

# Memorandum



**Date:** December 5, 2017

**To:** Honorable Chairman Esteban L. Boyo, Jr.  
and Members, Board of County Commissioners

Agenda Item No. 8(H)(1)

**From:** Carlos A. Gimenez  
Mayor

**Subject:** Contract Termination Agreement between Miami-Dade County and International Players Championship, LLC and IMG Worldwide, LLC and Amendment to Marquee Event Performance-Based Grant Agreement between the County and South Florida Stadium LLC

## Recommendation

It is recommended that the Board of County Commissioners ("Board") approve: (1) a Contract Termination Agreement ("Termination Agreement") between Miami-Dade County ("County") and International Players Championship, LLC (formerly known as International Players Championship, Inc.) ("IPC") and IMG Worldwide, LLC ("IMG") for a mutual termination of the tennis tournament agreement; and (2) an Amendment No. 1 to the Marquee Event Performance-Based Grant Agreement ("Grant Amendment") between the County and South Florida Stadium LLC ("Stadium LLC").

## Scope

The Crandon Park Tennis Center, home to the annual Miami Open Tennis Tournament, is located at 7300 Crandon Boulevard on Key Biscayne in County Commission District 7, which is represented by Commissioner Xavier L. Suarez. The stadium currently known as the Hard Rock Stadium is located at 347 Don Shula Drive, Miami Gardens, FL 33056 in County Commission District 1. However, both the tennis center and the Hard Rock Stadium are facilities of regional significance.

## Fiscal Impact/Funding Source

Under the terms of the Termination Agreement, IPC agrees to pay the County \$1,300,000 for pending amounts identified in the Audit and Management Services Departments audits of the tennis tournament. The termination payment funds will be placed into the Parks, Recreation and Open Spaces Department's (PROS) Coastal Park and Marina Enterprise trust fund index code PRR600940074. The 2018 tennis tournament will be held at the Crandon Park Tennis Center before relocating to Hard Rock Stadium in 2019. The County would forego revenues of approximately \$2,500,000 per year from not hosting the tennis tournament at Crandon Park from 2019 through 2023, the termination of the current agreement. Over the same period of time, PROS would avoid tournament-related expenses of approximately \$2,000,000 per year. Through a combination of increased revenues and expense reductions, the Department will balance the facility's budget for that period. Subject to annual budget appropriation, The Parks, Recreation and Open Spaces Department (PROS) will continue to receive \$1,000,000 in Convention Development Tax funding to help offset the expense of the tennis center at Crandon Park. Beginning in 2024, the County will include the Miami Open Tennis Tournament as a Tier One Event in the Grant Agreement, with a base amount of one million dollars (\$1,000,000), which is estimated to total up to \$13,000,000.

**Track Record/Monitor**

The Termination Agreement (Attachment A) will be monitored by Jessica Tyrrell, PROS' Contract Manager and the Grant Amendment (Attachment B) will be monitored by Jennifer Moon, Director, Office of Management and Budget.

**Background**

**Tennis Tournament Agreement**

The County and IPC entered into an agreement in 1986, amended in 1988 and 1990, for the development of a tennis center within Crandon Park and the use thereof to conduct a major tennis tournament ("Tournament Agreement"), now known as the Miami Open. The first tournament was held at the Crandon Park Tennis Center in 1986 and the Miami Open has grown in stature as an international event that brings the world's top tennis players to Miami and draws visitors from across the globe. Tournament annual attendance of 300,000 by local and international visitors has contributed to the Miami Open's evolution into a top-tier tournament and mirrored Miami's rise as a global city, broadcasting the County brand around the world. What began as a regional event has grown to become one of the premier stops on the professional tour.

The initial term of the Tournament Agreement between the County and IPC is through 2023 and automatically renews for a ten-year period, to 2033, unless one of the parties declines to renew. IPC approached the County desiring to terminate the Tournament Agreement at the conclusion of the 2018 tennis tournament as a result of its inability to improve the Crandon Park Tennis Center. IPC intends to relocate the tennis tournament to the Hard Rock Stadium site for the 2019 tennis tournament.

The County agreed to a mutual termination of the Tournament Agreement with IPC in exchange for: (1) a \$1.3 million payment to the County to resolve the outstanding amounts due based on audits by the Audit and Management Services Department, for tournaments from 2009 through 2014; (2) an agreement by IPC/IMG to not relocate the tennis tournament outside of the County for a period of twenty (20) years, commencing with the 2019 tennis tournament; and (3) an agreement by IPC/IMG to, over that 20-year period, hold all official events associated with the tournament (e.g., parties and ceremonies) within Miami-Dade County and have its employees and third-party contractors use and promote hotels and rental facilities within Miami-Dade County.

Should IPC/IMG default on the non-relocation clause of the Termination Agreement, the County is entitled to liquidated damages as described in Appendix A of the Termination Agreement. Liquidated damages decrease annually, such that the amount of liquidated damages for an uncured default in the first year of the Agreement is \$12.5 million and in the last year of the agreement is \$125,000.

The benefit of the Miami Open's relocation to the Hard Rock Stadium site is that the tournament will remain within the County beyond the period during which the tournament would otherwise be held at Crandon Park. The Miami Open will continue to benefit the County from the jobs, economic activity, sales tax, bed tax and other revenues generated by the tournament. In addition, IPC has agreed to endeavor to continue existing community outreach programs and create new programs at the new venue. Approval of the Termination Agreement would also enable the tournament to grow and remain competitive with other venues such as the US Open in New York, Indian Wells in California, and

other premier tennis tournaments. The Termination Agreement would not be effective unless and until IPC and Stadium LLC finalize their agreement for the relocation of the Miami Open to the Hard Rock Stadium site.

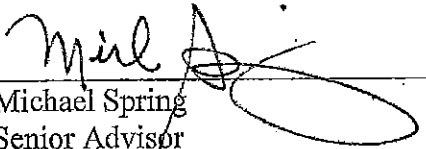
**Marquee Event Performance-Based Grant Agreement**

The County approved and executed the Grant Agreement with Stadium LLC in 2014, which Grant Agreement provides for the eligibility of Stadium LLC to receive grants of CDT funds upon hosting of certain events at the Hard Rock Stadium. Stadium LLC and IPC have been negotiating for the relocation of the Miami Open to the Hard Rock Stadium and surrounding grounds, provided the County and IPC reach agreement on the termination of the Tournament Agreement.

The Grant Amendment includes technical amendments to clarify that any CDT grant funds received could only be used for the operations of or capital improvements to the Hard Rock Stadium itself and not on facilities built elsewhere on the grounds. The Grant Amendment also specifies that any tennis tournament held at Hard Rock Stadium prior to 2024 is and will not be deemed a qualifying event under the Grant Agreement eligible to receive a CDT grant. Qualifying events are listed in Appendix 1 of the Grant Agreement and include events such as a Super Bowl, World Cup Final, a College Football Championship Game or Semi-Final Game, a non-final World Cup Match, and an International soccer match or other sporting event which attracts significant tourists to the County with at least 55,000 paid tickets distributed.

Hard Rock Stadium has hosted tourism-generating marquee events, including BCS National Championship games, WrestleMania XXVIII, the 2010 Pro Bowl, world-class concerts, the International Champions Cup, and international soccer matches involving teams such as F.C. Barcelona, the Brazilian national soccer team, and the Spanish national soccer team. Marquee event grants are considered grants for economic development and incentive that will result in a demonstrable economic return to the public, enable the stadium to attract and host marquee events that generate substantial tourism, and will ensure the stadium be operated and maintained in a manner which will continue to attract future marquee events. In 2016, Stadium LLC completed \$350 million in stadium modernization projects including a rooftop shade canopy, new seating for spectators in the lower bowl, installation of large video boards, renovations to the concourses, and other upgrades.

Board approval of the Grant Amendment is in the best interest of the County in order to continue to attract and retain world class events such as the Miami Open Tennis Tournament.

  
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Michael Spring  
Senior Advisor

Attachments

ATTACHMENT A

CONTRACT TERMINATION AGREEMENT

This Contract Termination Agreement (the "Agreement") is entered into this 28th day of November 2017 ("Effective Date") by and between Miami-Dade County (the "County"), a political subdivision of the State of Florida, International Players Championship, LLC (formerly known as International Players Championship, Inc.) ("IPC"), and IMG Worldwide, LLC, ("IMG," collectively with the County and IPC, the "Parties").

WHEREAS, the County, through its Parks, Recreation and Open Spaces Department ("PROS") owns and operates Crandon Park, public park property, which includes the Crandon Park Tennis Center located at 7300 Crandon Boulevard, Key Biscayne, FL 33149 (the "Park"); and

WHEREAS, On July 15, 1986, via Resolution No. R-891-86 the County entered into an agreement with IPC, subsequently amended in 1988 by Resolution No. R-712-88 ("First Amendment") and in 1990 by Resolution No. R-1187-90 ("Second Amendment") (together, the agreement approved under Resolution No. 891-86, the First Amendment, and the Second Amendment, are the "Tournament Agreement"), to host a tennis tournament at Crandon Park, currently known as the Miami Open; and

WHEREAS, IPC is an indirect wholly-owned subsidiary of IMG; and

WHEREAS, the Tournament Agreement between the County and IPC expires at the conclusion of the Tennis Tournament (as defined herein) to be played in 2023 and will automatically renew for an additional ten year term unless the County or IPC decide to exercise their option to not renew the Tournament Agreement; and

WHEREAS, IPC has informed the County that it no longer wishes to conduct the annual tennis tournament now known as the "Miami Open" (the "Tennis Tournament") at the Park and requests an amicable termination of the Tournament Agreement; and

WHEREAS, accordingly, the County and IPC desire to terminate the Tournament Agreement at the conclusion of the 2018 Tennis Tournament on the terms and conditions set forth herein,

NOW, THEREFORE, in consideration of the promises, and other good and valuable consideration, and the mutual covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The Parties agree that the above recitals are true and correct and that those recitals are incorporated by reference into this Agreement and form a part of this Agreement.

2. Effective Dates.

a. **Effective Date of this Agreement.** The Effective Date of this Agreement shall be the date upon which the following two events have occurred ("Conditions Precedent to Effectiveness"):

- i. Approval by the Miami-Dade County Board of County Commissioners ("Board") provided, however, that such Board approval shall not be effective until the earlier of a) the date the Mayor of Miami-Dade County indicates approval of such Commission action, or b) the lapse of ten (10) days without the Mayor's veto. In the event that the Mayor vetoes the Board approval, the Board approval shall not be effective in the absence of an override of the Mayor's veto that shall be at the next regularly scheduled meeting of the Board after the veto occurs, in which case such override date shall be the operative date. The actions of the Board and the Mayor in connection with the award or rejection of any contract rests within their sole discretion.
- ii. IPC entering into an agreement with the current owner of Hard Rock Stadium regarding the Tournament being played at Hard Rock Stadium.

To the extent that the Conditions Precedent to Effectiveness have not occurred on or before January 31, 2018, this Agreement shall be null and void and the Parties shall return to the status quo existing before the Parties' preparation of this Agreement.

b. **Effective Date of Termination.** Subject to the terms and conditions of this Agreement, IPC and the County hereby agree to the mutual termination of the Tournament Agreement on June 30, 2018 ("Termination Date"), with IPC and the County relinquishing all rights and obligations under the Tournament Agreement thereafter.

3. **Approvals.** The Parties hereby represent and warrant that they have received all approvals necessary in order to execute this Agreement.

4. **No Admission of Liability.** The Parties acknowledge and agree that neither the payment of any sum of money nor the execution of this Agreement by the Parties will constitute or be construed as an admission of any wrongdoing or liability whatsoever by any party.

5. **Payment Obligations and Terms.** In consideration for the Parties' entry into this Agreement and in order to resolve the audits of the Audit and Management Services Department, IPC agrees to pay the County \$1,300,000.00 ("Payment") exclusive of any amounts already paid by IPC to County as of the Effective Date. The County acknowledges that the Payment is being made by IPC in exchange for the settlement of all current and future amounts owed by IPC to the County in connection with the Tournament Agreement, other than those amounts owed by IPC in connection with the 2018 Tournament (but, for the avoidance of doubt, excluding any unredeemed parking pass revenues associated with the 2018 Tournament). The County hereby waives any existing or future audit rights it may have with respect to the Tennis

Tournament; provided, however, that in connection with the 2018 Tournament, IPC agrees to provide all necessary supporting documentation with regards to those amounts owed by IPC in connection with the 2018 Tournament, and IPC and the County agree to work collaboratively and in good faith to resolve any disputes regarding such payment within sixty (60) days after IPC's payment to the County. If, after such sixty (60) day period, IPC and the County are unable to agree on any material discrepancies with regards to the amount owed for the 2018 Tournament, the County shall have the right to exercise its audit rights pursuant to the Tournament Agreement solely with respect to the discrepancies identified by the County during the sixty (60) day period. The Payment shall be paid as follows: (a) fifty percent (50%) of the Payment (\$650,000.00) shall be due within ten (10) business days of the Effective Date; and (b) fifty percent (50%) of the Payment (\$650,000.00) shall be due on or before January 31, 2018. IPC shall pay the Payment either via wire transfer pursuant to written instructions sent by the County or by check made payable to Miami-Dade County, and delivered via FedEx to PROS, attn.: Jessica Tyrrell, Contract Management Section, 275 N.W. 2<sup>nd</sup> Street, 5<sup>th</sup> Floor, Miami, FL 33128, or as otherwise instructed in writing by the County. IPC shall continue to pay rental amounts otherwise due under the Tournament Agreement through the Termination Date.

6. Non Relocation.

a. As a material inducement to the County to agree to the early termination of the Tournament Agreement, IPC has agreed to enter into this Agreement to assure that IPC will host and hold the Tennis Tournament and, as set forth in § 7 hereof, certain events attendant thereto, in Miami-Dade County. IPC agrees that, for a period of 20 years, commencing with the 2019 Tennis Tournament conducted by IPC ("Non-Relocation Term"), IPC shall:

- i. Maintain its offices and principal place of business with respect to the Tennis Tournament within Miami-Dade County;
- ii. Cause the Tennis Tournament to be played, in its entirety, at one or more facilities within Miami-Dade County, including but not limited to all the matches and sessions for the Tennis Tournament; and
- iii. Not enter into any contract or agreement, or make any request or approve any request, to relocate the Tennis Tournament outside of Miami-Dade County in violation of this Agreement.

*MS*  
*FS*

b. Loss/Unavailability of Venue; Sanction. Notwithstanding § 6.a, if at any time during the Non-Relocation Term, (i) IPC's agreement with the current owner of the proposed venue for the Tennis Tournament, currently known as Hard Rock Stadium, is terminated early due to the mutual agreement of the parties to such agreement, or due to circumstances not caused by IPC's willful misconduct, intentional conduct, or gross negligence, or (ii) the professional tennis tours responsible for sanctioning the Tennis Tournament (currently the Association of Tennis Professionals ("ATP") and the Women's Tennis Association ("WTA")) revoke the sanction for IPC to host the Tennis Tournament, and, in each case, following commercially reasonable efforts of IPC to secure a suitable facility to host the Tennis Tournament within Miami-Dade County (subject to approval of the ATP and WTA) with commercially reasonable terms and conditions

substantially similar to those included in IPC's agreement with the current owner of the proposed venue, IPC shall be entitled to make arrangements for an alternate site for the Tennis Tournament and shall be relieved of the requirements of this § 6.

c. Force Majeure. Notwithstanding § 6.a, if at any time during the Non-Relocation Term, a Force Majeure Event exists that prevents IPC from complying (either on a temporary or permanent basis) with the covenant set forth in § 6, then IPC shall be entitled to make arrangements for an alternate site for the Tennis Tournament, provided that IPC shall make commercially reasonable efforts to secure an alternate suitable facility located within Miami-Dade County (subject to approval of the ATP and WTA) with commercially reasonable terms and conditions substantially similar to those included in IPC's agreement with the current owner of the proposed venue. If IPC, after exercising such efforts, is unsuccessful in making such arrangements within Miami-Dade County, then IPC shall be relieved of the requirements of this § 6, but only during the period that the Force Majeure Event exists; provided, however, that if the Force Majeure Event prevents or is reasonably expected to prevent IPC from conducting two or more Tournaments, IPC shall be relieved of the requirements of this § 6.

d. "Force Majeure Event" Defined. Force Majeure Event shall mean the occurrence of any of the following in a degree or manner that substantially prevents the Tennis Tournament from taking place in Miami-Dade County: acts of God; acts of the public enemy; the confiscation or seizure by any government authority; wars or war-like action (whether actual or threatened); arrests or other restraints of government (civil or military); strikes, labor unrest or disputes (in each case without regard to the reasonableness of any party's demands or ability to satisfy such demands); unavailability of or delays in obtaining labor or materials; epidemics; landslides, lightning, earthquakes, fires, hurricanes, storms, floods, or other severe weather; explosions; civil disturbance or disobedience; riot, sabotage, terrorism, or threats of sabotage or terrorism; injunctions; any Condemnation Action (meaning a taking by any government authority or person with power of eminent domain by exercise of any right of eminent domain or by appropriation or condemnation) or Casualty (meaning any damage, destruction, or other property casualty of any kind or nature, ordinary or extraordinary, foreseen or unforeseen, resulting from any cause, including any Force Majeure Event); other governmental action or change in law (other than actions or changes in laws enacted by the County or the State of Florida that conflict with the understandings contained in this Agreement); power failure or other cause, whether of the kind herein enumerated or otherwise, that is not within the reasonable control of IPC or IMG. "Force Majeure Event" shall not include an inability to pay debts or other monetary obligations in a timely manner.

e. Undertaking by IMG. IMG agrees to be bound to the terms of this § 6 and agrees to take no actions and enter into no agreements which would cause IPC to violate the terms of this § 6.

7. Annual Tennis Tournament, Lodging, Dining and Entertainment and Events in Miami-Dade County. IPC agrees to promote the use of transient rentals (as such term is defined in Fla. Stat. §212.03), dining destinations, restaurants, theaters, performing arts venues, and event facilities and venues that are located in Miami-Dade County for the Tennis Tournament and for events associated therewith, including its website and printed materials. IPC covenants

and agrees, subject to compliance with the rules, regulations and mandates of the ATP and WTA, that:

- a. IPC shall, for the first five (5) years of the Non-Relocation Term, (i) require its employees that are using transient rentals in connection with the Tennis Tournament to utilize transient rentals located in Miami-Dade County; and (ii) not promote or designate any transient rentals outside of Miami-Dade County as official transient rentals of the Tennis Tournament or as transient rentals reserved, promoted or offered to the players;
- b. IPC shall, for the last fifteen (15) years of the Non-Relocation Term, (i) ensure that ninety percent (90%) of the transient rentals used by its employees in connection with the Tennis Tournament are located in Miami-Dade County; and (ii) ensure that ninety percent (90%) of the transient rentals promoted or designated as official transient rentals or as transient rentals reserved, promoted or offered to the players of the Tennis Tournament are located inside of Miami-Dade County;
- c. During the Non-Relocation Term, IPC shall cause and require its contractors, sponsors, and third-parties with whom IPC contracts, directly or indirectly, to sell tickets, sponsorship packages, and promotional packages, to only utilize transient rentals, restaurants, and entertainment venues located within Miami-Dade County as part of such tickets and packages; provided, however, that the limitations set forth in this Section 7(c) shall not apply to (i) South Florida Stadium LLC, its parent, subsidiaries, affiliates or third party contractors, or (ii) any third parties with which IPC currently has an agreement in effect with regards to the sale of tickets, sponsorship packages and promotional packages in connection with the Tournament (each a "Grandfathered Agreement"); provided that the limitations set forth in this Section 7(c) shall apply to any extension or renewal of a Grandfathered Agreement; and
- d. During the Non-Relocation Term, IPC shall cause and require all official events associated with the Tennis Tournament, such as parties and ceremonies, to be held in facilities in Miami-Dade County; provided, however, that the foregoing shall not apply to promotional events the primary purpose of which is to generate the sale of tickets to the Tennis Tournament.
- e. IPC agrees to endeavor to continue existing community outreach programs associated with the Tournament (e.g. Mayor's Youth Sports Championship Series -- Miami Junior Tennis Cup) and work to create new programs at the new venue in connection with the Tournament in Miami-Dade County and surrounding areas.

8. Remedies; Liquidated Damages.



a. **Non-Relocation Default.** Upon the occurrence of a default of § 6 herein, the County shall have the right to liquidated damages as set forth herein. The County and IPC recognize, agree, and stipulate that the financial, civic, and social benefits to the County from the presence of the Tennis Tournament and the playing of its matches in Miami-Dade County, Florida are great, but that the precise value of those benefits cannot be estimated with any degree of certainty due to the number of citizens and businesses that rely upon and benefit from the presence of the Tennis Tournament in Miami-Dade County. Accordingly, the magnitude of the damages that would result from a breach of § 6 herein would be significant in size but are not readily ascertainable and would include damages to the reputation and finances of the County. Therefore, the County and IPC agree that in the event of a violation of § 6 herein hereof, the County will be entitled to recover from IPC as its exclusive remedy, based on the year in which the violation occurs, an amount as set forth on Appendix A attached hereto, provided that the County first provides IPC with notice of such breach and thirty (30) days to cure said breach (unless such breach cannot reasonably be cured in thirty (30) days, in which case the County shall not be entitled to recover any amounts from IPC for an additional period of time not to exceed one hundred and fifty (150) days so long as IPC is diligently pursuing a cure of such breach). These liquidated damages amounts are a reasonable estimated assessment of the damages that would be suffered by the County and are not to be construed as a penalty.

b. To the extent that any breach of § 6 herein was directly caused by IMG and IPC is unable to satisfy the amount of liquidated damages due to the County, then IMG shall be liable and responsible to the County for the payment thereof.

9. **Surviving Covenants and Obligations.** Except as otherwise set forth herein, all applicable covenants and obligations of the Parties with regards to the 2018 Tournament contained within the Tournament Agreement shall remain in effect through and after the Termination Date and expressly survive beyond the Termination Date.

10. **Sovereign Rights.** It is expressly understood that notwithstanding any provisions of this Agreement and the County's status as a party to this Agreement,

(a) the County retains all of its sovereign prerogatives and rights and regulatory authority (quasi-judicial or otherwise) as a county or city under Florida law and shall in no way be estopped from or be liable for withholding or refusing to issue any approvals of applications for building, zoning, planning or development under present or future laws and regulations of whatever nature, which laws or regulations are or might be applicable to the planning, design, construction, development, or operation of any project by IPC;

(b) the County shall not by virtue of this Agreement be obligated to grant any approvals of applications for building, zoning, planning or development under present or future laws and ordinances of whatever nature applicable to the planning, design, construction, development, or operation of any project by IPC; and

(c) notwithstanding and prevailing over any contrary provision in this Agreement, any County covenant or obligation that may be contained in this Agreement shall not bind the Board, the County's Planning and Zoning Department, DERM, or their successor entities, or any other County, Federal or State department or authority, committee or agency to grant or

leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of the County or other applicable governmental agencies in the exercise of its police power.

11. Each Party to Bear its Own Costs and Fees. Each party shall bear their own attorneys' fees and costs in any action, including through all stages of appellate review, relating to or arising out of enforcement of the terms of this Agreement.

12. Governing Law/Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to its conflict-of-law provisions. Venue for any action or proceeding to enforce this Agreement shall lie exclusively in the courts located in Miami-Dade County, Florida.

13. Entire Agreement; Modification. This Agreement together with all documents required to be executed hereunder constitutes the entire agreement and understanding between the parties to this Agreement. No supplement, modification, or amendment of this Agreement shall be binding unless it is executed in writing by the parties.

14. No Third-Party Beneficiaries. This Agreement is a documentation of an agreement between the County, IPC and IMG only, and the Parties do not intend for any third-party to claim a right or benefit as a third-party beneficiary to this Agreement.

15. Modification. This Agreement cannot be terminated, modified, or waived orally. No modification or waiver of any provision of this Agreement, nor consent to any departure therefrom, shall in any event be effective unless the same shall be in writing and signed by both Parties and then such modification, waiver, or consent shall be effective only in the specific instance and for the specific purpose for which given.

16. Rule of Construction; Opportunity to Review. The Parties represent and agree that they have participated equally in the negotiation of the terms and provisions set forth in this Agreement and that no presumptions or inference shall apply against any party hereto to its construction. The Parties declare that they have completely read the terms of this Agreement, that they have discussed the terms of the Agreement with legal counsel of their choice, and that they fully understand and voluntarily accept the terms for the purpose of making a full and final compromise, adjustment and settlement of claims.

17. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, representatives, agents, attorneys, employees, officers, directors, predecessors, affiliates, successors or assigns in connection with any legal action arising out of the Agreement.

18. Authority to Execute. By executing this Agreement, the undersigned warrant and represent that they are authorized to enter into this Agreement and empowered to bind their respective parties to its terms. Further, the parties represent that they have not assigned their rights or claims subject of this Agreement to any third party.

19. Severability. The Parties have attempted to create an Agreement that is lawful and enforceable in all respects. The validity of this Agreement shall not be affected by any subsequent

changes in federal, state, or county law, whether through legislation or judicial interpretation, which create, eliminate or change the rights and obligations of the parties. However, if any provision of this Agreement is held to be invalid, void or unenforceable, the balance of the provisions shall, nevertheless, remain in full force and effect and shall in no way be affected, impaired or invalidated.

[Signature Page Follows]

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F.

IN ACCEPTANCE WHEREOF, the Parties have set their respective hands as of the date and year appearing by their respective signatures.

International Players  
Championships, LLC

IMG Worldwide, LLC

By: [Signature]

By: Fernando Soler

Print: ADAM BARRETT II

Print: [Signature]

Title: SR VICE PRESIDENT

Title: Senior Vice-President & Managing Director,  
Tennis

Dated: 11/23/17, 2017.

Dated: 11/27/17, 2017.

Miami-Dade County, Florida

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

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

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

Dated: \_\_\_\_\_, 2017.

By: \_\_\_\_\_  
Assistant County Attorney  
As to Form and Legal Sufficiency

APPENDIX A

Year of Default	Estimated Damages to Bonded BY IPC
1	12,500,000
2	11,000,000
3	9,500,000
4	8,000,000
5	6,500,000
6	5,000,000
7	4,375,000
8	3,750,000
9	3,125,000
10	2,500,000
11	1,875,000
12	1,625,000
13	1,375,000
14	1,125,000
15	875,000
16	625,000
17	500,000
18	375,000
19	250,000
20	125,000

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ATTACHMENT B

**AMENDMENT NO. 1 TO DOLPHINS STADIUM MARQUEE EVENT PERFORMANCE  
BASED GRANT AGREEMENT**

THIS AMENDMENT NO. 1 (the "Amendment 1") to the Marquee Event Performance Based Grant Agreement dated July 2, 2014 (the "Grant Agreement") by and among Miami-Dade County, a political subdivision of the State of Florida (the "County"), and South Florida Stadium LLC, a Florida limited liability company ("Stadium LLC" and, together with the County, the "Parties") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

WHEREAS, pursuant to Resolution No. R-[ ], the County approved and executed the Grant Agreement with Stadium LLC (which Grant Agreement was joined by Miami Dolphins, Ltd. solely for the purposes set forth in Section 6.3 therein) providing for the eligibility of Stadium LLC to receive Marquee Event Grants (as such term is defined in the Grant Agreement) upon the hosting of certain events at the venue currently known as Hard Rock Stadium by the Stadium LLC and in accordance with the terms and conditions set forth therein; and

WHEREAS, Stadium LLC and International Players Championship, LLC (formerly known as International Players Championship, Inc.) ("IPC") desire to relocate the tennis tournament currently held at the Crandon Park Tennis Center and known as the Miami Open Tennis Tournament (the "Tournament") to the Stadium, provided the County and IPC reach agreement on the termination of their tournament agreement; and

WHEREAS, the Parties desire to modify and amend the Grant Agreement as set forth in this Amendment 1 to clarify the scope of the Grant Agreement in light of the foregoing development,

NOW, THEREFORE, for and in consideration of Ten (\$10.00) Dollars, the promises and covenants contained in this Amendment 1, and for other good and valuable consideration previously received and heretofore acknowledged, Miami-Dade County and Stadium LLC agree as follows:

**WITNESSETH:**

1. Stadium LLC and the County agree that all of the foregoing recitals are true and correct, and incorporated by this reference in this Amendment 1.
2. Stadium LLC and the County agree that this Amendment 1 amends the Grant Agreement.
3. Stadium LLC and County further agree all of the terms and conditions in the Grant Agreement remain in full force and in effect, except for such terms and conditions that are amended by this Amendment 1.
4. Stadium LLC and County agree that, unless specifically described otherwise, all of the capitalized terms used but not defined in this Amendment 1 shall have the same meaning as set forth in the Grant Agreement.

5. The first "WHEREAS" clause in the Grant Agreement, which "WHEREAS" clause is a part of the Grant Agreement by virtue of Section 1.2 of the Grant Agreement, is hereby deleted and replaced with the following:

**WHEREAS**, Stadium LLC owns and operates a multi-purpose sports, entertainment and tourist-oriented venue consisting of an approximately 65,000 spectator seats and approximately 1,800,000 square feet stadium ("Stadium Structure"), as well as the parking lots surrounding the venue (collectively, the "Stadium") and located on County-owned land with an address of 347 Don Shula Drive, Miami Gardens, Florida 33056, currently known as Hard Rock Stadium, which Stadium is used primarily for events that attract County residents and tourists, such as Team games, University of Miami college football games, Orange Bowl college football games, as well as other national and international athletic, entertainment and other types of events, exhibitions, concerts, performance and assemblages. The term "Stadium Structure", as used in this Agreement (and any amendments hereto), shall mean the physical improvements consisting of the stadium structure and all improvements contained therein (including, without limitation, fixtures and appurtenances), but shall not encompass any land or facilities located outside the footprint of the stadium structure itself, including the parking areas surrounding the stadium structure or any other lands owned by Stadium LLC in proximity to the stadium structure.

6. Section 3.2 of the Agreement, titled "Use of Marquee Event Grants," is hereby deleted and replaced in its entirety with the following:

3.2 Use of Marquee Event Grants. Stadium LLC agrees to use Marquee Event Grants received from County only to operate and manage the Stadium Structure ("Permitted Uses").

7. Stadium LLC and the County acknowledge that Appendix 1 to the Grant Agreement is hereby amended to include the Miami Open Tennis Tournament (or equivalent tennis tournament) as a Tier One Event with a Marquee Event Grant Base Amount of One Million Dollars (\$1,000,000), provided, however, that the Parties hereby acknowledge and agree that any Tournament held at the Stadium prior to 2024 is not, and shall not, be deemed a Tier One Event under the Grant Agreement. Stadium LLC agrees that it shall not receive any Marquee Event Grant for any Tournament held at the Stadium before 2024.

IN WITNESS WHEREOF, Stadium LLC and the County have caused this Amendment 1 to be executed on the date first above written.

South Florida Stadium LLC

Miami-Dade County, Florida

By: [Signature]

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

Print: Tom Garfinkel

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

Title: PRESIDENT & CEO

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

Dated: November 26, 2017.

Dated: \_\_\_\_\_, 2017.

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

[Signature]

Approved as to Form and Legal Sufficiency:

\_\_\_\_\_

Assistant County Attorney

ATTEST:

\_\_\_\_\_  
By: Clerk of the Board



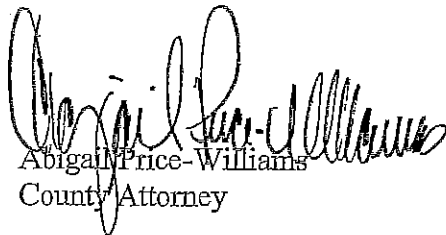


# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Esteban L. Bovo, Jr.  
and Members, Board of County Commissioners

**DATE:** December 5, 2017

**FROM:**   
Abigail Price-Williams  
County Attorney

**SUBJECT:** Agenda Item No. 8(H)(1)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 8(H)(1)  
12-5-17

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING CONTRACT TERMINATION AGREEMENT BETWEEN MIAMI-DADE COUNTY AND INTERNATIONAL PLAYERS CHAMPIONSHIPS, LLC AND IMG WORLDWIDE, LLC PROVIDING FOR A PAYMENT OF \$1,300,000.00 IN FAVOR OF THE COUNTY; APPROVING AMENDMENT NO. 1 TO DOLPHINS STADIUM MARQUEE EVENT PERFORMANCE BASED GRANT AGREEMENT BETWEEN MIAMI-DADE COUNTY AND SOUTH FLORIDA STADIUM LLC WITH ESTIMATED PAYMENTS OF UP TO \$13,000,000.00 TO SOUTH FLORIDA STADIUM LLC; AND AUTHORIZING THE COUNTY MAYOR OR DESIGNEE TO EXECUTE BOTH AGREEMENTS FOR AND ON BEHALF OF THE COUNTY AND TO EXERCISE ALL RIGHTS CONTAINED THEREIN

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board:

**Section 1.** Approves the Contract Termination Agreement between Miami-Dade County and International Players Championship, LLC (formerly known as International Players Championship, Inc.) and IMG Worldwide, LLC in substantially the form attached to the Mayor's Memorandum as Attachment A for the amount of \$1,300,000.00 to be paid to Miami-Dade County; and

**Section 2.** Approves Amendment No. 1 to Dolphins Stadium Marquee Event Performance Based Grant Agreement between Miami-Dade County and South Florida Stadium, LLC in substantially the form attached to the Mayor's Memorandum as Attachment B with estimated payments of up to \$13,000,000.00 to South Florida Stadium, LLC; and

**Section 3.** Authorizes the County Mayor or County Mayor's designee to execute the Contract Termination Agreement and Amendment No. 1 to Dolphins Stadium Marquee Event Performance Based Grant Agreement for and on behalf of Miami-Dade County and to exercise all rights contained therein.

The foregoing resolution was offered by Commissioner  
who moved its adoption. The motion was seconded by Commissioner  
and upon being put to a vote, the vote was as follows:

- |                                     |                      |
|-------------------------------------|----------------------|
| Esteban L. Bovo, Jr., Chairman      |                      |
| Audrey M. Edmonson, Vice Chairwoman |                      |
| Bruno A. Barreiro                   | Daniella Levine Cava |
| Jose "Pepe" Diaz                    | Sally A. Heyman      |
| Barbara J. Jordan                   | Joe A. Martinez      |
| Jean Monestime                      | Dennis C. Moss       |
| Rebeca Sosa                         | Sen. Javier D. Souto |
| Xavier L. Suarez                    |                      |

The Chairperson thereupon declared the resolution duly passed and adopted this 5<sup>th</sup> day of December, 2017. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

*MAG for MRP*

Miguel A. Gonzalez  
Monica Rizo Perez