


# Memorandum



**Date:** April 4, 2023

**To:** Honorable Chairman Oliver G. Gilbert, III  
and Members, Board of County Commissioners

**From:** Daniella Levine Cava   
Mayor

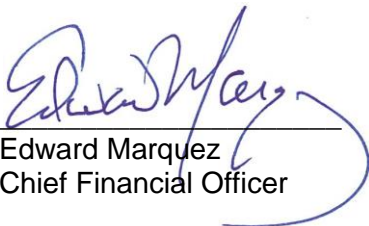
**Subject:** Supplemental Information for the Award of and Revision to a Marketing Partnerships Program Naming Rights Agreement for the County-owned Arena located at 601 Biscayne Boulevard, Miami, Florida

Supplement  
Agenda Item No. 5(O)

This supplement provides additional information to the Board of County Commissioners (Board) regarding, and recommends a revision to, the Marketing Partnerships Naming Rights Agreement (Agreement) with Kaseya US LLC (Kaseya), a company headquartered in Miami, Florida, for the sale of naming rights and associated sponsorship rights to the professional sports franchise facility (Arena) owned by Miami-Dade County (County), which currently serves as the home of the Miami Heat, a National Basketball Association (NBA) team, and renames the Arena as the Kaseya Center.

1. Since distribution of the agenda item, the Miami Heat has notified the County that the NBA has approved the Agreement with Kaseya, provided that no material changes are made to the Agreement during the approval process by the Board.
2. The procurement process used was authorized by and in accordance with the County's Marketing Partnerships Program under section 2-2201 of the Code of Miami-Dade County, Florida and Implementing Order (IO) 8-9. Under the Marketing Partnerships Program, the County can negotiate directly with potential naming right partners or, in the alternative, select brokers to identify potential naming right partners, whichever is in the best interest of County. For the reasons already set forth in the Agenda Memorandum, the Administration concluded that moving forward with the Kaseya proposal on a timely basis was in the best interest of the County.
3. Finally, the Form of the Irrevocable Letter of Credit (ILOC) is attached, and it is recommended that the Agreement be revised and amended to provide that the form of the ILOC will be part of the Agreement as Exhibit 4.

Attachment

  
Edward Marquez  
Chief Financial Officer

**IRREVOCABLE STANDBY LETTER OF CREDIT  
NO. XXXXX-XXXXX DATED XX/XX/XXXX**

BENEFICIARY:  
MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS  
STEPHEN P. CLARK CENTER  
111 NW 1ST STREET, 25TH FLOOR  
MIAMI, FL 33128  
ATTN: EDWARD MARQUEZ, CFO

APPLICANT:  
KASEYA US, LLC  
701 BRICKELL AVE, SUITE 400  
MIAMI, FL 33131

AMOUNT: USD7,500,000.00 (SEVEN MILLION FIVE HUNDRED THOUSAND AND 00/100 UNITED STATES DOLLARS)  
DATE OF EXPIRY: JUNE 29, 2024  
PLACE OF EXPIRY: OUR COUNTERS

WE HEREBY ISSUE OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. XXXXX-XXXXX IN YOUR FAVOR WHICH IS AVAILABLE WITH CIBC BANK USA, CHICAGO, ILLINOIS BY PAYMENT UPON PRESENTATION OF THE ORIGINAL OF THIS LETTER OF CREDIT AND ANY AMENDMENTS THERETO, ALONG WITH THE FOLLOWING DOCUMENT(S):

+BENEFICIARY’S SIGNED AND DATED STATEMENT READING AS FOLLOWS:  
”WE HEREBY DEMAND THE AMOUNT OF USD \_\_\_\_\_ UNDER CIBC BANK USA LETTER OF CREDIT NUMBER XXXXX-XXXXX.”

DOCUMENTS MUST BE PRESENTED, IN ENGLISH, TO CIBC BANK USA, 70 W. MADISON, SUITE 900, CHICAGO, IL 60602, ATTN: TRADE OPERATIONS, IN ONE LOT VIA COURIER SERVICE. PRESENTATION TO ANY OTHER CIBC OFFICE OR BRANCH, WHETHER OR NOT ACCEPTED BY THAT LOCATION, DOES NOT CONSTITUTE A VALID PRESENTATION UNDER THIS LC.

WE HEREBY ENGAGE WITH YOU THAT DOCUMENT(S) PRESENTED UNDER AND IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT WILL BE DULY HONORED BY US.

THE TERM OF THIS LETTER SHALL BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR SUCCESSIVE ONE-YEAR PERIODS, AND, CONCURRENTLY WITH EACH EXTENSION, THE AGGREGATE AMOUNT OF THE FACE VALUE OF THIS LETTER SHALL BE AUTOMATICALLY INCREASED WITHOUT AMENDMENT IN AN AMOUNT EQUAL TO THE AMOUNTS SHOWN ON THE INCREASE SCHEDULE GIVEN BELOW (“INCREASE SCHEDULE”), UNLESS, NOT LESS THAN SIXTY (60) DAYS PRIOR TO THE EXPIRATION DATE, WE SEND YOU NOTICE BY OVERNIGHT COURIER SERVICE AT THE ADDRESS SET FORTH ABOVE, THAT WE ELECT NOT TO EXTEND THIS LETTER FOR ANY ADDITIONAL PERIOD OR FOR ANY INCREASED AMOUNT.

INCREASE SCHEDULE:

<u>DATE:</u>	<u>INCREASE AMOUNT:</u>
JUNE 30, 2024	USD375,000.00
JUNE 30, 2025	USD875,000.00
JUNE 30, 2026	USD470,000.00
JUNE 30, 2027	USD390,000.00

JUNE 30, 2028	USD300,000.00
JUNE 30, 2029	USD420,000.00
JUNE 30, 2030	USD170,000.00
JUNE 30, 2031	USD240,000.00
JUNE 30, 2032	USD340,000.00
JUNE 30, 2033	USD330,000.00
JUNE 30, 2034	USD330,000.00
JUNE 30, 2035	USD330,000.00
JUNE 30, 2036	USD330,000.00
JUNE 30, 2037	USD330,000.00
JUNE 30, 2038	USD290,000.00

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT THE LETTER OF CREDIT SHALL BE AUTOMATICALLY REDUCED BY USD8,650,000.00 ON JUNE 30, 2039.

THIS STANDBY LETTER OF CREDIT UNDERTAKING IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES 1998 (“ISP98”), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590.

CANCELLATION PRIOR TO EXPIRATION: YOU MAY RETURN THIS LETTER OF CREDIT TO US FOR CANCELLATION PRIOR TO ITS EXPIRATION PROVIDED THAT THIS LETTER OF CREDIT IS ACCOMPANIED BY YOUR WRITTEN AGREEMENT TO ITS CANCELLATION. SUCH WRITTEN AGREEMENT TO CANCELLATION SHOULD SPECIFICALLY REFERENCE THIS LETTER OF CREDIT BY NUMBER, CLEARLY INDICATE THAT IT IS BEING RETURNED FOR CANCELLATION AND BE SIGNED BY A PERSON IDENTIFYING THEMSELVES AS AUTHORIZED TO SIGN FOR YOU.

IF NEEDED, PLEASE CONTACT US BY EMAIL AT [LETTERSOF CREDIT@CIBC.COM](mailto:LETTERSOF CREDIT@CIBC.COM).

**CIBC BANK USA**

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_