



# Broward County

## Legislation Text

File #: 21-1466, Version: 1

### **Broward County Commission Regular Meeting**

**Director's Name:** Bertha Henry

**Department:** County Administration

**Division:** Parks & Recreation

### Information

#### Requested Action

MOTION TO APPROVE First Amendment to License and Concession Agreement between Broward County and U.S. Champions Soccer Academy, LLC (U.S. Champions), for Central Broward Park and Broward County Stadium Concession Programming Partner (RLI No. PNC2116254R1), to extend the term for 24 months through July 31, 2026, waive certain fees owed by U.S. Champions, provide additional time for U.S. Champions to become current on fees owed, and defer certain concession-related capital improvements; and authorize the Mayor and Clerk to execute same. **(Commission District 9)**

#### Why Action is Necessary

Board approval is required to amend the license agreement.

#### What Action Accomplishes

Extends the term of the Agreement for 24 months through July 31, 2026, provides financial relief to U.S. Champions due to the COVID-19 public health emergency, and defers certain concession-related improvements outlined in Exhibit C-1 of the Agreement.

#### Is this Action Goal Related

No

#### Previous Action Taken

None

#### Summary Explanation/Background

THE PARKS AND RECREATION DIVISION RECOMMENDS APPROVAL OF THE ABOVE MOTION.

On June 18, 2019, the Board approved a License and Concession Agreement between Broward County and U.S. Champions Soccer Academy, LLC d/b/a PSG Academy Florida for Central Broward Park and Broward County Stadium (the Park) Soccer Concession Programming Partner (the Agreement), which went into effect on August 1, 2019. The Agreement is scheduled to expire on July 31, 2024.

On July 13, 2021, Parks and Recreation Division (PRD) and U.S. Champions met to address U.S. Champion's financial relief request due to the negative financial impacts resulting from the COVID-19 public health emergency, including the temporary closure of the Park and its use as a COVID-19 testing and vaccination site. The proposed First Amendment provides relief to U.S. Champions that

PRD believes is reasonable and appropriate in light of the specific impacts on the operations resulting from the COVID 19 public health emergency.

If approved, this First Amendment extends the initial term of the Agreement by 24 months, through and including July 31, 2026, to make up for the time U.S. Champions was unable to run its programs as intended because of the COVID-19 public health emergency. The five year Renewal Term as provided in Section 4.2 of the Agreement and any other extensions thereafter will be based on the extended expiration of the initial term.

In addition, because of the impacts of COVID-19 on Park operation, including the closure of the facility for a significant period of time, the First Amendment waives the Annual Guarantee Installment payments U.S. Champions owes to the County for the period of March 1, 2020, through May 31, 2021, which would have been \$266,667. Instead of paying the Annual Guarantee Installments for this period, U.S. Champions has agreed to pay the standard rental fee charged by the County based on its actual use of the Park facilities, totaling \$64,727. U.S. Champions already tendered this amount of the County on August 9, 2021.

The First Amendment also provides relief to U.S. Champions by extending and revising its the Capital Expenditures and Park-related Equipment requirements, including a reduction in its Parks-related Equipment purchase requirement for the year 2022.

The First Amendment has been reviewed and approved as to legal sufficiency by the Office of the County Attorney.

### **Source of Additional Information**

Dan West, Director, Parks and Recreation, (954) 357-8106

### **Fiscal Impact**

#### **Fiscal Impact/Cost Summary**

Approval of the requested action will result in a net loss of \$201,940 to the County from waiving the Annual Guarantee Installment payments and accepting an amount equal to the rental fees for U.S. Champions' use of the facility (\$266,667 - \$64,727), all applicable to the period when the Park was either closed or operations significantly impacted due to the use of the park as a COVID-19 vaccination and/or testing site.