Escrow Agreement and Escrow Account, failure to comply with any of the Stadium-related Equipment purchases, Stadium-related Capital Improvements, or Stadium-related Contributions within the required time periods, failure to obtain and maintain Payment and Performance Bonds for Stadium-related Capital Improvements, failure to observe or suitably perform any of the other material provisions hereof, or failure to continuously perform in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. This Agreement may also be terminated for cause if Worldwide is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or if Worldwide provides a false certification submitted pursuant to Section 287.135, Florida Statutes.

7.3 County, following authorization by the Board, shall have the right to terminate this Agreement for convenience upon a minimum of six (6) months written notice to Worldwide. This time period may be extended up to an additional ninety (90) days, at the Contract Administrator's sole discretion, if Worldwide delivers a written request to the Contract Administrator for an extension within sixty (60) calendar days from receipt of the initial notice. Worldwide's written

extension request shall set forth in detail the reason for the request and include any relevant documentation to justify its request. In the event County terminates this Agreement for convenience, within ninety (90) calendar days following the effective date of termination, County shall pay Worldwide the amount expended by Worldwide for Approved Stadium-related Capital Improvements located in the Park during the term of this Agreement minus an annual twenty percent (20%) depreciation for each Approved Stadium-related Capital Improvement. For purposes of this section, an "Approved Stadium-related Capital Improvement" shall mean a Stadium-related Capital Improvement that complies in all respects with the Final Completion provisions established in Exhibit "A."

7.4 Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "Notices" section of this Agreement.

7.5 Worldwide acknowledges that it has received good, valuable and sufficient consideration from County, the receipt and adequacy of which are hereby acknowledged by Worldwide, for County's right to terminate this Agreement for convenience.

#### **ARTICLE 8. EQUAL EMPLOYMENT OPPORTUNITY**

No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Failure by Worldwide to carry out any of the requirements of this Section shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or to exercise any other remedy provided under this Agreement, Broward County Code of Ordinances, Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

Although no CBE goal has been established for this Agreement under County's CBE Program, as established by the Broward County Business Opportunity Act of 2012, Section 1-81, Broward County Code of Ordinances, County encourages Worldwide to give full consideration to the use of CBE firms to perform work under this Agreement.

#### **ARTICLE 9. STADIUM BOOKINGS**

9.1 Within five (5) days after the Effective Date of this Agreement, and within five (5) days after the onset of each subsequent Contract Year, County shall provide Worldwide with an event calendar of all events booked at the Park for that Contract Year ("Event Calendar"). Worldwide shall use the Event Calendar to schedule International Cricket Events and Major Cricket Events at the Stadium for the applicable Contract Year.

9.2 International Cricket Events. Worldwide may provide County with requested dates for up to five (5) International Cricket Events per Contract Year, for a combined total of up to nine (9) Event Days ("Requested Dates").

9.2.1 If the Stadium is available on the Requested Dates, County shall block the Requested Dates and shall not accept requests from the public to schedule any events in the Stadium on those dates ("Blocked Stadium Dates"), subject to the following:

9.2.1.1 Worldwide must submit Confirmation of Blocked Stadium Dates not less than ninety (90) calendar days prior to the event or the Blocked Stadium Dates will be released by County to the public for scheduling.

9.2.1.2 Until County is in receipt of Confirmation from Worldwide for the Blocked Stadium Dates, County will continue to allow the public to reserve shelters during any Blocked Stadium Dates. The Parties shall comply with the procedures and obligations under Sections 9.2.2 for Shelter Reservations in the event Shelters are reserved prior to County's receipt of a Confirmation from Worldwide.

9.2.1.3 Following submission by Worldwide of up to five (5) Requested Dates, in the event Worldwide submits a request for another International Cricket Event, one of the previous Blocked Stadium Dates shall be released by County and returned to the Stadium rental pool for scheduling by the public. Worldwide will be provided the option to determine which Blocked Stadium Dates will be released.

9.2.2 In the event the Requested Dates conflict with any previously scheduled Stadium event ("PSS Event") or a reserved shelter ("Shelter Reservation"), County will contact the PSS Event holder or Shelter Reservation holder in an attempt to reschedule the PSS Event or Shelter Reservation in accordance with the provisions set forth herein.

PSS Events.

9.2.2.1 In the event the PSS Event holder is willing to reschedule its event, Worldwide shall pay to County all fees that were due to County from the PSS Event holder ("Rescheduling Fee"). Worldwide shall pay the Rescheduling Fee to County within fourteen (14) calendar days of receipt of Notice of Availability.

9.2.2.2 In the event the PSS Event holder opts to cancel its event, as opposed to rescheduling, Worldwide shall pay County all fees that were due to County from the PSS Event holder and shall pay the Park admission fee for the PSS Event's anticipated attendance ("Cancellation Fee"). Worldwide shall pay the Cancellation Fee to County within fourteen (14) calendar days of receipt of Notice of Availability.

9.2.2.3 In the event the PSS Event holder is not willing to reschedule its event, County will provide a Notice of No Availability informing Worldwide that the Stadium is not available and the PSS Event will remain as scheduled.

Shelter Reservations.

9.2.2.4 In the event the Shelter Reservation holder is willing to reschedule its Shelter Reservation, Worldwide shall pay County the costs of a Shelter Reservation for the rescheduled date ("Rescheduled Shelter Fee"). Worldwide shall pay the Rescheduled Shelter Fee within fourteen (14) calendar days of receipt of Notice of Availability.

9.2.2.5 In the event the Shelter Reservation holder opts to cancel its rental, as opposed to rescheduling, Worldwide shall pay County all fees that were due to County from the Shelter Reservation holder and shall pay the Park admission fee for the Shelter Reservation's anticipated attendance ("Cancellation Fee"). Worldwide shall pay the Cancellation Fee to County within fourteen (14) calendar days of receipt of Notice of Availability.

9.2.2.6 In the event the Shelter Reservation holder is unwilling to reschedule its Shelter Reservation, the Shelter Reservation will remain as scheduled and Worldwide shall take all necessary actions to ensure that the International Cricket Event shall not interfere with the Shelter Reservation, and the Shelter Reservation holder shall not be subject to any parking fees charged by Worldwide for the International Cricket Event.

9.2.3 Worldwide agrees to be responsible for the payment of the applicable Rescheduling Fee, Cancellation Fee, or Rescheduled Shelter Fee upon its submission of any Requested Dates which conflict with any PSS Event or Shelter Reservation. The failure of any International Cricket Events to actually occur on the Requested Dates shall not relieve Worldwide of its obligation to pay the applicable Rescheduling Fee, Cancellation Fee, or Rescheduled Shelter Fee.

9.2.4 Notice of Availability or Notice of No Availability.

- iii. Ninety (90) Calendar Days or less:

In the event the Requested Dates provided to County by Worldwide are less than ninety (90) calendar days from the Event, County shall provide the Notice of Availability or Notice of No Availability within three (3) business days of receipt of Worldwide's Requested Dates. In the event the Stadium is available, Worldwide shall be granted Stadium Blocked Dates. Confirmation from Worldwide must be received by County within three (3) business days of

issuance of the Notice of Availability or the Blocked Stadium Dates will be released by County to the public for scheduling.

iv. More than Ninety (90) Calendar Days:

In the event the Requested Dates provided to County by Worldwide are more than ninety (90) calendar days from the Event, County shall provide the Notice of Availability or Notice of No Availability within five (5) business days of receipt of Worldwide's Requested Dates. In the event that the Stadium is available, Worldwide shall be granted Stadium Blocked Dates. A Confirmation from Worldwide must be received by County not less than ninety (90) calendar days prior to the Event or the Blocked Stadium Dates will be released by County to the public for scheduling.

9.3 Major Cricket Events. Worldwide shall provide County with desired dates for Major Cricket Events. Major Cricket Events shall be subject to the availability of the Stadium and the procedures in Section 9.2 shall not apply. County shall block the Major Cricket Events dates and not accept requests from the public to schedule any events in the Stadium following receipt of Confirmation from Worldwide for the Major Cricket Events and payment of all applicable fees.

9.4 Excess International Cricket Events. Desired dates for any International Cricket Events in excess of five (5) International Cricket Events per Contract Year or for a combined total of more than nine (9) days shall be subject to the availability of the Stadium and the procedures in Section 9.2 shall not apply. County shall block the Excess International Cricket Events dates and not accept requests from the public to schedule any events in the Stadium following receipt of Confirmation from Worldwide for the Excess International Cricket Events and payment of all applicable fees.

9.5 Worldwide shall not contact, either directly or indirectly, any PSS Event holders or Shelter Reservation holders regarding any PSS Event or Shelter Reservation that conflicts or may conflict with any date(s) chosen or desired by Worldwide for any International Cricket Events or Major Cricket Events.

**ARTICLE 10. BROWARD COUNTY PARKS AND RECREATION DIVISION PARK PERMIT**

10.1 The occupancy of the Stadium and Park for any International Cricket Events or Major Cricket Events shall be subject to the Broward County Parks and Recreation Division's Park Permit Rules and Regulations. No Event shall take place within the Park without a properly completed and executed park permit and park permit addendum (collectively "Permit").

10.2 Worldwide shall be solely responsible for planning Events and shall provide a detailed and complete permit application to County. No permit fee shall be charged for the first nine (9) days of International Cricket Events or Major Cricket Events for those fees which are captured in the Annual Guarantee as described in Section 4.3. Upon submission of the detailed and complete



permit application, the Parties shall schedule a meeting(s) to develop all the conditions to be incorporated into the Permit ("Permit Review"). The Permit shall address all applicable minimum requirements including, but not limited to, traffic control, Event safety, sanitation plan (litter control, recycling and trash removal services, toilets and hand sanitation), maintenance of the Park restrooms and portable toilets during and after the Event, dumpsters, power washing Stadium, transportation (parking and shuttle plan), inclement weather plan, concessions and vendors, health permits, food and beverage sales permits (including alcoholic beverages), sound impact plan, fencing and tent installation, traffic barricades, cones, signage, event tickets, ADA accommodations, building permits, and the City of Lauderhill event requirements.

10.3 Permit Review shall include a process to minimize impacts on the public's right to use the Park for Park Purposes during any Events. The Permit Review shall incorporate procedures to protect the public's access to Other Park Amenities during any Events. Any closure of Other Park Amenities shall be limited to the least intrusive measures in order to maintain maximum possible public access to the Park and all of the Other Park Amenities.

#### **ARTICLE 11. USE OF THE PARK**

11.1 The Park shall be made available to Worldwide in an "as is" condition. County makes no representations or warranties as to the safety or suitability of the Park for the purposes set forth herein. County shall not be responsible for any costs or obligations to Worldwide relating to this Agreement, except for any County responsibilities specifically described herein. Worldwide acknowledges it has inspected or will inspect the Park to determine if the location is safe and suitable for Worldwide's intended use of same. Worldwide agrees to notify the Contract Administrator of any issues or safety concerns that it observes on the Event Property during the term of this Agreement. In the event that the Park is damaged by any casualty and in County's reasonable opinion the Park is unsafe for use by the public, restoration of the Park shall be at County's sole discretion. In the event that County decides not to restore the Park to its preexisting condition, either Party may terminate this Agreement.

11.2 In the event County, in the interest of public health and safety, is required by any governing authority to undertake a mandatory closure of the Park, or any portion thereof, or cancel activities, in whole or in part, or when, in its discretion, County determines it is necessary to close the Park, or any portion thereof, or cancel activities, in whole or in part, based upon the occurrence of acts of nature or other circumstances which may pose a public safety hazard, County may adjust the Park's hours, in whole or in part, accordingly. County shall not be liable to Worldwide for damages of any type or nature.

11.3 Worldwide shall be responsible for informing the Contract Administrator of any and all injuries or damage to any real or personal property or persons during the term of this Agreement.

11.4 All personal property placed upon or in the Park shall be placed upon or in the property at the sole risk of Worldwide, or Worldwide's invitees. If requested by Worldwide, and upon a determination by County that space is available, Worldwide may be permitted to store, in

County-designated area and in a County-approved conex box or similar type container ("Container"), cricket related personal property for a period of time authorized by the Park Manager. Any permitted storage shall be at Worldwide's sole cost and expense. In the event Worldwide does not remove the Container or any cricket related personal property following written notice by County providing not less than fourteen (14) calendar days' notice, County may dispose of the property in a matter it deems appropriate, in its sole discretion, without any recompense to Worldwide.

11.5 Worldwide shall be responsible for informing the Contract Administrator of any and all injuries or damage to any persons, or any real or personal property during the term of this Agreement. Worldwide shall repair any and all damage to the Park caused by Worldwide, its employees, agents, Subcontractors, patrons and invitees, or County, at its sole option, may repair and bill Worldwide for all of its expenses incurred in repairing such damage.

11.6 County shall have the authority to conduct verbal and written surveys relating to any and all Event activities occurring in the Park.

11.7 County shall provide maintenance and upkeep of the Stadium field in order to maintain the field in the same condition it has historically been maintained and will work collaboratively with Worldwide in attempt to meet ICC standards prior to International Cricket Events.

## **ARTICLE 12- LETTER OF CREDIT**

12.1 Within forty eight (48) hours of approval of this Agreement by the Board, Worldwide shall deliver to County one (1) irrevocable Letter of Credit (the "Letter of Credit," which term shall be deemed to include each replacement thereof). The Letter of Credit shall (a) be irrevocable, (b) be issued by a federally or state chartered bank (the "Issuer") reasonably acceptable to County, (c) be in an initial amount of Two Hundred Sixty-five Thousand Dollars (\$265,000), and thereafter in an amount not less than the undrawn balance of the Letter of Credit being replaced or such greater or lesser amount as required in this Section, (d) have an expiration date no earlier than the last day of the current Contract Year, and (e) be in a form reasonably acceptable to County and shall be available by sight draft with no additional documents or requirements, other than those stated in this Section. The Letter of Credit shall provide that it may be drawn against, in whole or in part, in accordance with the procedures of this Article 12 by presentation to the Issuer of a sight draft, the form of which shall be agreed to by the Parties within ninety (90) days after the execution of this Agreement. No other requirements shall be imposed as a condition of drawing on the Letter of Credit. Sixty (60) days prior to the expiration date of the Letter of Credit, Worldwide shall provide County with reasonable evidence that Worldwide has renewed the Letter of Credit for a period of no less than one (1) year from its current expiration date in the amounts indicated on Exhibit "A" for each Contract Year. The amount of change in the face amount of the Letter of Credit will be as indicated on Exhibit "A". The Letter of Credit shall be deemed a Parent Guarantee.

12.1.1 The County shall not draw on the Letter of Credit without first giving Worldwide

written notice of its intent to draw sums under the Letter of Credit together with an explanation of the amount sought to be drawn and the basis for such draw with reasonable supporting documentation. County may draw on the Letter of Credit (i) in the event that Worldwide has failed to perform one or more of its obligations described in Section 12.1.2 below, (ii) upon the occurrence of a bankruptcy event involving Worldwide, or (iii) upon cancellation or non-renewal of the Letter of Credit as required by this Section 12.1. If any deficiencies in performance claimed by County in the notice are not cured with thirty (30) days after such notice, to County's reasonable satisfaction, the draw on the Letter of Credit may be immediately submitted by County. Upon the occurrence of a Bankruptcy Event involving Worldwide, or upon cancellation or non-renewal of the Letter of Credit as required in this Section 12.1, the draw on the Letter of Credit may be immediately submitted by County. Worldwide hereby irrevocably direct the then Issuer of the Letter of Credit to honor any such draw immediately upon submission thereof by County.

12.1.2 The Parties acknowledge and agree that the Letter of Credit shall be security for the performance of the obligations set forth below:

- (a) Payment of the Annual Guarantee;
- (b) Payment for the purchase of Stadium-related Equipment;
- (c) Performance of Stadium-related Capital Improvements; and
- (d) Payment of Stadium-related Contributions.

In the alternative, Worldwide shall deliver to County (a) a Letter of Credit that meets the requirements of Section 12.1 in an initial amount equal to the then Annual Guarantee and (b) shall execute and deliver an escrow agreement ("Escrow Agreement"), in the form attached hereto as Exhibit "E" , pursuant to which an escrow agent acceptable to County shall hold cash funds in a federally or state chartered bank in an amount not less than the sum of (i) the purchase price of Stadium-related Equipment to be purchased in such Contract Year, (ii) the reasonably estimated costs of Stadium-related Capital Improvements to be made in such Contract Year and (iii) the amount of Stadium-related Contributions due in such Contract Year. The Escrow Agreement shall provide that at such time as County has provided written notice of its acceptance of the Stadium-related Equipment, or its approval of Stadium-related Capital Improvements, or its receipt of the Stadium-related Contributions, as applicable, for any applicable Contract Year, then County and Worldwide shall promptly execute a direction letter and instructions to escrow agent to release the escrow funds to Worldwide.

12.2 In addition to the above, within fifteen (15) calendar days prior to commencement of any Stadium-related Capital Improvements under this Agreement, Worldwide, or its general contractor hired to perform the Stadium-related Capital Improvements, shall furnish Performance and Payment Bonds as financial security, in the forms attached hereto as Exhibits "C" and "D," respectively, and Broward County shall be named as a dual obligee on the Performance and Payment Bonds.

- A. Each Bond shall be in the amount of One Hundred percent (100%) of the cost of the Stadium-related Capital Improvements, respectively, guaranteeing the completion and performance of the improvements, as well as full payment of all suppliers, laborers, or Subcontractors performing the Stadium-related Capital Improvements. Each Bond shall be with a surety company that is qualified pursuant to the terms set forth in this Section.
- B. Each Bond shall continue in effect for one (1) year after a Certificate of Occupancy is obtained for completion of the Stadium-related Capital Improvements, with liability equal to One Hundred percent (100%) of the cost of the Stadium-related Capital Improvements, or an additional bond shall be conditioned that Worldwide, or its general contractor hired to perform the Stadium-related Capital Improvements, as applicable, will correct any defective or faulty work or materials which appear within one (1) year after Final Completion of the Stadium-related Capital Improvements, as described in Exhibit "A" and Exhibit "A-1" and County's approval of such improvements.
- C. Alternate Form of Security. In lieu of providing Performance and Payment Bonds, Worldwide may furnish County an alternate form of security, which may be in the form of cash, money order, certified check, cashier's check or unconditional letter of credit in the amount equal One Hundred percent (100%) of the cost of the Stadium-related Capital Improvements, respectively. Such alternate form of security shall be subject to the approval of County, the same conditions as set forth in Subsections A. and B. above, and shall be held by County for one (1) year after Final Completion of the Stadium-related Capital Improvements, as described in Exhibit "A" and Exhibit "A-1".
- D. County will only accept Payment and Performance Bonds from a surety company which has twice the minimum surplus and capital required by the Florida Insurance Code at the time of construction of the Stadium-related Capital Improvements, if the surety company is otherwise in compliance with the provisions of the Florida Insurance Code, and if the surety company holds a currently valid certificate of authority issued by the United States Department of the Treasury under Sections 9304 to 9308 of Title 31 of the United States Code. Worldwide shall provide a Certificate and Affidavit certifying to the requirements provided in this Subsection D., in a form provided by County.

### **ARTICLE 13 - PAYMENT OF OBLIGATIONS AND TAXES**

13.1 Worldwide shall pay all taxes and other costs lawfully assessed against its business and legal interest in the operation of the management and promotions services under this Agreement including, but not limited to, the Stadium-related Capital Improvements made by Worldwide; provided, however that Worldwide shall not be deemed in default of its obligations under this Agreement for failure to pay such taxes pending the outcome of any legal proceedings instituted

to determine the validity or amount of such taxes or other costs.

13.2 Worldwide shall be solely liable for the State of Florida sales tax, and any sales and use tax imposed by Section 212.031, Florida Statutes, on amounts payable to County under this Agreement for the use, occupancy, right to use, and right to do business on Park property, subject to any exemptions from payment of sales and use tax provided by law. Worldwide shall be liable for any and all other taxes due taxing authorities arising out of its operations under this Agreement. The sales and use tax payments shall be in addition to, and not incorporated into, the fee payments referenced in Article 4. Sales and use tax shall be payable to County which in turn will be remitted to the State of Florida, Department of Revenue ("DOR"). In the event DOR determines and assesses the amount of any additional sales and use tax, penalty, or interest due for any sales and use tax payments during the term this Agreement, Worldwide shall be required to make such payment to County, and County will remit same to DOR. Worldwide shall be liable for all other taxes due taxing authorities arising out of its operations under this Agreement.

13.3 Worldwide shall procure and obtain, at its sole cost, all permits, licenses, and approvals required of Worldwide for its operations and performance under this Agreement.

13.4 Worldwide shall be solely responsible for paying its Subcontractors and suppliers hired to perform any obligations arising from, relating to, or in connection with this Agreement any undisputed amount within thirty (30) calendar days following receipt of complete invoices for such work or supplies, upon completion of same. Worldwide shall take such action necessary to resolve any amounts in dispute.

#### **ARTICLE 14. CRIMINAL BACKGROUND SCREENING**

14.1 Worldwide shall perform criminal background screening as identified in Section 14.2 below on its officers, employees, agents, Subcontractors, vendors, and volunteers performing any obligations arising from, relating to, or in connection with this Agreement in the Park. Worldwide shall not be required to comply with the provisions for criminal background screening under this Article for those independent vendors coming onto the Park merely to make deliveries of goods or services for, or relating to, the Concession Services or Events. Worldwide shall provide a list to the Contract Administrator of all persons required under this Article to be screened and who have been determined by Worldwide to be eligible, no later than forty-eight (48) hours prior to each Event.

14.2 Worldwide shall not permit any person who is listed as a sexual predator or sexual offender on the Florida Department of Law Enforcement, Sexual Offenders and Predators Website or the United States Department of Justice, National Sex Offender Public Website, to provide any services for Worldwide in the Park.

14.3 Worldwide shall maintain copies of the results of the criminal background screening required by this Article for the term of this Agreement and promptly forward copies of same to County, upon its request.

14.4 Worldwide shall be required to furnish to the Contract Administrator, on a monthly basis, an Affidavit, in the form attached as Exhibit "F," affirming the persons listed in the Affidavit have been background screened as required in Section 14.2 relating to sexual predator and sexual offender checks and have been deemed eligible by Worldwide to work at the Park. Worldwide's first monthly Affidavit shall include all screened employees and the screening results. Thereafter, the monthly Affidavit shall only be required to identify new persons who are providing services under this Agreement who have been screened as required in Section 14.2 and deemed eligible to work at the Park during that one month period, and persons no longer providing services under this Agreement at the Park. The Contract Administrator may, in his or her discretion, permit Worldwide to furnish the monthly Affidavit in an electronic format. Worldwide's officers, employees, agents, Subcontractors, vendors, and volunteers subject to the criminal background screening under this Agreement shall be rescreened annually based on the date of initial screening.

14.5 In the event Worldwide obtains, or is provided, supplemental criminal background information, including police reports and arrest information, which potentially disqualifies a person previously deemed eligible by Worldwide to provide services under this Agreement, Worldwide shall take immediate action to review the matter; however, during such review time and until a determination of eligibility is made by Worldwide based on the requirements of this Article, Worldwide shall immediately cease allowing the person to work at the Park. Additionally, Worldwide shall be required to inform any person background screened pursuant to this Article who is providing services under this Agreement, to notify Worldwide within twenty-four (24) hours of any arrest related to sexual misconduct which has occurred after the person was deemed eligible to work at the Park.

14.6 Worldwide shall, by written contract, require its Subcontractors who work at the Park to agree to the requirements and obligations of this Article.

14.7 County may terminate this Agreement immediately for cause, with written notice provided to Worldwide, for a violation related to Worldwide's failure to perform the required background screening on its officers, employees, agents, Subcontractors, vendors, and volunteers who will be working under this Agreement at the Park. County may also terminate this Agreement immediately for cause, with written notice provided to Worldwide, if County determines Worldwide failed to ensure that its Subcontractors, as defined in Section 1.26, have been background screened as required in this Article prior to performing any services under this Agreement the Park. Worldwide will not be subject to immediate termination in the event County determines a violation of this Article was outside the reasonable control of Worldwide and Worldwide has demonstrated to County compliance with the requirements of this Article.

14.8 County may terminate this Agreement for cause if Worldwide fails to provide the monthly Affidavit to County as required under Section 14.4, and Worldwide does not cure said breach within five (5) days of written notice provided to Worldwide by County in accordance with the "Notices" section of this Agreement.

## ARTICLE 15 RELEASE

The Park is a County Regional Park subject to Section 8.13, Broward County Park Preservation, Charter of Broward County, Florida. As such, the Park may only be used for Park Purposes as defined therein. In the event that the use of the Park for any International Cricket Events and Major Cricket events shall be alleged to be in violation or contrary to Park Purposes ("Allegations"), the County and Worldwide shall jointly attempt to meet with the person(s) or entity(ies) making the Allegations to attempt to resolve the issue(s). In the event that County determines, in its sole discretion, that the Allegations are not capable of resolution without unacceptable risk to the County, this Agreement may be terminated and Worldwide's obligations shall be excused, except for any obligations that expressly survive termination as set forth in this Agreement. The minimum written notice for purposes of termination pursuant to the terms of this Article shall be thirty (30) calendar days.

Portions of the Park are subject to a Declaration of Restrictive Covenants imposed on the property by the Florida Communities Trust ("FCT"), a nonregulatory agency within the Florida Department of Environmental Protection. The County has notified FCT of its intent to enter into this Agreement and has requested FCT to approve and authorize the activities permitted hereunder. FCT has not yet provided its approval. The County and Worldwide shall jointly continue to seek approval from FCT. In the event that any activities permitted herein shall be disallowed by FCT, Worldwide shall immediately cease all disallowed activities. In the event FCT shall issue a notice of violation related to any activities permitted herein, Worldwide shall take any and all actions deemed necessary by County to cure the violation. In the event that County determines, in its sole discretion, that FCT will not grant approval for the activities permitted herein, this Agreement may be terminated and Worldwide's obligations shall be excused, except for any obligations that expressly survive termination as set forth in this Agreement. The minimum written notice for purposes of termination pursuant to the terms of this Article shall be thirty (30) calendar days.

In the event County terminates the Agreement as authorized by this Article, Worldwide hereby releases County, all County departments and divisions, and all County agents, officers, and employees (collectively, "Releasees") from any and all causes of action, claims, demands, and damages (collectively, "claims"), whether or not previously asserted, that Worldwide has or may have against any or all of the Releasees, which claims relate to, arise from, or are in connection with this Agreement.

## ARTICLE 16. MISCELLANEOUS

16.1 Rights in Documents and Work. Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of County, and, if a copyright is claimed, Worldwide grants to County a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and

distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Worldwide, whether finished or unfinished, shall become the property of County and shall be delivered by Worldwide to the Contract Administrator within seven (7) calendar days of termination of this Agreement. Any compensation due to Worldwide shall be withheld until all documents are received as provided herein. Worldwide shall ensure that the requirements of this Section are included in all agreements with its Subcontractor(s).

16.2 Public Records. To the extent Worldwide is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Worldwide shall:

a. Keep and maintain public records required by County to perform the services under this Agreement;

b. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to County; and

d. Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of Worldwide or keep and maintain public records required by County to perform the services. If Worldwide transfers the records to County, Worldwide shall destroy any duplicate public records that are exempt or confidential and exempt. If Worldwide keeps and maintains public records, Worldwide shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

The failure of Worldwide to comply with the provisions of this Section shall constitute a material breach of this Agreement entitling County to exercise any remedy provided in this Agreement or under applicable law.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. Worldwide will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that Worldwide contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Florida Statutes Chapter 119) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT - TRADE SECRET." In addition, Worldwide must, simultaneous with the submission of any Trade Secret Materials, provide a



sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Florida Statutes Section 812.081 and stating the factual basis for same. In the event that a third party submits a request to County for records designated by Worldwide as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Worldwide. Worldwide shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the non-disclosure of any Trade Secret Materials in response to a records request by a third party.

**IF WORLDWIDE HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO WORLDWIDE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-8100, danwest@broward.org, 950 NW 38th STREET, OAKLAND PARK, FLORIDA 33309.**

16.3 Audit Rights, and Retention of Records. County shall have the right to audit the books, records, and accounts of Worldwide and its Subcontractors that are related to Worldwide's obligations pursuant to the terms of this Agreement. Worldwide and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance thereunder. All books, records, and accounts of Worldwide and its Subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Worldwide or its Subcontractor, as applicable, shall make same available at no cost to County in written form.

Worldwide and its Subcontractors shall preserve and make available, at reasonable times within Broward County for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents relating to Worldwide's obligations pursuant to the terms of this Agreement for a minimum period of three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. County audits and inspections pursuant to this Section may be performed by any County representative (including any outside representative engaged by County). County reserves the right to conduct such audit or review at Worldwide's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this Section discloses overpricing or overcharges to County of any nature by the Worldwide in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to the County by the Worldwide in addition to making adjustments for the overcharges. Any adjustments and/or payments due as a result of such audit or inspection shall be made within thirty (30) calendar days from presentation of County's findings to Worldwide.

Worldwide shall ensure that the requirements of this Section are included in all agreements with its Subcontractor(s).

16.4 Truth-In-Negotiation Representation. Worldwide's compensation under this Agreement is based upon representations supplied to County by Worldwide, and Worldwide certifies that the wage rates, factual unit costs, and other information supplied to substantiate Worldwide's compensation, including without limitation in the negotiation of this Agreement, are accurate, complete, and current at the time of contracting. County shall be entitled to recover any damages it incurs to the extent any such representation is untrue.

16.5 Public Entity Crime Act. Worldwide represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, Worldwide further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Worldwide has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation stated in this section is false, County shall have the right to immediately terminate this Agreement and recover all sums paid to Worldwide under this Agreement.

16.6 Independent Contractor. Worldwide is an independent contractor under this Agreement. In providing Services under this Agreement, neither Worldwide nor its agents shall act as officers, employees, or agents of County. Worldwide shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

16.7 Third Party Beneficiaries. Neither Worldwide nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

16.8 Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Section.

For County:  
Broward County Parks and Recreation Division  
Attn: Director  
950 Northwest 38th Street  
Oakland Park, Florida 33309  
Email address: [danwest@broward.org](mailto:danwest@broward.org)

For Worldwide:  
c/o KPC Properties  
6400 N. Andrews Avenue  
Suite 490  
Fort Lauderdale, Florida 33309  
Email address: kpersaud61@gmail.com

16.9 Assignment and Performance. Except for subcontracting approved in writing by County at the time of its execution of this Agreement or any written amendment hereto, neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by Worldwide without the prior written consent of County. If Worldwide violates this provision, County shall have the right to immediately terminate this Agreement. Worldwide represents that each person and entity that will provide services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. Worldwide agrees that all services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

16.10 Conflicts. Neither Worldwide nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Worldwide's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. None of Worldwide's officers or employees shall, during the term of this Agreement, serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Worldwide is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Worldwide or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding. In the event Worldwide is permitted pursuant to this Agreement to utilize Subcontractors to perform any services required by this Agreement, Worldwide shall require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as Worldwide.

16.11 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

16.12 Compliance with Laws. Worldwide shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

16.13 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

16.14 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either Party.

16.15 Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

16.16 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 16 of this Agreement, the provisions contained in Articles 1 through 16 shall prevail and be given effect.

16.17 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, WORLDWIDE AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

16.18 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the

same or similar formality as this Agreement and executed by the Board and Worldwide or others delegated authority or otherwise authorized to execute same on their behalf.

16.19 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

16.20 Payable Interest

16.20.1 Payment of Interest. County shall not be liable to pay any interest to Worldwide for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Worldwide waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

16.20.2 Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, 0.25% (one quarter of one percent) simple interest (uncompounded).

16.21 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

16.22 Representation of Authority. Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

16.23 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

16.24 Drug-Free Workplace. It is a requirement of County that it enter into contracts only with firms that certify the establishment of a drug-free workplace in accordance with Section 21.31(a)(2) of the Broward County Code of Ordinances. Execution of this Agreement by Worldwide shall serve as Worldwide's required certification that it has a drug-free workplace program in accordance with Section 287.087, Florida Statutes, and Section 21.31(a)(2) of the Broward County Code of Ordinances, and that it will maintain such drug-free workplace program

for the full term of this Agreement.

16.25 Contingency Fee. Worldwide represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Worldwide, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If County learns that this representation is false, County shall have the right to terminate this Agreement without any further liability to Worldwide. Alternatively, if such representation is false, County, at its sole discretion, may deduct from the compensation due Worldwide under this Agreement the full amount of such fee, commission, percentage, gift, or consideration.

16.26 Use of County Logo. Worldwide shall not use County's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of County.

16.27 Transition Planning. Worldwide shall provide County with access to its books, records, and accounts relating to all revenues and expenses it received or incurred from Events occurring at the Park during Contract Year 14 and Contract Year 15. At the onset of Contract Year 15, County shall be provided access for Contract Year 14 information and County shall receive access to Contract Year 15 information within thirty (30) days of the conclusion of the Contract Year. The provisions of the Section shall survive the termination of this Agreement.

16.28 Discriminatory Vendor List. By execution of this Agreement, Worldwide represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. County hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle County to terminate this Agreement and pursue any and all legal remedies.

16.29 Approvals and Consents; Standards for Review. The provisions of this Section 16.29 shall apply to all instances in which this Agreement provides for a Party to provide its consent rights. As used herein, the term "consent rights" shall include all instances in which one Party or its representative (the "Submitting Party") is permitted or required to submit to another Party or its representative (the "Reviewing Party") any document, notice or determination of the Submitting Party with respect to which the Reviewing Party has a right or duty hereunder to review, comment, consent, approve, disapprove, dispute or challenge. In connection with exercising its consent rights under any provision of this Agreement, and whether or not specifically provided in any such provision, the Reviewing Party covenants and agrees to act in good faith, with due diligence, and in a fair and commercially reasonable manner in its capacity as Reviewing Party with regard to each and all of its consent rights and to not unreasonably withhold, condition or delay its approval of or consent to any submission or determination.

(The remainder of this page is intentionally left blank.)

WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and Worldwide Sports Management Group, LLC, signing by and through its \_\_\_\_\_, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

\_\_\_\_\_  
Broward County Administrator, as  
Ex-officio Clerk of the Broward County  
Board of County Commissioners

By: \_\_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Insurance requirements approved by  
Broward County  
Risk Management Division:

Approved as to form by  
Joni Armstrong Coffey  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_ (Date)  
Sharon V. Thorsen  
Senior Assistant County Attorney

AGREEMENT BETWEEN BROWARD COUNTY AND WORLDWIDE SPORTS MANAGEMENT GROUP,  
LLC FOR PROMOTION AND MANAGEMENT OF INTERNATIONAL AND MAJOR CRICKET EVENTS AT  
THE CENTRAL BROWARD REGIONAL PARK

WORLDWIDE

WITNESSES:

WORLDWIDE SPORTS MANAGEMENT  
GROUP, LLC

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Authorized Signor

\_\_\_\_\_  
Print Name of Witness above

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Print Name of Witness above

ATTEST:

\_\_\_\_\_  
Corporate Secretary or other person  
authorized to attest

(CORPORATE SEAL OR NOTARY)

Review and Approved by:  
FLORIDA COMMUNITIES TRUST

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved as to Form and Legality:

By: \_\_\_\_\_  
FCT Counsel



### EXHIBIT "A" - SCOPE OF SERVICES

Worldwide shall have the exclusive right to promote and manage, at its sole cost and expense, International Cricket Events and Major Cricket Events at the Park with the following exceptions:

- A. Existing cricket tournaments and matches: American College Cricket National championship and Cricket Counsel USA's US Open Premier League and Legend matches; and
- B. All other cricket tournaments and matches with anticipated attendance of fewer than 1,000 spectators; and
- C. The 2017 Caribbean Premier League which has already requested a Park Permit directly from the Division.

### ANNUAL PERFORMANCE GUARANTEES

1.1. Worldwide shall deliver in Contract Year 1 and Contract Year 2 a combined minimum of six (6) International Cricket Events. Beginning in Contract Year 3 and each Contract Year thereafter, Worldwide shall deliver a minimum of three (3) International Cricket Events ("Annual Cricket Guarantee") in each Contract Year. All International Cricket Events shall be required to be televised internationally or live-streamed with both live video and audio coverage of the Event over the Internet and meet all the requirements of the definition set forth in Section 1.18 of this Agreement. Each International Cricket Event shall be separated by a minimum of four (4) calendar days; provided, however, if cricket matches meeting the definition of International Cricket Events are played over a span of time between and including two consecutive weekends, the cricket matches may be counted as two (2) International Cricket Events.

1.2 Combined annual minimum spectator attendance ("Guaranteed Attendance") at International Cricket Events and Major Cricket Events in each Contract Year shall meet the following minimum requirements:

Contract Year (CY)	Attendance
CY 1	None
CY 2 - 4	30,000
CY 5 -10	40,000
CY 11- 15	50,000

1.3 In the event Worldwide fails to meet its Guaranteed Attendance requirement in any

Contract Year, Worldwide shall pay to County an "Attendance Disincentive." The Attendance Disincentive shall be calculated by subtracting the actual attendance from the Guaranteed Attendance. The difference shall be multiplied by the then current Park admission fee. The payment of an Attendance Disincentive shall not prohibit County from exercising its right to terminate as set forth in Article 7 of this Agreement. County shall have sole responsibility for the development of an auditable method to validate attendance ("Method"), which Method shall be reasonably acceptable to Worldwide. Worldwide shall follow all County directives relating to the Method. The Method may change during the term of this Agreement.

1.4 In the event that Worldwide shall attempt to schedule an International Cricket Event prior to the Effective Date of this Agreement, the provisions of Article 9, "Stadium Bookings" shall be utilized in an attempt to accommodate Worldwide's Requested Dates. Upon Worldwide's submission of any Requested Dates that conflict with any existing Park reservations, Worldwide agrees to be responsible for the payment of any applicable Rescheduling Fee(s), Cancellation Fee(s), or Rescheduled Shelter Fee(s). The failure of the International Cricket Event to actually occur on the Requested Dates shall not relieve Worldwide of its obligation to pay the applicable fees.

1.5 In the event that Worldwide obtains a Park Permit from the Division for an International Cricket Event to occur at the Stadium prior to the Effective Date of this Agreement, the Event shall be included in the calculation of the Annual Cricket Guarantee.

#### **PARK PERMIT**

2.1 As required by Article 10 of the Agreement, all Events shall require a properly completed and executed Park Permit and Permit Addendum (collectively "Permit"). Each Event shall require a Permit which shall be tailored to each Event. Permits shall be subject to the Contract Administrator's final approval and all terms of the Agreement. The Permit shall address the Event needs and delineate the responsibilities of the Parties. All requirements of the Permit shall be at Worldwide's sole cost and expense. The Permit shall include, but not be limited to, the following:

2.1.1 Set-Up and Take-Down Days. The period of time that Worldwide will be permitted to Set-up and Take-down the items necessary for the Event. All items placed on Park property must be removed no later than two (2) days after the last day of the Event. Worldwide shall not be permitted to place any personal property relating to the Event including, but not limited to, trailers and equipment in the Park prior to the Set-up date or leave such property after the Take-down date. In no event may Set-up Days exceed a period of five (5) calendar days prior to the first day of the Event.

2.1.2 Event dates, including Set-up and Take-Down Days, shall be scheduled as detailed in Article 9 of the Agreement.

2.1.3 Requests for Event practice days and closure of the Stadium to protect the field for Event play, shall be subject to County's sole approval and Worldwide shall submit the requests

in writing at least thirty (30) calendar days in advance of the Event.

2.1.4 Food and Beverage. Worldwide may sell food and (non-alcoholic) beverages during each Event under this Agreement, in accordance with the requirements under Section 25½, Broward County Code of Ordinances. The Annual Guarantee shall cover the costs of the Concession fee for the right to sell and serve food and beverages at any Event for a combined total of nine (9) Calendar days in a Contract Year, thereafter, Worldwide shall be required to pay the Concession sales fee based upon anticipated attendance.

2.1.5 Alcoholic Beverages. Worldwide may sell alcoholic beverages, including liquor, at the Stadium, in accordance with the requirements under Section 25½ -12, Broward County Code of Ordinances. The Annual Guarantee shall cover the costs of the right to sell alcoholic beverages at any Event for a combined total of nine (9) Calendar days in a Contract Year, thereafter, Worldwide shall be required to pay the Concession fee based upon anticipated attendance.

2.1.6 Park Use: Worldwide shall provide to the Contract Administrator for approval, at least thirty (30) days prior to the first day of Set-Up for any Event under the Agreement, Worldwide's plan for operation of the Event including, but not limited to, the following:

- a. Accessibility Site Plan: Accessibility Site Plan for persons with disabilities in compliance with Title II and Title III of the Americans with Disabilities Act (ADA). The Accessibility Site Plan shall depict how, where, and by what means persons with disabilities will have equal access to all activities, temporary facilities, and amenities provided at an Event.
- b. Ticket Sales and Distribution plan: Worldwide shall provide the Contract Administrator a Ticket Sales and Distribution Plan including, but not limited to, availability and distribution of tickets for the Event. Marketing and sales of tickets shall comply with all applicable provisions of the ADA. The Ticket Sales and Distribution Plan shall be provided to Contract Administrator before entering into agreement with any ticket vendor.
- c. Parking and Traffic Control Plan: Worldwide shall submit a Parking and Traffic Control Plan to address parking and traffic control when the Event is open to the public (excludes Set-Up and Take-Down days). Worldwide shall be solely responsible for securing additional parking outside of the Park as necessary and regulating the flow of traffic into and out of the Park. The Parking and Traffic Control Plan shall include provisions to ensure Park operations or traffic outside the Park are not disrupted and a parking crew of appropriate size and experience to accommodate Event parking and coordinate ingress to and egress from the Park. The Parking and Traffic Control Plan shall include a requirement that an authorized representative of Worldwide and the parking crew meet at the

Stadium with the Contract Administrator, representatives of the City of Lauderhill, and Broward Sheriff's Office or City of Lauderhill police (depending on which police agency is assisting with the Event) to address parking and traffic control.

- d. A sufficient number of LED signs for traffic control and direction shall be required, provided; however, in no event shall there be less than five (5) LED signs for traffic control and direction for parking areas.
- e. Overall Event layout plan.
- f. Emergency response/action plan.

2.1.6.1 The Contract Administrator shall review the above items within seven (7) days of submittal by Worldwide. The reasons for any disapproval shall be set forth in writing within the seven (7) day period. In the event written notice of disapproval is not provided to Worldwide within the seven (7) day time period, the items shall be deemed approved by County. In the event the Contract Administrator disapproves any of the above items, Worldwide may offer alternative solutions, and County shall follow the above process.

2.1.7 Worldwide shall comply with the following requirements at all times it is utilizing the Park:

- a. Worldwide shall not move or alter any Park property without the prior written approval of the Contract Administrator. Any request to move or alter any Park property for any Event under the Agreement must be provided in writing to the Contract Administrator at least fourteen (14) calendar days prior to the desired move or alteration. Any request not timely provided may be considered on an emergency basis only, in the sole discretion, of the Contract Administrator or the Park Manager based on the circumstances of the request.
- b. Worldwide shall comply with all applicable federal, state, County, and City of Lauderhill ordinances, rules, and regulations governing the Park or any Event.
- c. Worldwide shall ensure that any recycle containers provided by County for an Event are utilized to separate and collect any recyclable materials generated at the Event.
- d. Worldwide shall maintain the designated Event area and Event Property free and clear of rubbish and litter at all times during Event periods, also including Set-Up and Take-Down Days.
- e. County, City of Lauderhill, and their respective regulatory agents shall have the right to enter the Park at any reasonable time to inspect Event Property or

perform other duties as required by law or by the terms of the Agreement. County staff shall be allowed access to all Event areas, as determined necessary by County. Team restricted access areas shall be addressed in the Permit in accordance with ICC requirements.

- f. Worldwide shall be responsible for obtaining, in addition to the Park Permit, any and all permits and approvals required by any entity with jurisdiction over an Event. Worldwide shall furnish copies of all permits and approvals issued for an Event to the Contract Administrator prior to opening of the Event.
- g. Worldwide shall be responsible, at its sole cost, for obtaining, delivering, installing, and preparing any and all items necessary for each of its Events.

2.1.8 Law Enforcement, Safety, and Emergency Services: Worldwide shall provide, at its sole cost, law enforcement, security, and fire-rescue services ("Safety Services") required by County and the City of Lauderhill. Safety Services shall include, but are not limited to, crowd and traffic control, and security for Worldwide's employees, vendors, players, officials, attendees, cricket pitch, and equipment within the Event Property.

Worldwide shall comply with all requirements of the City of Lauderhill relating to fire safety, fire watch, and on-site emergency medical personnel during the operating hours for an Event. Worldwide's Designated Representative shall inform the Contract Administrator or Park Manager of any incidents or accidents resulting from or arising out of an Event, as soon as Worldwide becomes aware of such incident or accident. A copy of any incident or accident report shall be provided to the Contract Administrator or Park Manager by Worldwide within twenty-four (24) hours of Worldwide becoming aware that the incident or accident occurred.

Worldwide shall secure a police detail for Events through the Broward Sheriff's Office or the City of Lauderhill. The utilized police agency will determine the number of officers required for each Event. In addition to the required number of officers for each Event, Worldwide must ensure that an officer is stationed at each location where alcohol beverages are sold.

2.1.9 Event Set-Up, Public Accommodations, and Cleanup. Prior to Set-up, Worldwide shall conduct a walkthrough with County to note pre-existing conditions ("Walkthrough").

2.1.9.1 Worldwide shall provide and set-up signs and banners including, but not limited, those to direct people for traffic control and to parking area(s) (including handicap parking and drop-off accommodation), ticket sales and pick-up, stadium seating areas, program/vendor area(s), and other areas such as restrooms and portable toilets, first aid, transportation, etc., as necessary.

2.1.9.2 Worldwide shall provide a reasonable number of barricades sufficient to meet the needs for crowd control at the Event.

2.1.9.3 Worldwide shall provide a reasonable number of portable toilets for each Event sufficient to meet the needs for the Event. The portable toilet facilities shall comply with all applicable legal requirements, including the ADA. In addition, the portable toilets shall include functioning hand-washing stations. Rule 64-6.0101, Florida Administrative Code, currently requires 34 portable toilets for 5,000 attendees (pre-existing facilities can accommodate first 5,000 attendees).

2.1.9.4 Worldwide shall provide custodial maintenance and supplies for the Park restrooms and portable toilet facilities located within the Park during an Event. Worldwide shall clean and restock with supplies on a continuous basis the Park restrooms and portable toilet facilities.

2.1.9.5 Worldwide shall provide for the cleanup of trash and debris within the Park and parking areas during Set-Up, operations, and Take-Down of Event. Worldwide shall constantly monitor all Event Property for debris and collect and transport it to dumpsters. Worldwide shall provide for three (3) forty (40) yard dumpsters which shall each be emptied daily. Worldwide shall provide the Contract Administrator with a copy of the contract for the dumpsters approved by City of Lauderhill at least thirty (30) days prior to Worldwide's first day of Set-Up for any Event. Worldwide shall ensure that sufficient garbage cans are provided and maintained throughout Park and all Event areas, including providing garbage bags/liners throughout Event areas, including providing bags/liners.

2.1.9.6 Worldwide shall, after each day of the Event, pressure clean Stadium including, but not limited to, stands and walkways.

2.1.9.7 Worldwide shall not stake tents into the ground without prior approval by the Contract Administrator. In the event that Worldwide receives prior written approval to stake tents in the ground, Worldwide shall take all necessary steps to ensure that irrigation, phone, and electrical lines or other property are not impacted. Any cost to repair any damage caused by Worldwide's tent stakes shall be paid by Worldwide. Worldwide shall pay any invoice within thirty (30) days of receipt.

2.1.9.8 Worldwide shall not set up generators or tents/stages larger than 10x10' without a permit from the City of Lauderhill. Such permit must be obtained by Worldwide no less than thirty (30) calendar days prior to the Event. Worldwide shall arrange for all required inspections to be performed by the City of Lauderhill prior to opening the Event to members of the public.

2.1.9.9 Worldwide will schedule all deliveries and Set-Up to be completed before the Event is opened to the public. When the Event is opened to the public, deliveries by any vendors will not be permitted in any Event Areas. Should an emergency delivery be necessary, Worldwide must work with Park Manager to determine a solution, in County's sole discretion, so as not to endanger attendees.

2.10 At the conclusion of the Take-Down period for each Event, Worldwide shall return the Park, and any other Park facilities utilized by Worldwide to County, in same condition which existed at the time of the Walkthrough. Worldwide shall be responsible for any costs necessary to restore the Park facilities to the condition it existed at the time of the Walkthrough which shall include, but not be limited to, all costs for replacement or repair of any materials or landscaping removed or damaged during the Event, subject to reasonable wear and tear. A representative of County shall have the right to inspect the Event Property following the Take-Down period of each Event to determine its condition. Worldwide shall be responsible for all costs and expenses, needed, in County's sole determination, to return the Event Property to the condition which existed at the time of the Walkthrough. Worldwide shall pay County for all such costs within thirty (30) days of receipt of any invoices. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

## 2.11 Vendors and Merchandising

2.11.1 Worldwide shall provide a list of all vendors selling any products, food, and beverages vendors for each Event to the Contract Administrator and shall:

- a. Ensure that all vendors, contractors and merchandisers for an Event are County-approved registered vendors or special event vendors prior to conducting any sales during an Event.
- b. Provide County with written documentation assuring vendor compliance with all federal, state, and Broward County Health Department requirements for the distribution of product, food, and other consumables at least seven (7) days prior to first day of each Event.
- c. Shall require vendor cleanup of trash within the vendors' sites and parking areas, before, during, and after an Event.
- d. Provide the names of any third party that will provide programming or entertainment at each Event to the Contract Administrator for approval prior to contracting with the third party to ensure compliance with County policies.

- e. Make payments to its third party contractors within thirty (30) days of receipt of services, excepting any valid and proper claims Worldwide may have against any third party contractor.
- f. Provide the Contract Administrator with a schedule of Event programming and entertainment no later than seven (7) days prior to the each Event.
- g. Ensure compliance with any professional entertainment permitting, licensing, and royalty regulations, including, but not limited to, ASCAP and BMI. Worldwide shall provide Contract Administrator with proof of compliance with any required permit, license, or royalty.
- h. Sell or serve alcoholic beverages (no glass bottles), in accordance with the requirements under Section 25½ -12, Broward County Code of Ordinances and only after obtaining, in advance, any required permits and licenses from the City of Lauderhill and the State of Florida for the Event. Such permits must be provided to the Contract Administrator prior to any sale or service of such beverages.
- i. Require that no alcoholic beverages are allowed on the athletic fields or main event field at any time.
- j. Ensure that all personnel who operate licensed golf carts or other vehicles obey all posted traffic signs and use the Park's main roadways. Operation of any golf carts or other vehicles on any of the Park's walking pathways must be approved by the Contract Administrator in writing.
- k. Ensure that no vehicles or equipment are driven on athletic fields or main event field without the prior written approval of the Contract Administrator or the Park Manager.
- l. Provide an international level professional curator and grounds staff for a period of time determined by County to prepare cricket pitch and wickets prior to and during each Event. The professional curator shall be required to coordinate all activities with the Contract Administrator and County curator.
- m. Require Worldwide's grounds staff to be responsible for the playing field including, but not limited to, covering and securing the cricket pitch in preparation of inclement weather, practice nets, boundary rope/signs, and sight screen positioning.

#### **ANCHOR TEAM**

- 3.1 Worldwide will use its reasonable commercial efforts to obtain a Caribbean Premier



League (CPL) team franchise or league team franchise sanctioned and recognized by the ICC to be an Anchor Team at the Stadium. The Anchor Team shall play a minimum of three (3) cricket matches at the Stadium during a Contract Year which shall be subject to the Stadium Booking procedures set forth in Article 9 of this Agreement. Worldwide shall pay all applicable fees established in the then current Broward County Parks System Fee Schedule for the Anchor Team's use of the Park facilities.

For purposes of this Agreement the term "reasonable commercial efforts" shall mean the efforts that a reasonably prudent business person would exercise in connection with a business venture taking all factors into account, including cost, value, and availability.

## **MARKETING**

4.1 All advertising, marketing, and publicity materials for any Event under the Agreement shall be in accordance with County's Advantage Marketing Program set forth in Section 13.62, Broward County Administrative Code. The Contract Administrator reserves the right to review and approve in advance all advertisements, marketing, and publicity materials including, but not limited to, social media (e.g., Facebook, Twitter, Blogs) to be used by Worldwide under the Agreement that includes the Park, Division, or County's name, logo, or otherwise refers to this Agreement, and reserves the right to require Worldwide to identify the name of the Park in any advertising, marketing, or publicity materials. Worldwide shall not own or otherwise have the legal right to the trademark to any name that includes the Park, Division, or County's name or logo. Any names, logos, trademarks, or copyrights developed during or pursuant to the Agreement which may in any way associate with, identify, or implicate an affiliation with County, or any agency thereunder, shall be subject to the prior written approval of the Contract Administrator, and upon termination of this Agreement, may become the exclusive ownership of County, in its discretion. Any banner or signage placed within the Park, or adjacent to the Park, must be professionally made and approved by the Contract Administrator prior to installation. The Designated Representative and the Contract Administrator shall cooperate on marketing efforts, including cross-marketing.

Worldwide shall include a statement on all printed and electronic marketing, or advertising, including a telephone number, and if available, an email address, regarding the availability of auxiliary aids, or services, if requested in advance, in accordance with Park policy.

Worldwide and the Division's Public Communications Manager shall cooperate on all marketing efforts. If the Contract Administrator elects to review documentation relating to advertising, signage or promotional material, such review shall be within ten (10) working days of the documentation submitted by Worldwide. The reasons for any non-approval shall be set forth in writing within the ten (10) day period. In the event such written notice of non-approval is not transmitted to Worldwide within such ten (10) day period, County shall be deemed to have given its approval. However, in all events, Worldwide may replace any advertising or signage previously approved by the Contract Administrator without the prior approval of the Contract

Administrator. Further, it is understood by Worldwide that should any of the above items be disapproved, Worldwide may offer alternative solutions and County's review of same shall follow the above process.

Worldwide shall include language on tickets, and marketing materials, that Events are not sponsored by County, unless County provides written notification of its co-sponsorship.

Nothing herein is intended to authorize Worldwide to place any advertising or advertising displays within or upon the Park, or upon any Park facilities, Stadium-related Equipment, or Stadium-related Capital Improvements.

### **LIGHTNING PREDICTION SYSTEM**

5.1 If County installs a lightning prediction system in the Park, Worldwide shall cease any outdoor operations and activities when the system sounds until the "all clear" signal sounds. County, through the firm that provides the lightning prediction equipment, will provide annual maintenance of same for proper operation. In the event the lightning prediction equipment is not working, and/or when weather conditions indicate a threat of lightning in the area, Worldwide shall follow park management direction when so given regarding temporary ceasing of outside park operations and activities, and in any event Worldwide shall use its best judgment and common sense in ceasing any outdoor operations and activities when threatening weather approaches.

### **STADIUM-RELATED CAPITAL IMPROVEMENTS**

6.1 Worldwide shall use its best efforts to use CBE firms to perform the Stadium-related Capital Improvement pursuant to the provisions of the County's CBE Program, as established by the Broward County Business Opportunity Act of 2012, Section 1-81, Broward County Code of Ordinances.

6.2 Worldwide shall not commence any construction at the Park for the Stadium-related Capital Improvements until its architectural design plans and specifications ("plans and specifications") have been reviewed and approved by the Contract Administrator, which approval shall not be unreasonably withheld, and applicable permits have been obtained. Plans and Specifications required by County shall consist of: (a) working drawings; (b) technical specifications; (c) bid documents, if applicable; (d) schedule for accomplishing improvements; (e) schedule of finishes and graphics; (f) list of furnishings, fixtures and equipment; and (g) certified estimate of the design, development and construction costs. For work that does not require permits from any governmental entity, the Contract Administrator may, in the Contract Administrator's sole discretion, accept sketches instead of plans and specifications.

6.3 The Contract Administrator shall review and comment on the plans and specifications submitted by Worldwide within thirty (30) calendar days of submittal. If the Contract

Administrator does not approve the plans and specifications, Worldwide shall respond to the Contract Administrator's comments within thirty (30) calendar days, and resubmit the plans and specifications to the Contract Administrator. The Contract Administrator shall review and comment on any resubmitted plans and specifications within fifteen (15) calendar days. If the Contract Administrator does not approve the resubmitted plans and specifications, the process set forth above shall continue until the plans and specifications are approved. All plans and specifications that has been approved by the Contract Administrator are collectively referred to hereinafter as the "Approved Plans."

6.4 If required by any governmental entity, the plans and specifications shall be certified by an architect or engineer licensed to practice in the State of Florida.

6.5 Worldwide shall submit to County: (a) working drawings; (b) technical specifications; (c) bid documents, if applicable; (d) schedule for accomplishing improvements; (e) schedule of finishes and graphics; (f) list of furnishings, fixtures and equipment; and (g) certified estimate of the design, development and construction costs. For work that does not require permits from any governmental entity, the Contract Administrator may, in the Contract Administrator's sole discretion, accept sketches instead of plans and specifications.

6.6 Worldwide shall obtain and deliver to County Payment and Performance Bonds for completion of the Stadium-related Improvements in accordance with Article 12 of the Agreement.

6.7 All construction under the Agreement shall be in accordance with the Approved Plans. No material changes shall be made to any Approved Plans, without the prior written approval of the Contract Administrator, which approval shall not be unreasonably withheld or delayed. Any change that requires the issuance of a building permit or modifies an existing building permit shall be considered a material change. If any construction or installation work is performed that includes a material change to the Approved Plans, without the Contract Administrator's approval, Worldwide shall, at its sole cost, and at the direction of the Contract Administrator, remove any work, which is started or completed without Approved Plans and County property shall be restored to the previous condition.

6.8 Any Stadium-related Capital Improvements by Worldwide that require construction plans and specifications, including without limitation "as-built" plans, shall not identify any conduit ducts for cable, telecommunications, electric service, and the like by any specific company name, and such plans shall identify the purpose of such conduits by generic reference only, including without limitation, "phone conduit," "telecommunications conduit," or "power conduit."

6.9 All improvements, installation, equipment and interior design and decor constructed or installed by Worldwide, including the plans and specifications relating to same, shall conform to all applicable laws and regulations. The approval by County of any plans, specifications, or designs shall not constitute a representation or warranty as to such conformity, and the responsibility for compliance shall at all times remain that of Worldwide.

6.10 In addition to the Contract Administrator's approval, Worldwide shall obtain all necessary governmental approvals for the Approved Plans. Any work impacting portions of the Park shall be performed within schedules approved by the Contract Administrator so as to minimize any interruptions to Park operations or maintenance. Worldwide and the Contract Administrator shall closely cooperate in planning and scheduling construction activities in the Park.

6.11 If requested by the Contract Administrator, Worldwide, or Worldwide and any of its Subcontractors providing any of the Stadium-related Improvements, shall meet with the Contract Administrator in periodically scheduled meetings to assess the current status of completion of the Stadium-related Improvements.

6.12 Upon installation, all structures, permanently-affixed fixtures, and other improvements made to the Park by Worldwide shall become part of the Park and the property of County.

6.13 Substantial Completion of Stadium-related Capital Improvements shall mean the date, as certified in writing by Worldwide and its design Subconsultant, and as finally determined by the Contract Administrator in his or her sole discretion, that the applicable Stadium-related Improvements, or a portion thereof, are at a level of completion in substantial compliance with the approved plans and specifications such that all conditions of permits and regulatory agencies have been satisfied, and the improvements can be used or operated in all respects for its intended purpose, and proof of same has been provided to the Contract Administrator. A Certificate of Occupancy (or a Temporary Certificate of Occupancy (TCO) or other alternate municipal/county authorization for limited or conditional occupancy acceptable to the Contract Administrator) must be issued for Substantial Completion to be achieved; however, the issuance of a Certificate of Occupancy or the date thereof are not to be determinative of the achievement or date of Substantial Completion.

6.14 Final Completion of Stadium-related Improvements shall mean the date certified by Worldwide for the particular phase that all conditions and requirements of any permits and regulatory agencies have been satisfied; punch list items have been completed; any documents required by the approved plans and specifications or the Agreement have been received by County; and to the best of Worldwide's knowledge, information, and belief the improvements have been fully completed in accordance with the approved plans and specifications. The certified statements shall confirm Worldwide's expenditures for the Stadium-related Improvements respectively, and any in-kind materials and labor.

6.15 Worldwide shall pay its Subcontractors hired to perform any Stadium-related Improvements, and any suppliers performing work under the Agreement, any undisputed invoice amount within thirty (30) calendar days following receipt of appropriate invoices for such work or supplies. Worldwide shall take such action necessary to resolve any amounts in dispute.

6.16 Construction Claims. County property is not subject to mechanics or construction liens; however, in the event that a lien is filed against any portion of the Park related to the construction

of the Stadium-related Improvements, Worldwide shall cause same to be discharged of record prior to an attempted execution on the Park property or immediately upon entry of any judgment against County, either by payment, deposit or filing a bond in accordance with Florida Law. County shall promptly provide to Worldwide copies of all such liens received by County. Worldwide shall pay, when due, or shall promptly resolve all claims for labor or materials furnished with respect to the Stadium-related Improvements. If the Designated Representative shall, in good faith, contest the validity of any such lien, claim, or demand, then, to the extent permitted by law, Worldwide shall, at its expense, defend itself and County against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof against County.

6.17 Following Final Completion and approval by County of the Stadium-related Improvements, no modification to any portion of the Park or Stadium-related Improvements shall be permitted without prior written approval of the Contract Administrator.

### **Stadium-related Equipment**

7.1 Worldwide shall order within thirty (30) calendar days of the Effective Date of the Agreement, and submit written proof of its order to County, the Stadium-related Equipment described on Exhibit "A-1".

7.2 Worldwide shall be solely responsible for the all costs of the Stadium-related Equipment, including, but not limited to any and all costs of delivery to the Park. Worldwide shall bear all risks of loss for the Stadium-related Equipment until County provides written notice of its acceptance. County shall have the opportunity to inspect the Stadium-related Equipment to determine that it meets the requirements set forth in Exhibit "A-1". County shall provide Worldwide with written notice of its acceptance of the Stadium-related Equipment, and Worldwide shall transfer and convey to County by Bill of Sale, good title to such Stadium-related Equipment. The Stadium-related Equipment shall not be subject to any liens, levies or any encumbrances whatsoever. Worldwide shall provide County with all documents, reports, drawings or instruction manuals relating to Stadium-related Equipment and shall assign to County any applicable warranties.

### **Stadium-related Contributions**

8.1 No later than the thirtieth day of Contract Year 7, Worldwide shall pay to County the amount of Thirty Thousand Dollars (\$30,000) to be used for Stadium-related needs in County's sole discretion.

8.2 No later than the thirtieth day of Contract Year 12, the Parties shall meet to establish the design and specifications for an electronic scoreboard ("Scoreboard Design") to be located in the Stadium. The Scoreboard Design shall include, at a minimum, the requirements established in Exhibit "A-1". The Parties shall continue discussions until a Scoreboard Design is developed; provided, however if the Parties are unable to agree on the Scoreboard Design within the first

ninety (90) calendar days of Contract Year 12 , County shall utilize a Scoreboard Design of its sole choosing that meets ICC minimum standards.

8.3 Worldwide shall provide fifty percent (50%) of County's total cost for the purchase and installation of the scoreboard to be installed in the Stadium; provided, however, that Worldwide's obligations shall not exceed Seven Hundred Fifty Thousand Dollars (\$750,000). This Stadium-related Capital Contribution shall be due and payable to County no later than the thirtieth day of Contract Year 13.

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**Stadium-related Equipment, Capital Improvements, and Contributions Schedule**

Contract Year (CY)	Stadium-related Equipment, Improvements, and Capital Contribution Schedules	Letter of Credit*
(CY1)	<p><b>Within 30 days following the Effective Date of this Agreement:</b></p> <ul style="list-style-type: none"> <li>a. Order Super Sopper.</li> <li>b. Order Tri-Vision Screens and covers.</li> <li>c. Order Cricket square covers.</li> <li>d. Sign contract to install and activate full internet cabling for broadcasting.</li> </ul>	\$265,000
(CY2)	None	\$152,000
(CY3)	<p><b>The following projects must commence within the first 90 days of CY3 and be completed prior to the conclusion of CY3:</b></p> <ul style="list-style-type: none"> <li>a. Build three (3) permanent camera stands and two (2) portable camera stands.</li> <li>b. Build soundproof wall for broadcast area in conference room.</li> <li>c. Design permit &amp; build a referees room with air conditioner and a shower with hot and cold water, where the west side family restroom is presently located.</li> <li>d. Design, permit, and build a home team locker room.</li> </ul>	\$267,000
(CY4)	None	\$152,000
(CY5)	<p><b>The following projects must commence within the first 90 days of CY5 and be completed prior to the conclusion of CY5:</b></p> <ul style="list-style-type: none"> <li>a. Upgrade the stadium lighting to LED.</li> <li>b. Design, permit, and build permanent aluminum bleachers for 5,000 people where the mound seating is presently located.</li> </ul>	\$832,000
Option 1		

(CY6)	None	\$152,000
(CY7)	\$30,000 to be expended at the discretion of the County	\$182,000
(CY8)	None	\$152,000
(CY9)	None	\$152,000
(CY10)	<b>The following project must commence within the first 90 days of CY10 and be completed prior to the conclusion of CY10:</b>  Build out four (4) corporate suites in the second floor of the field house.	\$402,000
Option 2		
(CY11)	None	\$152,000
(CY12)	Scoreboard Design discussions shall commence no later than the thirtieth day of CY 12	\$152,000
(CY13)	Stadium-related Capital Contribution for the Scoreboard shall be due and payable to County no later than the thirtieth day of CY 13.	\$902,000
(CY14)	None	\$152,000
(CY15)	None	\$152,000

**The annual Letter of Credit amount shall include the Annual Guarantee, Stadium-related Contributions, and the estimate of the required Stadium-related Equipment and Stadium-related Capital Improvements in the applicable Contract Year. The figures set forth in the above schedule are current estimates that may be subject to change.**

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**Exhibit A-1**  
**Stadium-related Equipment, Stadium-related Capital Improvement, and Minimum  
Scoreboard Design Requirements**

All equipment and capital improvements must be new materials and approved by the Contract Administrator prior to time of ordering to ensure requirements are met. In addition, all Stadium-related Capital improvements must meet all applicable code requirements and include any necessary building permits, architectural drawings, engineering drawings, and approval by County and the City of Lauderhill.

**Contract Year 1 Stadium-related Equipment**

- **"Super Sopper"** – to remove water from cricket pitch/field without damaging clay
  - Kuranda Super Sopper New Whale, or similar
  - Full hydraulic operation
  - Powered by at least 25 horsepower engine
  - Canopy cover
- **ICC Standard Mechanical Tri-Vision Sightscreens**
  - Portable, on wheels
  - Impact resistant (up to 100 mph cricket ball impact)
  - Dimensions: Approximately 24' long and 20' high (Approximately 24' by 12' without the wheels)
  - Shall meet ICC standards
- **Cricket square covers**
  - Quantity: one (1)
  - Color: The parties shall reasonably decide color
  - Lightweight
  - Durable
  - Dimensions: Approximately 50' by 80'
  - At least 5 reinforced grab handles per side (every 15')
  - Thickness: 16 mil.
- **Run-up covers**
  - Quantity: two (2)
  - Color: one side must be white
  - Lightweight
  - Durable
  - Dimensions: Approximately 60' by 40'
  - Reinforced grab Handles
  - Thickness: 12 mil.
- **Internet Service/Cabling**

- Must provide speeds high enough for broadcast, at least 100 Mbps up and down
- Service to be provided at no cost to Broward County for the term of the contract
- Usage open to all County customers and Broward County
- At least two (2) access ports
  - One on West side of stadium (production truck staging location)
  - One upstairs to second-floor control room

### **Contract Year 3 Stadium-related Capital Improvements**

#### **➤ Permanent Camera/Operator Stands**

- Quantity: three (3)
- Locations: one on east side of stadium seating section, one on west side of stadium seating section, one behind north sight screen (to align with center of cricket square)
- To include cabling to production truck location (West side of stadium) and to upstairs control room
- Must be wired per industry standard for production
- Designs to be approved by Contract Administrator and all appropriate Broward agencies
  - North Center Permanent Camera stand built outside perimeter field fence.
  - Must be built suitable for at least two cameras and operators
  - Approximately 24' height, 34' width, 8' depth
  - Working platform approximately 34' by 8'
  - 8' canopy cover to provide sun and rain protection (brings total structure to approximately 32' height)
  - Stairs from base to platform
  - Design to be approved by the Contract Administrator and all appropriate Broward agencies
  - Other two permanent Camera Stands.
  - Built in line with the mid-wicket outside the perimeter field fence located one on the east and one on the west side. At least 12 feet high with a canopy for sun and rain protection.
  - Must be built suitable for at least one camera and operator
  - Working platform approximately 6' by 8'
  - Stairs from base to platform
  - Design to be approved by the Contract Administrator and all appropriate Broward agencies

#### **➤ Portable Camera/Operator Stands**

- Quantity: two (2)
- To be constructed as scaffolding on wheels (portable)
- Approximately 20' height, 10' width, 8' depth
- Working platform approximately 10' by 8'

- 8' canopy cover to provide sun and rain protection (brings total structure to approximately 28' height)
- Stairs from base to platform
- With outrigging to stabilize structure
  - Wrapped with black screening (to be at least 80% opacity)
- Design to be approved by the Contract Administrator and all appropriate Broward agencies
- **Soundproof Wall for broadcast area**
  - To divide broadcast room on west-side of current 2<sup>nd</sup>-floor "Presidential Viewing Room"
  - 10'5" wide (east to west), 12'4" deep (north to south)
    - Soundproof
    - Design to be approved by the Contract Administrator and all appropriate Broward agencies
- **Cricket Match/Referee's Room**
  - Convert existing stadium west-side family restroom
  - Add air-conditioning
  - Add shower with hot and cold water
    - Hot water heater must be added (at least 30 galloon capacity, or immediate electric heating)
  - Add four (4) lockers (approximately 72"x12"x30")
  - Add seating for four (4) adults
    - Toilet to remain, partitioned off from rest of room
- Design to be approved by the Contract Administrator and all appropriate Broward agencies
- **Home Team Locker Room**
  - To permit and build additional locker room similar to existing locker rooms
  - Design to be approved by the Contract Administrator and all appropriate Broward agencies

#### **Contract Year 5 Stadium-related Capital Improvements**

- **Stadium Lighting Upgrade to LED system**
  - Must tie into Musco Control-Link system (or existing currently in use by Stadium)
  - Meet or exceed stadium industry standard light level
  - Warrantied for 10 years
  - Design to be approved by the Contract Administrator and all appropriate Broward agencies
- **Bleachers**
  - To provide new seating for 5,000 people on north side of stadium in current mound seating area
  - Not covered

- Aluminum construction
- Must have ADA Accessible seats and be compliant with Titles I, II, and/or III of the ADA, as applicable
- Must remove parts of existing mound as needed
- Must prepare foundation if required
- Design to be approved by the Contract Administrator and all appropriate Broward agencies

#### **Contract Year 10 Stadium-related Capital Improvements**

##### **➤ Corporate Suites**

- Quantity: four (4)
- On north side of second floor viewing area alongside windows facing the field
- Similar to finish of existing A/V control room and Presidential Viewing Box
- Glass walls with privacy curtains
- Size and configuration to be determined with the Contract Administrator prior to construction
- Design to be approved by the Contract Administrator and all appropriate Broward agencies

#### **Year 12 Expenditures**

##### **➤ New Scoreboard**

- Must be wired to upstairs control room
- Must be weather resistant
- Display area to be larger than existing scoreboard
- Must meet or exceed current ICC and industry standards for stadium scoreboards (Worldwide shall not be required to fund software to accommodate soccer or activities other than cricket)
- Full specs to be approved by the Contract Administrator at time of decision making, agreeable to both parties

**Exhibit "B"**

Exhibit "B"

**Insurance Requirements**


The following coverage is deemed the minimum insurance required for this project. The selected firm must be prepared to provide proof of insurance commensurate with or in excess of this requirement. Any deviation is subject to the approval of Risk Management.

TYPE OF INSURANCE	MINIMUM LIABILITY LIMITS		
		Each Occurrence	Aggregate
<b>COMMERCIAL GENERAL LIABILITY</b> <b>Broad form or equivalent</b>  <i>With no exclusions or limitations for:</i> <input checked="" type="checkbox"/> Premises-Operations <input checked="" type="checkbox"/> Explosion, Collapse, Underground Hazards <input checked="" type="checkbox"/> Products/Completed Operations <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <input checked="" type="checkbox"/> Other: Advertising/Marketing	Bodily Injury		
	Property Damage		
	Bodily Injury & Property Damage Combined	\$ 3 mil	\$ 5 mil
	Minimum limits:		
<b>BUSINESS AUTO LIABILITY*</b> <b>COMPREHENSIVE FORM</b>  <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Scheduled <input checked="" type="checkbox"/> Any Auto	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	\$ 1 mil	
<b>EXCESS/UMBRELLA LIABILITY</b>  <input checked="" type="checkbox"/> <i>May be used to supplement minimum liability coverage requirements.</i>	Follow form basis or Add'l insd endorse-ment is required		
<input checked="" type="checkbox"/> <b>WORKERS' COMPENSATION</b>  <input checked="" type="checkbox"/> <b>EMPLOYERS' LIABILITY</b>	Chapter 440 FS  (each accident)	<b>STATUTORY</b>  \$ 1 mil	U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water
<input checked="" type="checkbox"/> <b>LIQUOR LIABILITY</b>	(each accident)	\$ 1 mil	
<input checked="" type="checkbox"/> <b>EVENT CANCELLATION / NON-APPEARANCE POLICY</b>	(each occurrence)	\$ 10 mil	
<input checked="" type="checkbox"/> <b>WEATHER CANCELLATION POLICY</b>	(each occurrence)	\$ 10 mil	
<input checked="" type="checkbox"/> <b>GARAGEKEEPERS LIABILITY</b>	Each accident	\$ 1 mil	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES  
 BROWARD COUNTY IS LISTED AS AN ADDITIONAL INSURED ON THE COMMERCIAL GENERAL LIABILITY AND THE BUSINESS AUTOMOBILE POLICIES. WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER APPLIES TO GENERAL LIABILITY, AUTOMOBILE LIABILITY, AND WORKERS COMPENSATION.

**REFERENCE: Cricket Events at Central Broward Regional Park**

**CERTIFICATE HOLDER:**  
**Broward County**  
 115 South Andrews Avenue  
 Fort Lauderdale, FL 33301  
 Attention: Tim Crowley

Digitally signed by TIMOTHY CROWLEY  
  
 DN: dc=cty, dc=broward, dc=bc, ou=Organization, ou=BCC, ou=RM, ou=Users, cn=TIMOTHY CROWLEY  
 Date: 2017.05.09 16:09:44 -0400  
 Risk Management Division

Revised 2015

**Exhibit "B-1"**

Exhibit "B-1"

**Insurance Requirement**

The following coverage is deemed the minimum insurance required for this project. The selected firm must be prepared to provide proof of insurance commensurate with or in excess of this requirement. Any deviation is subject to the approval of Risk Management.

TYPE OF INSURANCE	MINIMUM LIABILITY LIMITS		
		Each Occurrence	Aggregate
<b>COMMERCIAL GENERAL LIABILITY</b> <b>Broad form or equivalent</b>  <i>With no exclusions or limitations for:</i> <input checked="" type="checkbox"/> Premises–Operations <input checked="" type="checkbox"/> Explosion, Collapse, Underground Hazards <input checked="" type="checkbox"/> Products/Completed Operations <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <input checked="" type="checkbox"/> Other: Advertising/Marketing	Bodily Injury		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	\$3 mil	\$ 5 mil
	Personal Injury		
<b>BUSINESS AUTO LIABILITY*</b> <b>COMPREHENSIVE FORM</b>  <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Scheduled <input checked="" type="checkbox"/> Any Auto	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	\$ 1 mil	
<b>EXCESS/UMBRELLA LIABILITY</b>  <i>May be used to supplement minimum liability coverage requirements.</i>	Follow form basis or Add'l insd endorse- ment is required		
<input checked="" type="checkbox"/> <b>WORKERS' COMPENSATION</b>  <input checked="" type="checkbox"/> <b>EMPLOYERS' LIABILITY</b>	Chapter 440 FS  (each accident)	<b>STATUTORY</b>  \$ 1 mil	U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water
<input type="checkbox"/> <b>BUILDER'S RISK (PROPERTY)</b>  <b>"ALL RISK" WITH WIND AND FLOOD</b> Coverage must remain in force until written final acceptance by County.	Maximum Deductible: \$10 k  <b>DED for WIND or WIND &amp; FLOOD not to exceed 5% of completed value</b>  CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		<b>Completed Value form</b>
<input checked="" type="checkbox"/> <b>CYBER LIABILITY, TECHNOLOGY ERRORS OR OMISSIONS INSURANCE</b>	Maximum Deductible:  10K	\$ 1 mil	<b>Completed Value form</b>

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES  
 Broward County is listed as an additional insured on the general liability and automobile liability policies. Waiver of Subrogation in favor of the Certificate Holder applies to general liability, automobile liability, and workers compensation.

**Reference: Worldwide Sports management Group– Cricket Stadium Central Broward Regional Park**

CERTIFICATE HOLDER:

**Broward County**  
 115 South Andrews Avenue  
 Fort Lauderdale, FL 33301  
 Attn: Tim Crowley

Digitally signed by TIMOTHY CROWLEY  
 DN: dc=cty, dc=broward, dc=bc, ou=Organization, ou=BCC, ou=RM, ou=Users, cn=TIMOTHY CROWLEY  
 Date: 2017.05.09 16:03:38 -0400

Risk Management Division

**EXHIBIT "C"**

**FORM 007500-1: PERFORMANCE BOND**

Project Name: «Project\_Name»  
Project Number: «Project\_Number»

BY THIS BOND, We \_\_\_\_\_, as Principal, hereinafter called Contractor, and \_\_\_\_\_, as Surety, under the assigned Bond Number \_\_\_\_\_, are bound to Broward County, Florida, as Obligee, hereinafter called County, in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, entered into a Contract, Bid/Contract No. \_\_\_\_\_, with County, which Contract Documents are by reference incorporated herein and made a part hereof, including any and all provisions for liquidated damages, and other damages identified, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if Contractor:

- 1) Performs the Contract between Contractor and County for construction of \_\_\_\_\_, in the time and manner prescribed in the Contract; and
- 2) Pays County all losses, liquidated damages, expenses, costs and attorneys' fees including appellate proceedings, that County sustains as a result of default by Contractor under the Contract; and
- 3) Performs the guaranties of all work and materials furnished under the Contract for the time specified in the Contract; then THIS BOND IS VOID, OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.

Whenever Contractor shall be, and is declared by County to be, in default under the Contract, County having performed County's obligations thereunder, the Surety shall promptly:

- a) Complete the required performance in accordance with the terms and conditions of the Contract Documents; or
- b) Obtain a bid or bids for completing the Project in accordance with the terms and conditions of the Contract Documents, and upon determination by Surety of the lowest responsible Bidder, or, if County elects, upon determination by County and Surety jointly of the lowest responsible Bidder, arrange for a contract between

such Bidder and County on the same terms and conditions as the Contract [insert] otherwise agreed by County, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by County to Contractor under the Contract and any amendments thereto, less the amount properly paid by County to Contractor.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Broward County named herein.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:

CONTRACTOR

\_\_\_\_\_  
Corporate Secretary or other person  
authorized to attest

By: \_\_\_\_\_  
Authorized Signor

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name and Title  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_

(CORPORATE SEAL OR NOTARY)

IN THE PRESENCE OF:

SURETY:

\_\_\_\_\_  
\_\_\_\_\_  
Signature

By \_\_\_\_\_  
\_\_\_\_\_  
Agent and Attorney-in-Fact

\_\_\_\_\_  
\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
\_\_\_\_\_  
(Print/Type Name)



\_\_\_\_\_  
Signature

Address: \_\_\_\_\_  
\_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City/State/Zip Code)

Telephone No.: \_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT "D"**

**FORM 007500-2: PAYMENT BOND**

Project Name: «Project\_Name»

Project Number: «Project\_Number»

KNOW ALL BY THESE PRESENTS:

That we \_\_\_\_\_, as Principal (hereinafter called "Contractor"), and \_\_\_\_\_, as Surety, are bound to Broward County, Florida (hereinafter called "County"), as Obligee, in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, Bid/Contract No. \_\_\_\_\_, awarded the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, with County for \_\_\_\_\_ in accordance with the Contract Documents prepared by \_\_\_\_\_ which Contract Documents are by reference made a part hereof (and for the purposes of this Bond are hereafter referred to as the "Contract");

THE CONDITION OF THIS BOND is that if Contractor:

1. Pays County all losses, damages, expenses, costs and attorneys' fees including appellate proceedings, that County sustains because of default by Contractor under the Contract; and
2. Promptly makes payments to all claimants as defined by Florida Statute Section 225.05(1) for all labor, materials and supplies used directly or indirectly by Contractor in the performance of the Contract;

THEN CONTRACTOR'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT SUBJECT, HOWEVER, TO THE FOLLOWING CONDITIONS:

- A. A claimant, except a laborer, who is not in privity with Contractor and who has not received payment for its labor, materials, or supplies shall, within forty-five (45) days after beginning

to furnish labor, materials, or supplies for the prosecution of the work, furnish to the Contractor a notice that he intends to look to the bond for protection.

- B. A claimant who is not in privity with the Contractor and who has not received payment for its labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to the Contractor and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment.
- C. No action for the labor, materials, or supplies may be instituted against the Contractor or the Surety unless the notices stated under the preceding conditions (A) and (B) have been given.
- D. Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect the Surety's obligation under this Bond.

Signed and sealed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

CONTRACTOR

\_\_\_\_\_  
Corporate Secretary or other person  
authorized to attest

By: \_\_\_\_\_  
Authorized Signor

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name and Title

\_\_\_\_ day of \_\_\_\_\_, 20\_\_

(CORPORATE SEAL OR NOTARY)

IN THE PRESENCE OF:

SURETY:

\_\_\_\_\_  
Signature

By \_\_\_\_\_  
\_\_\_\_\_  
Agent and Attorney-in-Fact

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print/Type Name)

\_\_\_\_\_  
Signature

Address: \_\_\_\_\_  
\_\_\_\_\_  
(Street)  
\_\_\_\_\_  
(City/State/Zip Code)  
Telephone No.: \_\_\_\_\_  
\_\_\_\_\_

**FORM 007500-3: CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the Secretary of the corporation named as Principal in the foregoing; that \_\_\_\_\_, who signed the Bond(s) on behalf of the Principal, was then \_\_\_\_\_ of said corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said Bond(s) was (were) duly signed, sealed and attested to on behalf of said corporation by authority of its governing body.

\_\_\_\_\_ (Seal) as Secretary of  
\_\_\_\_\_  
(Name of Corporation)

(SEAL)

STATE OF FLORIDA            )  
                                          ) SS.  
COUNTY OF BROWARD        )

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared \_\_\_\_\_, who sworn upon oath acknowledged that he/she is authorized to execute the foregoing Performance and Payment Bond on behalf of Contractor named therein in favor of County.

Subscribed and Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires: \_\_\_\_\_  
Notary Public, State of Florida at Large

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Bonded by \_\_\_\_\_

## Exhibit "E"

### ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "Agreement") is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between WORLDWIDE SPORTS MANAGEMENT GROUP, LLC, a Florida Limited Liability Corporation ("Worldwide"), and \_\_\_\_\_, ("Escrow Agent").

### RECITALS

A. Worldwide has entered into an Agreement with Broward County, a political subdivision of the State of Florida ("County") for the Promotion and Management of International Cricket Events and Major Cricket Events at the Central Broward Regional Park (the "Cricket Agreement"). Worldwide has [*Stadium-related Equipment or Stadium-related Capital Improvements or Stadium-related Contributions*] obligations established in the Cricket Agreement which must be performed within the period from [insert time range], (the "Obligation").

B. The Cricket Agreement requires Worldwide to secure the performance of its Obligation and permits Worldwide to utilize an Escrow Account.

C. The Escrow Agent is a federally or state chartered bank.

D. Worldwide shall place in escrow with Escrow Agent the aggregate dollar amount required to fund [*Stadium-related Equipment or Stadium-related Capital Improvements or Stadium-related Contributions*] and, if within [enter period] months of the date of this Agreement, Worldwide has not completed the Obligation then the Escrowed Funds shall be released to the County in accordance with the terms and provisions of this Agreement.

**NOW, THEREFORE**, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Worldwide and Escrow Agent agree that the foregoing recitals are true and correct and are incorporated herein as if repeated at length.

2. The County and Worldwide have agreed that the aggregate dollar amount of the Obligation is \$\_\_\_\_\_, and Worldwide has deposited with Escrow Agent such amount (the "**Escrowed Money**"). The Escrow Agent hereby acknowledges receipt of the Escrowed Money and agrees to hold the same in trust and disburse the Escrowed Money in accordance with the terms of this Agreement. Escrow Agent shall not be obligated to invest the Escrowed Money in an interest-bearing account.

3. Escrow Agent shall hold the Escrowed Money and disburse same as follows:

(a) If the County Administrator submits a signed statement to Escrow Agent stating that Worldwide has not properly completed its Obligation, Escrow Agent shall disburse the Escrowed Money to the County; or

(b) Upon submission of a written notice by the County Administrator that the Obligation has been properly completed and accepted by County, the Escrowed Funds shall be released to Worldwide.

4. Monies released to the County under paragraphs 3(a) above shall be used by the County for the purposes for which such Escrowed Money was deposited. Release of the funds held in escrow to the County does not release Worldwide from the requirement of its Obligation.

5. All notices and/or written statements given or made pursuant hereto, or for the purposes of invoking or enforcing any of the provisions hereof, shall be in writing, and shall be sent by (i) personal delivery, (ii) delivery by a recognized overnight courier, (iii) United States mail, postage prepaid, registered or certified mail, or (iv) facsimile, with proof of transmission, addressed as follows:

If to Worldwide: c/o KPC Properties, LLC  
6400 N. Andrews Avenue  
Suite 490  
Fort Lauderdale, Florida 33309  
Email address: [kpersaud61@gmail.com](mailto:kpersaud61@gmail.com)

With Copy to: John Milledge, PA  
200 S.W. First Avenue, Suite 800  
Fort Lauderdale, Florida 33301  
Email Address: [john@jmmpa.com](mailto:john@jmmpa.com)

If to County: Broward County Parks and Recreation Division  
Attn: Director, Dan West  
950 Northwest 38<sup>th</sup> Street  
Oakland Park, Florida 33309  
Email address: [danwest@broward.org](mailto:danwest@broward.org)

With Copy to: Joni Armstrong Coffey  
Broward County Attorney  
115 South Andrews Avenue, Suite 423

Fort Lauderdale, FL 33301

Personal delivery or overnight courier shall be effective upon receipt or as of the date of first attempted delivery, and notice by mail shall be effective upon deposit in the United States mail in the manner above described, and notice by facsimile shall be effective upon transmission. Any of the foregoing addresses may, at any time by giving ten (10) days' prior written notice to the other addressees, designate any other address in substitution of the foregoing address. All notices from \_\_\_\_\_ to the Escrow Agent shall be copied to the County, and all notices from the County to the Escrow Agent shall be copied to Worldwide.

6. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all constituting only one agreement.

7. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida.

8. This Agreement is binding on all successors in interest and assigns.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date set forth above.

**WORLDWIDE:**

**By:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**ESCROW AGENT:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



Print Name: \_\_\_\_\_

Review and approved as to form:  
Joni Armstrong Coffey, County Attorney

\_\_\_\_\_  
Assistant County Attorney

Dated: \_\_\_\_\_

**Exhibit "F"**

AFFIDAVIT  
[CRIMINAL BACKGROUND SCREENING]

AGREEMENT TITLE: \_\_\_\_\_

CONTRACTOR'S NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

By signing this form, I am swearing or affirming that all individuals required to be background screened pursuant to Article 14 of the Agreement have been background screened in accordance with the background screening requirements set forth in such Article 14 and have been deemed eligible by Worldwide to provide such services or activities as described in the Agreement. The information contained in this Affidavit is up to date as of the date this Affidavit is furnished to the Contract Administrator per the requirements of the Agreement.

All individuals required to be background screened under the Agreement at the Park are listed below under categories 1 and 2 below. Each individual shall be identified by name, birth date, and date deemed eligible and shall fall into one (1) of the following categories:

- 1. Initially screened and deemed eligible.

[Insert list of individuals] *[Applicable only to first monthly Affidavit. Thereafter, only categories 2 and 3 must be completed.]*

- 2. New individuals screened and deemed eligible.

[Insert list of individuals]

- 3. Individuals no longer providing services for Worldwide under the Agreement at the Park.

[Insert list of individuals]

\_\_\_\_\_  
Signature of Affiant

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
My commission expires: NOTARY PUBLIC, STATE OF FLORIDA

My signature, as Notary Public, verifies the Affiant's identification has been validated by

\_\_\_\_\_.