

**Item # 38**

**ADDITIONAL MATERIAL**

**Regular Meeting**

**MARCH 5, 2019**

**SUBMITTED AT THE REQUEST OF**

**OFFICE of the COUNTY**

**ATTORNEY**

**MEMORANDUM**

**TO:** Board of County Commissioners

**FROM:** Jeffery S. Siniawsky, Senior Assistant County Attorney 

**DATE:** March 1, 2019

**RE:** **Item No. 38 on the March 5, 2019, County Commission Agenda Regarding Worldwide Sports (Cricket) First Amendment, and an Update on Butterfly World Agreement**  
CAO File: 60115

I have been tasked by the County Attorney with preparing the First Amendment to the County's Agreement with Worldwide Sports (Cricket), which is Item 38 on the March 5 Board meeting agenda. After the agenda printed, the parties agreed to two changes, shown on pages 3 and 9 attached hereto. If the Board approves Item 38, the attached pages will be substituted for those pages in the draft amendment as initially printed.

I have also been tasked, in coordination with the Parks and Recreation Division, with negotiating and drafting the proposed license agreement with Butterfly World. We have been working for many months to reach an acceptable agreement, and had recently reached a conceptual agreement on virtually all business points. We had anticipated placing the proposed agreement on the Board's March 28 meeting agenda. However, Butterfly World recently retained new legal counsel who earlier this week proposed very substantial revisions to the conceptual agreement. These newly proposed revisions will take time to review and analyze, and further negotiation will be required to reach a new conceptual agreement. We estimate that this proposed agreement will be ready for the Board's consideration within the next 30 to 60 days. We will keep you apprised of any material developments regarding this transaction.

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**Please feel free to contact the County Attorney or me (extension 7610) with any questions or concerns regarding either of these matters.**

**JSS/dp  
Attachments**

**c/att: Bertha Henry, County Administrator  
Bob Melton, County Auditor  
Andrew J. Meyers, County Attorney**

Year and applied against the Annual Guarantee for the subsequent Contract Year, and the Annual Guarantee Installment shall be adjusted accordingly.

5. Section 4.7 of the Agreement is hereby deleted as follows:

~~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.~~

6. Article 9, STADIUM BOOKINGS, of the Agreement is hereby amended as follows:

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. In accordance with the Annual Cricket Guarantee set forth in Section 1.1 of Exhibit A, commencing on the first anniversary of the Effective Date of the Agreement, Worldwide may provide County with requested dates for three (3) International Cricket Events in furtherance of the satisfaction of Worldwide's obligations set forth in Section 1.1 of Exhibit A, and may provide County with requested dates for two (2) additional International Cricket Events, up to five (5) International Cricket Events per Contract Year, for a combined total of up to nine (9) Event Days ("Requested Dates") each Contract Year. In the event that International Cricket Events are held on two (2) consecutive weekends, it is the intent of this provision to recognize a separate two-day tournament that is held mid-week as a separate International Cricket Event.

9.2.1 During the period July 15 through September 15 of each Contract Year ("First Option Period"), Worldwide shall have first option to book International Cricket Events at the stadium. Worldwide must give County written notice of an International Cricket Event booking no less than ninety (90) days' prior to the applicable Event. Labor Day weekend (Friday through Monday, inclusive) is expressly excluded from Worldwide's First Option Period each Contract Year and is exclusive to County's use or booking of events without being subject to rescheduling, as described in the following sentence, during that time. At all other times during the First Option Period, County may book events at the stadium, but shall advise the party booking the event that the event is subject to being rescheduled. Worldwide shall receive County's approval of the Requested Dates during the First Option Period upon its compliance with the notice provision of this section. County and Worldwide stipulate that each will use its best efforts each Contract Year to accommodate any event booked by the Greater Fort Lauderdale Convention and Visitors Bureau that requires the use of the stadium during the First Option Period.

access to the Stadium facility only during posted park hours and during extended stadium hours during cricket matches for pitch preparation.

If Worldwide elects to provide the curator services, then, upon Worldwide's commencement of maintenance and preparation of the cricket square, and provided that Worldwide continues to provide curator services, Worldwide shall receive a credit in the amount of Thirty Thousand Dollars (\$30,000.00) annually during each Contract Year, against the Annual Guarantee. The credit shall be applied in equal monthly installments of Two Thousand Five Hundred Dollars each (\$2,500.00) to each Annual Guarantee Installment. In the event that Worldwide's commencement of maintenance and preparation obligations occurs on a date other than the first day of Contract Year 2, the credit shall be prorated accordingly based upon the number of days remaining in Contract Year 2 as a percentage of three hundred sixty-five (365) days, and application of the credit shall commence the month following Worldwide's commencement of the cricket square maintenance and preparation obligations.

11. Section 8.1 of Exhibit A is hereby amended as follows:

~~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.~~

12. The following Schedule contained in Exhibit A is hereby amended as follows:

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

Contract Year (CY)	Stadium-related Equipment, Improvements, and Capital Contribution Schedules	Letter of Credit* <u>Estimated Expenditure</u>
(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>	<p><del>\$265,000</del> <del>\$100,000</del> <u>(satisfied)</u></p>
(CY2)	<p>None</p> <ul style="list-style-type: none"> <li>a. <u>Upgrade the stadium lighting to LED.</u></li> </ul>	<p><del>\$152,000</del> <del>\$550,000</del> <u>(satisfied)</u></p>