

AGREEMENT

This Agreement made this 4th day of Jan., 2018⁹ by and between Miami Dade County, a political subdivision of the State of Florida (the "County") and Miami Super Bowl Host Committee, Inc., a Florida non-profit corporation having offices at 100 SE 2nd Street, Suite 2310, Miami, FL 33131 (the "Committee") (collectively the "Parties"), states the conditions and covenants for the rendering of media promotion, marketing, economic stimulus and other services associated with Super Bowl LIV for the County and having its principal offices at Stephen P. Clark Center, 111 NW 1 Street, Suite 2910, Miami, Florida 33128.

WHEREAS, Super Bowl LIV is to be held on February 2, 2020, at Hard Rock Stadium ("Stadium") in Miami, Florida; and

WHEREAS, the Super Bowl will result in both a direct economic benefit to Miami-Dade County, Florida, and the exposure and promotion of Miami-Dade County as a desirable tourist destination; and

WHEREAS, the Home Rule Charter authorizes Miami-Dade County to provide for the uniform health and welfare for the residents throughout the County; and

WHEREAS, the Committee provides or will develop services of value to the County, and has demonstrated an ability to provide these services; and

WHEREAS, the County is desirous of obtaining such services of the Committee and the Committee is desirous of providing such services; and

NOW, THEREFORE, in consideration of the mutual covenants recorded herein, the parties hereto agree as follows:

ARTICLE I EFFECTIVE TERM OF AGREEMENT

Both parties agree that the effective term of this Agreement shall be from October 1, 2017 to September 30, 2020.

ARTICLE II MAXIMUM AMOUNT PAYABLE TO COMMITTEE

Subject to available funds, the maximum amount payable to the Committee by the County under this Agreement shall not exceed the values reflected in the payment schedule below. In addition, the Committee acknowledges and agrees that the funding of this Agreement is contingent on the availability of County funds and fully subject to and contingent upon the annual budget appropriation by the Board of County Commissioners. The maximum amount payable to the Committee hereunder may only be increased by action and approval of the Board of County Commissioners. If such an approval is provided, then a written amendment to this Agreement will be prepared and must be executed by all parties.

Payment Schedule

Fiscal Year 2017 - 18 – One Million Dollars (\$1,000,000.00)
Fiscal Year 2018 - 19 – Two Million Dollars (\$2,000,000.00)
Fiscal Year 2019 - 20 – One Million Dollars (\$1,000,000.00)

ARTICLE III IN-KIND SERVICES AVAILABLE TO COMMITTEE

Subject to approval by the Board of County Commissioners for in-kind services, when available, in-kind services may be provided to the Committee that may include the following: Miami-Dade Police Department (MDPD) public safety services and Miami-Dade Fire Rescue Department (MDFR) fire/rescue services at the Stadium on game day and for Host Committee and National Football League (NFL)-sanctioned events, to include escort services for teams and officials; Miami-Dade Aviation Department (MDAD) will make an effort to facilitate of the arrival and departure of team charters, private planes and special fan charters; Miami-Dade County will make an effort to facilitate Host Committee permitting requirements expressed in bid; and Miami-Dade County may also provide administrative support to the Committee in the form of loaned executives at the County's discretion. The Committee understands and agrees that, to the extent that the Board of County Commissioners declines to approve the provision of any particular in-kind service, or approves in-kind services at a level less than desired by the Committee, it shall be the responsibility of the Committee to pay for such services.

Miami-Dade County will not directly sponsor any Super Bowl related promotional activities during the Super Bowl period that may detract from or interfere with promotional activities of the NFL.

ARTICLE IV HOST COMMITTEE RESPONSIBILITIES

The Committee agrees to render services in accordance with the Scope of Services, which is incorporated herein and attached hereto as Attachment "A".

ARTICLE V PAYMENT

The County agrees to pay the Committee for services rendered under this agreement on a quarterly basis contingent upon the submission of actual invoices for costs associated with activities outlined in the Attachment "A" "Scope of Services" document included within this agreement. The Committee shall submit itemized invoices certified by a duly authorized officer of the Committee with written quarterly progress reports on the achievement of the Committee's services. Said reports are due by the 21st day after the end of each quarter ending December 31, March 31, June 30, and September 30. The expenditure of these funds, as evidenced by proper invoices submitted by Committee, shall be consistent with the Services described in Attachment "A".

Notwithstanding the forgoing, upon execution of this Agreement, the County will provide the Committee with fifty percent (50%) of the amount of the fiscal year allocation for Fiscal Year 2017-18, as detailed in Article II "Maximum Amount Payable to Committee" (\$500,000). Thereafter, the County will reimburse the Committee on a quarterly basis up to 1/4th of the fiscal year allocation as defined in Article II. The expenditure of these funds, as evidenced by proper certified invoices submitted by the Committee, shall be consistent with the services described in Attachment "A".

The County has the right to withhold payment if the County determines, in its sole and absolute discretion, the required Quarterly Payment request to be unsatisfactory. The County shall have the sole discretion in determining if the Committee is entitled to payment of any funds and, if so, the amount of said funds that shall be paid, subject to the Payment Schedule in Article II herein. The County's decision in this matter shall be final and binding.

The County acknowledges that the Committee is subject to terms and conditions indicated on invoices and payment schedules received from third parties.

A final report shall be due thirty (30) days after the termination or expiration of this Agreement. The final report shall include an accounting of the activities delineated in Attachment "A" "Scope of Services" and related expenditures. If at any time, the County determines that the Committee has been paid funds not in accordance with the Agreement, and to which it is not entitled, the Committee shall return such funds to the County or submit appropriate documentation to substantiate the expenditures in question. The County shall have the sole discretion in determining if the Committee is entitled to such funds and the County's decision on this matter shall be final and binding. Additionally, any unexpended or unallocated funds shall be recaptured by the County. The County reserves the right, in its sole discretion, to reduce payments to the Committee to recapture any monies owed to the County.

The Committee has submitted the budget for the hosting of the Super Bowl in 2020 as attached as Attachment "B" and the County hereby approves of said budget. The County reserves the right to convert this Agreement to a cost-basis agreement in which the Committee shall be paid through reimbursement payment based on the budget approved under this Agreement and when documentation of completed and satisfactory service delivery is provided. Thus, it is imperative that the Committee maintain appropriate supporting documentation for all expenditures from the beginning of the Contract term.

Once the County, in its sole discretion has made the determination to convert to a cost-basis method, the Committee shall submit to the County reimbursement requests on a monthly basis, on a Monthly Reimbursement Package provided by the County at the time of this determination. The completed Monthly Reimbursement Package and accompanying supporting documentation must be received by the County no later than the 21st day of the month following the month during which the expenditures that are requested for reimbursement were made.

Payment shall be made in accordance with procedures set forth herein and shall be made to the Committee within thirty (30) days of a satisfactory payment request.

ARTICLE VI FINANCIAL STATEMENTS

During the term of this Agreement, the Committee shall provide to the County certified, audited annual financial statements all prepared by a Certified Public Accountant, in accordance with the following:

- 1) The financial statements shall be for Committee's fiscal year and shall be filed with the County within 180 calendar days after the close of the fiscal year for all fiscal years wherein any part of the fiscal year falls within the term of this Agreement.
- 2) The financial statements shall include a balance sheet, an income statement, a statement of changes in the financial position, and a report on specific accounts to account for all the services and/or projects during the Committee's fiscal year for which County funds were provided.
- 3) The report of specific accounts shall be in accordance with Section 621 and 622 of the Codification of Statements of Auditing Standards; and except as noted below, the report on specific accounts shall include for each specific service and/or project indicating the source of the revenues; a statement of all expenditures related to the services and/or project to include the classification of expenditures; a statement as whether any funds, including interest earned on such funds, are due back to the County; and an opinion that the funds received under this grant agreement have been expended in accordance with this Agreement.

The provisions of this Article shall survive the termination of this Agreement

ARTICLE VII INDEMNIFICATION

The Committee shall indemnify and hold harmless and defend the County and all of its officers, employees, agents and instrumentalities (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, liability, losses or damages, including attorneys' fees, expenses, and costs of defense, (collectively, a "Claim") which an Indemnified Party may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Committee or its employees, agents, servants, partners principals or subcontractors. The Committee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Indemnified Party(ies), where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. In the event an action is brought against the Indemnified Party, the Committee shall defend each Indemnified Party against each such Claim by Counsel satisfactory to the County or, at County's option, pay for an attorney selected by the County's Risk Management Division to defend the Indemnified Party. The Committee expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Committee shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnified Parties as herein provided.

The provisions of this Article shall survive expiration or termination of this Agreement.

ARTICLE VIII INSURANCE

During the term of this agreement, the Committee shall maintain the insurance coverage set forth below and, as a condition of receiving any funding hereunder, shall furnish to the Office Risk Management, Miami- Dade County, c/o Director, Internal Services Department, Stephen P. Clark Center, 111 NW 1 Street, Suite 2410, Certificate(s) of Insurance indicating that such insurance coverage has been obtained:

1. Worker's Compensation Insurance for all employees of the Committee as Required by Florida Statute 440.
2. Commercial General Liability Insurance including advertising liability on a comprehensive basis in an amount not less than \$3,000,000 combined single limit per occurrence for bodily injury and property damage. Policy shall be no more restrictive than that provided by the latest edition of the standard Commercial general Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), with the exception of endorsements specially requires by ISO or the State of Florida and liability arising out of :

Terrorism; Sexual Molestation; Liquor Liability
3. Miami-Dade County must be shown as an additional insured with respect to all coverage.
4. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" and a minimum Financial Size Category of "VII" as to management, and no less than "Class V" as to financial strength by the latest edition of Best's Insurance Guides published by AM. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest List of All Insurance Companies Authorized or Approved to Do Business in Florida, issued by the State of Florida Department of Insurance and must be members of the Florida Guaranty Fund. Certificates shall indicate that no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

Compliance with the forgoing requirements shall not relieve the Committee of its liability and obligations under this section or under any other section of this Agreement.

ARTICLE IX CONFLICT OF INTEREST AND CODE OF ETHICS

The Committee agrees to abide and be governed by Section 2-11.1 of the Code of Miami-Dade County (The Conflict of Interest and Code of Ethics Ordinances), as amended, which is incorporated herein by reference as is fully set forth herein, in connection with its obligations hereunder.

ARTICLE X CIVIL RIGHTS

The Committee agrees to abide by Chapter 11A of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment, housing and public accommodations; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, 42U.S.C. §6101, as amended, which prohibits discrimination in employment because of age; the Rehabilitation Act of 1973, 29 U.S.C. §794, as amended, which prohibits discrimination on the basis of disability; the Americans with Disabilities Act, 42 U.S.C. §12101 et seq., which prohibits discrimination in employment and public accommodations because of disability; the Federal Transit Act, 49 U.S.C. §1612, as amended; and the Fair Housing Act, 42 U.S.C. §3601 et seq. It is expressly understood that the Committee must submit an affidavit attesting that it is not in violation of the Acts. If the Committee or any owner, subsidiary, or other firm affiliated with or related to the Committee is found by the responsible enforcement agency, the Courts or the County to be in violation of these acts, the County will conduct no further business with the Committee.

Any contract entered into based upon a false affidavit shall be voidable by the County. If the Committee violates any of the Acts during the term of any Contract the Committee has with the County, such Contract shall be voidable by the County, even if the Committee was not in violation at the time it submitted its affidavit.

The Committee agrees that it is in compliance with the Domestic Violence Leave, codified as § 11A-60 et. seq. of the Miami-Dade County Code, which requires an employer, who in the regular course of business has fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks to provide domestic violence leave to its employees.

Failure to comply with this local law may be grounds for voiding or terminating this Contract or for commencement of debarment proceedings against the Committee.

ARTICLE XI AUTONOMY

Both parties agree that this Agreement recognizes the autonomy of and stipulates or implies no affiliation between the contracting parties. It is expressly understood and intended that the Committee is only a recipient of funding support and is not an agency or instrumentality of the County. Furthermore, the Committee's agents, subcontractors and employees are neither agents nor employees of the County.

ARTICLE XII PROHIBITED USE OF FUNDS

A. Adverse Actions or Proceeding. The Committee shall not utilize County funds to retain legal counsel for any action or proceeding against the County or any of its agents, instrumentalities, employees or officials. The Committee shall not utilize County funds to provide legal representation, advice or counsel to any client in any action or proceeding against the County or any of its agents, instrumentalities, employees or officials.

B. Religious Purposes. County funds shall not be used for religious purposes.

C. Commingling Funds. The Committee shall not commingle funds provided under this Agreement with funds received from any other funding sources.

ARTICLE XIII BREACH OF AGREEMENT: COUNTY REMEDIES

A. Breach. A breach by the Committee shall have occurred under this Agreement if: (1) the Committee fails to provide the services set forth in the Scope of Services (Attachment "A") within the effective term of this Agreement; (2) the Committee uses the allocated County funds in a manner not in accordance with the requirements of this Agreement; (3) the Committee does not furnish the Certificates of Insurance required by this Agreement or as determined by the County's Risk Management Division; (4) the Committee does not furnish proof of licensure/certification as required by this Agreement; (5) the Committee fails to submit, or submits incorrect or incomplete, proof of expenditures to support disbursement requests or fails to submit or submits incomplete or incorrect detailed reports of expenditures or final expenditure reports; (6) the Committee refuses to allow the County access to records or refuses to allow the County to monitor, evaluate and review the Committee's program and services; (7) the Committee discriminates under any of the laws set forth in Section IX of this Agreement; (8) the Committee falsifies or violates the provisions of the Drug Free Workplace Affidavit (Attachment "C"); (9) the Committee, attempts to meet its obligations under this Agreement through fraud, misrepresentation or material misstatement; (10) the Committee fails to correct deficiencies found during a monitoring, evaluation or review within the specified time; (11) fails to issue prompt payments to small business subcontractors if applicable; (12) the Committee fails to submit the Certificate of Corporate Status, Board of Directors requirement or proof of tax status; (13) the Committee fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements and stipulations in this Agreement; or (14) the Committee attempts to meet its obligations under this Agreement through fraud, misrepresentation, or material misstatement. Waiver of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

B. County Remedies. If the Committee breaches this Agreement, the County may, through the direction of its County Mayor or Mayor's designee, pursue any or all of the following remedies:

1. The County may terminate this Agreement by giving written notice to the Committee of such termination and specifying the effective date thereof at least five (5) days before the effective date of termination. In the event of termination, the County may: (a) request the return of all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared and secured by the Committee with County funds under this Agreement (b) seek reimbursement of County funds allocated to the Committee under this Agreement; (c) terminate or cancel any other contracts entered into between the County and the Committee. The Committee shall be responsible for all direct and indirect costs associated with such termination, including attorney's fees;

2. The County may suspend payment in whole or in part under this Agreement by providing written notice to the Committee of such suspension and specifying the effective date thereof, at least five (5) days before the effective date of suspension. If payments are suspended, the County shall specify in writing the actions that must be taken by the Committee as condition precedent to resumption of payments and shall specify a reasonable date for compliance. The County may also suspend any payments in whole or in part under any other contracts entered into between the County and the Committee. The Committee shall be responsible for all direct and indirect costs associated with such suspension, including attorney's fees;

3. The County may seek enforcement of this Agreement including but not limited to filing an action in a court of competent jurisdiction. The Committee shall be responsible for all direct and indirect costs associated with such enforcement, including attorney's fees;

4. The County may debar the Committee from future County contracting;

5. Any other remedy available at law or equity.

D. Damages Sustained. Notwithstanding the above, the Committee shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement, and the County may withhold any payments to the Committee until such time as the exact amount of damages due the County is determined.

ARTICLE XIV – NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States mail, postage, prepaid, return receipt requested, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified in writing by such party. The place of giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR THE COUNTY

Carlos A. Gimenez, Mayor
or Designee
Miami-Dade County Mayor's Office
111 NW 1st Street, Suite 2910
Miami, Florida 33128-1994

with copy to

Jose A. Espinoza
Miami-Dade County Office of Management and Budget
111 NW 1st Street, Suite 2210
Miami, Florida 33128-1994

FOR THE COMMITTEE:

Michael Zimmer, President
Miami Super Bowl Host Committee, Inc.
100 SE 2nd Street, Suite 2310
Miami, Florida 33131

ARTICLE XV RECORDS, REPORTS, AUDITS, MONITORING, AND REVIEW

- A. Certificate of Corporate Status. The Committee must submit to the County, within thirty (30) days from the date of execution of this Agreement, and annually within thirty days of the filing of its annual report, a certificate of status in the name of the provider, which certifies the following: that the Committee is organized under the laws of the State of Florida; that all fees and penalties have been paid; that the Committee's most recent annual report has been filed; that Committee's status is active; and that the Committee has not filed any Articles of Dissolution.
- B. Board of Director Requirements. The Committee shall insure that the Board of Directors of the Committee is apprised of the fiscal, administrative and service agreement obligations of the project funded by the County by passage of a formal resolution authorizing execution of this Agreement with the County. A certified copy of the corporate resolution of the Board of Directors must be forwarded to the County with this Agreement.

C. Proof of Tax Status. The Committee is required to submit, on an annual basis for the term of this agreement, to the County the following documentation: (a) The I.R.S. tax exempt status determination letter; (b) the most recent I.R.S. form 990; (c) the annual submission of I.R.S. form 990 within six (6) months after the Committee's fiscal year end; (d) IRS 941 - Quarterly Federal Tax Return Reports within thirty-five (35) days after the quarter ends and if the 941 reflects a tax liability, proof of payment must be submitted within sixty (60) days after the quarter ends. Updated documents shall be provided by the Committee to the County upon the County's request.

D. Accounting Records. The Committee shall keep accounting records which conform to generally accepted accounting principles. All such records will be retained by the Committee for not less than five (5) years after the termination date of this Agreement.

E. Financial Audit. If the Committee has or is required to have an annual certified public accountant's opinion and related financial statements, the Committee agrees to provide these documents to the County not later than one hundred eighty (180) calendar days following the end of the Committee's fiscal year, for each year during which this Agreement remains in force or until all funds disbursed pursuant to this Agreement have been so audited, whichever is later.

F. Access to Records: Audit. The County reserves the right to require the Committee to submit to an audit by an auditor of the County's choosing. The Committee shall provide access to all of Committee's records which relate to this Agreement at its place of business during regular business hours. The Committee agrees to provide such assistance as may be necessary to facilitate the review or audit of these records by the County to insure compliance with applicable accounting and financial standards as well as compliance with this Agreement and all applicable laws and ordinances.

G. Office of Miami-Dade County Inspector General. The Committee understands and agrees that it may be subject to an audit, random or otherwise, by the Office of the Miami-Dade County Inspector General or an Independent Private Sector Inspector General retained by the Office of the Inspector General.

H. Independent Private Sector Inspector General Reviews. Pursuant to Miami-Dade County Administrative Order 3-20, the Committee is aware that the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Committee shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and copying. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Committee's budget and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services.

The terms of this provision herein, apply to the Committee, its officers, agents, employees, sub consultants, successors, and assigns. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Committee in connection with this Agreement. The terms of this Section shall not impose any liability on the County by the Committee or any third party.

I. Monitoring. The Committee agrees to permit County personnel to monitor review and evaluate the program which is the subject of this Agreement. The Committee shall monitor fiscal, administrative, and programmatic compliance with all of the terms and conditions of the Agreement. The Committee shall permit the compliance with all the terms and conditions of the Agreement. The Committee shall permit the County to conduct site visits, client assessment surveys, and other techniques deemed reasonably necessary to fulfill the monitoring function. A report of the County's findings will be delivered to the Committee, and the Committee shall rectify all deficiencies cited within the period of time specified in the report. If such deficiencies are not corrected within the specified time, the County may suspend payments or terminate this Agreement. The County shall conduct one or more formal management evaluations and performance reviews of the Committee. Continuation of this Agreement is dependent upon satisfactory evaluation conclusions.

ARTICLE XVI SUBCONTRACTS AND ASSIGNMENTS

The Parties agree that no assignment or subcontract shall be made or let in connection with this Agreement without the prior written approval of the County, which approval shall not be unreasonably withheld, and that all subcontractors or assignees shall be governed by the terms and conditions of this Agreement.

ARTICLE XVII MISCELLANEOUS

A. Publicity. The Committee agrees that all publicity, including web sites, publications and press releases for events and activities funded by this Agreement shall recognize the County as a funding source and sponsor. By accepting County funds, the Committee is required to recognize and acknowledge support in a manner commensurate with all contributors and sponsors of its activities at comparable dollar levels. The Committee should also use the County logo in marketing and publicity materials in a manner determined in conjunction with the Office of Communications as described in the Scope of Services (Attachment "A").

It is also agreed that where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, the County has the right to use, duplicate and disclose such materials in whole or part, in any manner, for any purpose whatsoever and to have others acting on behalf of the County do so.

If the materials so developed are subject to copyright, trademark or patent, then legal title and every right, interest, claim or demand of any kind in and to any patent, trademark, copyright, or application for the same, will vest in Miami-Dade County, for the exclusive use and benefit of the County. No person, firm or corporation, including parties to this Agreement, shall be entitled to use the copyright, patent or trademark without the prior written consent of Miami-Dade County.

B. Governing Law and Venue. This Agreement is made in the State of Florida and shall be governed according to the laws of the State of Florida. The Committee agrees to comply with all applicable Federal, State, and County laws, rules, and regulations, which are incorporated herein by reference or fully set forth herein. Venue for this Agreement shall be in the courts situated in Miami-Dade County, Florida.

C. Modifications. Any alterations, variations, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly approved and signed by both parties hereto and attached to the original of this Agreement. The foregoing notwithstanding, the Maximum Amount Payable to the Committee hereunder may only be

increased by written amendment to this Agreement approved by the Board of County Commissioners and executed by all parties.

Except for increases in the Maximum Amount Payable, the Mayor or the Mayor's designee is authorized to make modifications to this Agreement as described herein on behalf of the County.

D. Joint Preparation. Each party hereto represents and warrants that they have consulted with their own attorney concerning and participated in the drafting of each of the terms contained in this Agreement. No inference, assumption, or presumption shall be drawn from the fact that one party or its attorney prepared this Agreement. It shall be conclusively presumed that each party participated in the preparation and drafting of this Agreement.

E. Counterparts. This Agreement is signed in five (5) counterparts, and each counterpart shall constitute an original of this Agreement.

F. Headings, Use of Singular and Gender. Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Agreement. Wherever used herein, the singular shall include the plural and plural shall include the singular, and pronouns shall be read as masculine, feminine or neuter as the context requires.

G. Totality of Agreement / Severability of Provisions. This Agreement with its recitals on the first page of the Agreement and with its attachments as referenced below contain all the terms and conditions agreed upon by the parties:

Attachment A:	Scope of Services
Attachment B:	Budget
Attachment C:	Miami-Dade County Affidavits

No other agreement, written, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. If any provision of this Agreement is held invalid or void, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

H. Public Records. Pursuant to Section 119.0701, Florida Statutes, the Committee shall keep and maintain all records related to the performances of its services under this Agreement. Upon request from the County, the Committee shall provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law. The Committee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term and following completion of this Agreement, unless the County requests that the Committee transfer all such records to the County, at which point the Committee shall provide the County with all such records and the County will retain the records in accordance with applicable law. Upon completion of this Agreement, the Committee shall transfer, at no cost, to the County all public records in possession of the Committee or keep and maintain public records as required by the County. If the Committee transfers all public records to the County upon completion of the Agreement, the Committee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Committee keeps and maintains public records upon completion of this Agreement, the Committee shall meet all applicable requirements for retaining public records. All records stored

electronically must be provided to the County, upon request from the County, in a format that is compatible with the information technology systems of the County.

I. County As Sovereign. Notwithstanding and prevailing over any other provision of this Agreement, the County retains all of its sovereign prerogatives and rights and regulatory authority as a county under Florida laws. Additionally, nothing herein shall be deemed to constitute a waiver or limitation of the County's sovereign immunity under Section 768.28, Florida Statutes.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

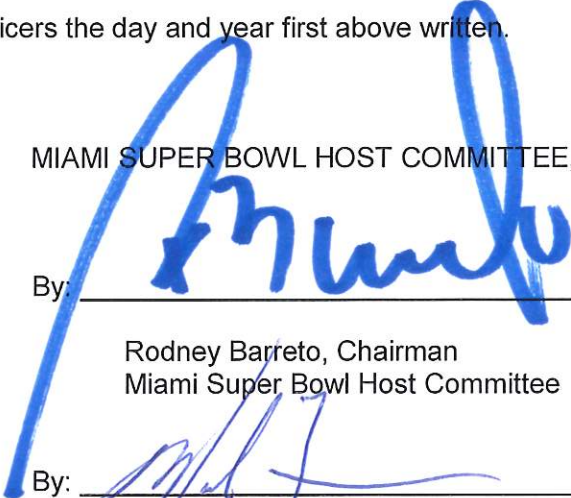
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective and dully authorized officers the day and year first above written.

(SEAL)

MIAMI SUPER BOWL HOST COMMITTEE, INC.

ATTEST:

By: _____

By:  _____

Rodney Barreto, Chairman
Miami Super Bowl Host Committee

By:  _____

Michael Zimmer, President
Miami Super Bowl Host Committee

Witnesses:

By:  _____

By:  _____

ATTEND

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY

By:  _____

Deputy Clerk

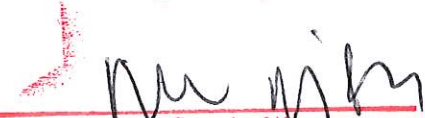


By:  _____

Carlos A. Gimenez, Mayor
or Designee

MAURICE L. KEMP
DEPUTY MAYOR
MIAMI-DADE CTY. FL

Approved as to form
And legal sufficiency


Assistant County Attorney

"Attachment A"

SCOPE OF SERVICES

The Committee agrees to provide the following services to the County:

MEDIA PROMOTION

- Ensure that the NFL media center is located within Miami-Dade County
- Coordinate and provide logistical support for media center and origination of telecast worldwide
- Publish newsletters and marketing materials with County listed as an official sponsor
- Set up and provide full staffing for press hospitality
- Develop and publish press guide with County listed as official sponsor
- Coordinate and host two major media events within Miami-Dade County
- Develop and prepare comprehensive press information/promotional packages
- Organize trips, shuttles and events for the press
- Solicit and coordinate special press coverage
- Coordinate local media support and coverage
- Maximize positive aspects of worldwide coverage
- Implement a social media campaign promoting the Miami Super Bowl Host Committee and Miami-Dade County as the hosts for Super Bowl LIV

MARKETING AND COMMUNITY AND PUBLIC RELATIONS

- Ensure that the Media party and the several signature NFL Events including the NFL Experience (or any such equivalent event that may exist in the future) will be held in Miami-Dade County
- Host the following two major events in Miami-Dade County: The Host Committee Party and the Host Committee Kick-Off Party
- Prepare and distribute sponsorship packages, Visitor's Guide, billboards, posters, website and collateral materials in conjunction with the Greater Miami Convention and Visitors Bureau
- Develop and produce special events in conjunction with the Super Bowl such as "Super Bowl Live" that are available to general public
- Coordinate youth outreach programs such as "NFL Play 60" (or any such similar program that may exist in the future, subject to the NFL) in order to maximize the opportunity for our local youth to participate
- Ensure that in the event that the NFL sponsors Youth development programs and NFL Experience during the week preceding the Super Bowl, that Miami-Dade Parks Recreation and Open Spaces Youth participants are given access
- Develop and promote a speakers' bureau and implement a comprehensive decor program that celebrates Miami-Dade County's hosting of Super Bowl LIV
- Work with the NFL to receive a portion of the NFL's \$1 Million legacy grant in the amount proportionate to the County's total contribution to the Event compared with other contributing public agencies for a legacy project to include the installation of artificial turf at the Youth Education Town (Y.E.T.) Center at Gwen Cherry Park, 7090 N. W. 22 Avenue, Miami, Florida, 33147 and possible other projects

SMALL / LOCAL-BASED ORGANIZATION BUSINESS DEVELOPMENT

- Develop and implement strategies to maximize the economic impact and participation of small owned and local-based firms including, but not limited to implementation of NFL Business Connect program
- Develop, publish, distribute a local business directory that is specifically tailored to Super Bowl opportunities
- Work with the NFL and major corporate entities to promote hotel destinations in the Miami-Dade County area to generate approximately 35,000 evening stays at Miami-Dade County hotels
- Ensure that the participating American Football Conference (AFC) and the National Football Conference (NFC) team and headquarter hotels be located within Miami-Dade County

HOSPITALITY

- Solicit over 10,000 volunteers who will be trained to provide hospitality services at contracted hotels, Airport Welcome Centers, Super Bowl Live, NFL Experience, and Visitor Help Hotline (12-18 hours per day)
- Work with car rental agencies to ensure that visitors receive maximum service
- Implement a hospitality training program for local service industry
- Provide hospitality/concierge services to select NFL Owners/VIPs

OPERATIONS AND LOGISTICS

- Ensure that the NFL's headquarters will be located in Miami-Dade County
- Coordinate with County Officials in the areas of traffic control and public safety, taxi and limousine regulation, ride sharing regulation, bus coordination and regulation, aviation management and transit interface
- Coordinate with stadium personnel to ensure highly efficient game day operations
- Coordinate with Miami-Dade County Aviation Department related to fixed-based operations at Miami-Dade's General Aviation Airports

Miami Super Bowl Host Committee Projected Budget

INCOME

This is a projected Budget as of 11/15/18 and may be amended as funding sources are identified and expenses are incurred

	Collected	Projected	Actual
Miami Dade County	\$ -	\$ -	\$ 4,000,000.00
Broward County	\$ -	\$ -	\$ 500,000.00
Palm Beach County	\$ -	\$ -	\$ 200,000.00
FSF Grant	\$ 500,000.00	\$ -	\$ 1,500,000.00
City of miami	\$ -	\$ -	\$ 500,000.00
GMCVB	\$ 500,000.00	\$ -	\$ 1,000,000.00
Miami Beach	\$ -	\$ -	\$ 250,000.00
Hotel Reabtes	\$ -	\$ -	\$ 2,000,000.00
Marketing/ Sponsorships	\$ -	\$ -	\$ 12,000,000.00
Super Bowl Live	\$ -	\$ -	\$ 2,000,000.00
	\$ 1,000,000.00	\$ -	\$ 23,950,000.00

PROJECTED BUDGET

ADMINISTRATION	PROJECTED BUDGET
Salaries/Benefits;	
Payroll Taxes for all employees	
Insurance Costs ; Commertical Property, Generia Liability, Workers Comp	
Paychex management Fee	
Dues and Subscriptions	
Parking/ Auto Expenses	
Facilities	
Phone	
Printing	
Postage/Delivery	
Utilities	
Comcast Cable and Cogent internet	
Meals and Entertainment	
Accounting Fees	
Office Décor	
Office Supplies	
Furniture/Equipment	
Meeting Expenses	
TOTAL	\$ 1,831,326.89

PROJECTED BUDGET

CORPORATE MARKETING	PROJECTED BUDGET
Salaries/benefits	
Sponsorship events/ Fulfillment cost	

Sponsorship Brochures	
Sponsorship Events	
Promotional Items	
Economic Impact Study	
Meals and Entertainment	
Auto Expenses Car/taxi	
Agency Costs - Sponsorship packages	
Promotional Items	
TOTAL	\$ 3,476,600.00

EVENTS	PROJECTED BUDGET
Salaries/ Benefits	
Media Party, Kick off Event, NFL FAM Trip	
Community Events	
Host Committee Party	
Décor- airport/ billboards/ banners	
Permits and Fees	
Super Bowl Live activation	
Auto Expenses/ Car / taxi	
Meals and Entertainment	
Sponsorship events and Permits and fees	
TOTAL	\$ 3,035,000.00

OPERATIONS/LOGISTICS	PROJECTED BUDGET
Salaries/ Benefits	
Auto Expenses; Car/ taxi	
Contractual Agreements	
Meals and Entertainment	
TOTAL	\$ 250,000.00

COMMUNICATIONS	PROJECTED BUDGET
Salaries/ benefits	
Media Guide	
Host Committee Social Media	
Advertising / publications	
Public Relations	
Media Giveaways	
Media Hospitality	
Media Center/ Press Conference	
Photography	

Promotional Video	
Billboards	
Street Pole Banners	
Speakers Bureau	
Meals and Entertainment	
Auto Expenses; Car/ Taxi	
NFL Social Media Center	
Media Buys	
TOTAL	\$ 531,000.00

BUSINESS CONNECT/COMMUNITY OUTREACH		PROJECTED BUDGET
Business connect program		
Resource Guide		
NFL Environmental Program		
NFL Legacy Grant		
Miami YET Center/ Youth Football		
School Programs		
Training supplies		
Meals and entertainment		
Auto Expenses; Car/ Taxi		
Community outreach activations		
TOTAL	\$	100,000.00

VOLUNTEER SERVICES		PROJECTED BUDGET
Salaries/ Benefits		
Volunteer center		
Uniforms		
Ambassadors - Airports / Hotels / Transportation		
Media Center		
Handbooks		
Recruitment Expenses		
Recruitment/ Training sessions/ Rallies		
IT Program and support		
Appreciation Event		
Meals and Snacks for Volunteers		
Meals and entertainment		
Auto Expenses/ Car / taxi		
TOTAL	\$	2,100,000.00

IT PROJECTED BUDGET

IT Equipment		
Host Committee Website		
Host Committee APP		
Server Management		
Social Media Accounts/ management		
Internal IT service		
TOTAL	\$	100,000.00

FINANCE		PROJECTED BUDGET
Salaries and Programs		
Meals and Entertainment		
Auto Expenses/ Car/ Taxi		
TOTAL	\$	110,500.00

REQUIREMENTS		PROJECTED BUDGET
TOTAL	\$	12,500,000.00

TOTALS	\$	24,034,426.89
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"Attachment C"

Miami-Dade County Affidavits

Documentation is on file with:

Internal Services Department

Procurement Management Services Division

Vendor Services Section

111 NW 1st Street, Suite 1300, Miami, Florida 33128-1974

305-375-5773