

**Item # 73 (3)**  
**Substitute Article 7 of Exhibit 2**

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

**SUBMITTED AT THE REQUEST OF**  
**COMMISSIONER MARK BOGEN**

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." other than for cause as described above for the following reasons: (a) Worldwide becomes a debtor in, or the subject of, a voluntary or involuntary bankruptcy or receivership; (b) any of Worldwide's officers or executives is indicted for a felony, charged with acts of moral turpitude, or engages in dishonesty, fraud, misconduct, or disreputable conduct that adversely and materially impairs or impacts public access to the Park or the reputation, goodwill, or position of Broward County or the Park; (c) a final sanction is issued by ICC, or any other professional cricket organization, involving any conduct by Worldwide involving dishonesty, gross negligence, gross mismanagement, or a violation of the ICC Code of Conduct that adversely and materially impairs the reputation, goodwill, or position of Broward County or the Park. Termination, as authorized herein, shall occur upon such notice as deemed appropriate under the circumstances.~~

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.