

ITEM #42⁽²⁾

ADDITIONAL MATERIAL

**Regular Meeting
OCTOBER 9, 2018**

SUBMITTED AT THE REQUEST OF

COMMISSIONER STEVE GELLER

Proposed Amendment to Amended and Restated Agreement in Item 42

The County Attorney's Office is directed to insert this language into the Amended and Restated Agreement.

LABOR PEACE REQUIREMENT. A thriving tourism industry is vital to the local economy, and tourism-related revenues are critical to the protection of the health, safety, and welfare of Broward County residents. A well-functioning Center is a necessary central component of County's tourism industry. One indication thereof is that, in addition to current efforts and expenditures to dramatically improve and expand the Center, County is currently completing a process that will result in it expending substantial sums to develop a convention center hotel to provide lodging primarily to attendees of conventions. Accordingly, County has a compelling proprietary interest in ensuring that SMG has taken all appropriate and required measures to assure that critical services are available at the Center on a continuous and uninterrupted basis. In furtherance thereof, the Parties agree as follows:

Within ninety (90) days after County approves this Amended Agreement, SMG and County will work collaboratively and in good faith to develop labor peace language that is acceptable to each party. Once drafted, the language will be inserted into this Amended Agreement pursuant to a further amendment (the "Labor Peace Amendment"). SMG agrees and stipulates that, if the Labor Peace Amendment is not executed by SMG and County within ninety (90) days after County approves this Amended Agreement, or within such reasonable extension thereto granted by County in writing based on a demonstration of good cause by SMG, County may, at its sole election, within sixty (60) days after the end of such ninety (90) day or extended period approved by the County in writing, declare its approval of the Amended Agreement null and void, in which event the Parties' contractual relationship shall return to being governed, for the balance of the Existing Term, by the Agreement as though it had never been amended by the Amended Agreement.