

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
THE SUPERLATIVE GROUP, INC.
FOR
SPONSORSHIP ASSET INVENTORY, VALUATION, NAMING RIGHTS AND SALES**

THIS AGREEMENT is made between **THE SUPERLATIVE GROUP, INC.**, an Ohio corporation, (hereinafter the "Consultant"), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the "City").

WHEREAS, the Consultant and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for SPONSORSHIP ASSET INVENTORY, VALUATION, NAMING RIGHTS AND SALES (the "Project"); and

WHEREAS, the City desires to engage the Consultant to perform the services specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the City agree as follows.

1. **Scope of Services/Deliverables.**
 - 1.1 The Consultant shall furnish professional services to the City as set forth in the Scope of Services (**Exhibit A**).
 - 1.2 The "Scope of Services" includes a Project Schedule for the Project which includes a breakdown of tasks, timeline and deliverables to the City.
2. **Term/Commencement Date.**
 - 2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect for a period of one (1) year from the date of execution, unless earlier terminated in accordance with Paragraph 8. The City shall have the option to renew this Agreement for three (3) additional one (1) year periods once the initial term of this Agreement has expired. Continuation of the Agreement for Phases II and III will be dependent on City's yearly approved budget.
 - 2.2 Consultant agrees that time is of the essence and Consultant shall complete each deliverable for the Project within the timeframes set forth in the Project Schedule, unless extended by the City Manager.

3. Compensation and Payment.

The City and Consultant shall be compensated in the following manner:

3.1 In consideration of the releases and indemnities contained herein and of the Consultant's Services in connection with the sponsorship asset inventory, valuation, naming rights and sales described herein, the Consultant shall be entitled to

(a) Phase I Asset Valuation Services: a professional services fee in the amount of \$60,000 ("Professional Services Fee"). The Professional Services Fee shall be paid in two equal installments. The first installment shall be paid to Superlative in the amount of thirty thousand USD (\$30,000) upon execution of this Agreement. The second installment shall be paid to Superlative in the amount of thirty thousand USD (\$30,000) upon delivery by Superlative of the final draft of the valuation report in relation to the assets (the "Valuation Report").

The City shall reimburse Superlative for all pre-approved travel and expenses at cost.

It is the responsibility of the Consultant to pay all applicable local, state, and federal taxes associated with payments made to Consultant under this Agreement, and to acquire and pay for all necessary permits, licenses, and insurance required for the execution of this Agreement.

3.2 Compensation and payment terms for Phase II shall be negotiated at such time as the City decides to retain Consultant to provide additional services. The acceptance by the City Council of the services provided under this Agreement, including any recommendations made by Consultant for implementing Phase II shall not create any contractual or any other right concerning Phase II, unless Consultant is specifically retained by the City to conduct strategic sales and campaign development.

4. Sub-consultant.

- 4.1 The Consultant shall be responsible for all payments to any sub-consultants and shall maintain responsibility for all work related to the Project.
- 4.2 Any sub-consultants used on the Project must have the prior written approval of the City Manager or his designee.

5. **City's Responsibilities.**

- 5.1 Furnish to Consultant, at the Consultant's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Consultant, in possession of the City.
- 5.2 Arrange for access to and make all provisions for Consultant to enter upon real property as required for Consultant to perform services as may be requested in writing by the Consultant (if applicable).
- 5.3 The City will approve any travel expenses, or the manner for setting such rates charged by the Consultant.
- 5.4 The City will approve the operating budget for services performed under this Agreement.

6. **Consultant's Responsibilities.**

- 6.1 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Project as is ordinarily provided by a professional Consultant under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the Project, it is determined that the Consultants deliverables fail to conform to the Scope of Services of the Project, upon written notification from the City Manager, the Consultant shall at Consultant's sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of the Consultant or Sub Consultant under this agreement.
- 6.2 Completion of Phase I/Valuation and Initiation of Phase II/Sales Services: The Consultant shall deliver the final draft of the Valuation Report to the City within four (4) months of the City's issuance of a Notice to Proceed for Phase I, unless otherwise agreed to by the Parties. The Consultant shall initiate the Phase II sales services upon receipt of the City's Notice to Proceed for Phase II, which is to occur upon a date to be mutually agreed

upon by the parties after the delivery of the final draft of its Valuation Report. Notwithstanding Section 2.2 of this Agreement, the delivery of the final draft of the Valuation Report shall not be unreasonably conditioned or delayed by Client. In the event that the City unreasonably conditions or delays the delivery of the final draft of the Valuation Report, the delivery period, as set forth in this Section 6.2, shall be extended for the period of time in which the final draft was conditioned or delayed by the City.

7. **Conflict of Interest.**

7.1 To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, represent any private sector entities (developers, corporations, real estate investors, etc.), with regard to any City related matter.

8. **Termination.**

8.1 The City Manager without cause may terminate this Agreement upon thirty (30) days written notice to the Consultant, or immediately with cause. For purposes of this Agreement "Cause" means, (a) Consultant's willful and continued failure to substantially perform his services under the Agreement, (b) Consultant's willful commission of an act of fraud or dishonesty, (c) Consultant's conviction of, or entry by Consultant of a guilty or no contest plea to, the commission of a felony involving moral turpitude.

8.2 Upon receipt of the City's written notice of termination, Consultant shall stop work on the Project.

8.3 In the event of termination by the City, the Consultant shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

8.4 The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Project to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

9.1 The Consultant shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by **Exhibit C**. The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.

9.2 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted, or in accordance to policy provisions.

10. **Nondiscrimination.**

10.1 During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination

11. **Attorneys' Fees and Waiver of Jury Trial.**

11.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

12. **Indemnification.**

12.1 Consultant shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Consultant's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way

connected with Consultant's performance or non-performance of this Agreement. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.

- 12.2 The provisions of this section shall survive termination of this Agreement.
- 12.3 Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Consultant.

13. Notices/Authorized Representatives.

- 13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Albert P. Childress
 City Manager
 City of Doral, Florida
 8401 NW 53rd Terrace
 Doral, Florida 33166

With a Copy to: Luis Figueredo, ESQ.
 City Attorney
 City of Doral, Florida
 8401 NW 53rd Terrace
 Doral, Florida 33166

For The Consultant: Kyle Canter
 Chief Operating Officer
 The Superlative Group
 2843 Franklin Blvd.
 Cleveland, Ohio 44113

14. Governing Law.

14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida.

15. **Entire Agreement/Modification/Amendment.**

15.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. **Ownership and Access to Records and Audits.**

16.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Consultant providing services to the City under this Agreement shall be the property of the City.

16.2 This Agreement does not constitute and shall not be construed as constituting the transfer or assignment of any proprietary information between the parties, unless otherwise specified in this Agreement. Each party shall retain the ownership rights to all proprietary information or intellectual property that it owned (in whole or in part) prior to entering into this Agreement, including, but not limited to, trade secrets, technology, formulas, calculations, algorithms, or information pertaining to business operations and strategies, and information pertaining to customers and pricing. The City shall own the Valuation Report prepared by Consultant to the City under the Scope of Services.

16.3 The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Consultant involving transactions related to this Agreement.

16.4 The City may cancel this Agreement for refusal by the Consultant to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

17. **Nonassignability.**

17.1 This Agreement shall not be assignable by Consultant unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Consultant, and such firm's familiarity with the City's area, circumstances and desires.

18. **Severability.**

18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Contractor.**

19.1 The Consultant and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Compliance with Laws.**

20.1 The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Project.

21. **Waiver**

21.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. **Survival of Provisions**

22.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. **Prohibition of Contingency Fees.**

23.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. **Counterparts**

24.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

25. **Force Majeure**

25.1 Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service Consultant, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy.

For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

25.2 In the event such an event prevents performance thereunder for a period in excess of ninety (90) days, then either party may elect to terminate or suspend this Agreement by a written notice.

26. **Tax-Exempt Facilities**

26.1 Some of the facilities (the "Tax-Exempt Facilities") that are subject to the Professional Services Agreement were financed with bonds the interest on which

is excludable from gross income under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). To maintain the tax-exempt status of these bonds, the City has covenanted to comply with certain ongoing requirements, including a covenant that the City will not cause the Tax-Exempt Facilities to be used in a manner that would cause the private business tests of section 141(b) of the Code to be met.

With respect to naming rights and other uses that are unrelated to the governmental use or are a disproportionate related private business use, the private business test under Code section 141(b) is met if: (i) more than 5% of the proceeds of the bonds is to be used for any private business use (the "private use test"); and (ii) the payment of principal of or interest on more than 5% of the proceeds of the bonds is (under the terms of such issue or any underlying arrangement) directly or indirectly (1) secured by any interest in property used or to be used for a private business use, or payments in respect of such property, or (2) to be derived from payments (whether or not to the issuer) in respect of property, or borrowed money, used or to be used for a private business use (the "private payment test"). For determining whether the private business tests are met, actual facts are used and all private use and private payments must be aggregated.

For determining whether private business use arises, any special legal entitlements or preferential treatment to a Tax-Exempt Facility by a private business should be considered. For this purpose, private business includes organizations described in Code Section 501(c)(3) and the federal government. Thus, for example, the right to name a park after a private business could provide that business with legal entitlements to the park and could give rise to private business use. The right of a natural person to name a park, on the other hand, when such right, considering all the facts and circumstances, is not indirectly or directly associated with a private business, may not give rise to private business use. In addition, use by a private business on the same basis as the general public generally will not give rise to private use.

Arrangements providing for use that is available to the general public includes use by trades or businesses if such use is pursuant to rates that are generally applicable and uniformly applied (even if different rates apply to different classes of users, if the difference in rates is customary and reasonable), provided that the amount of such use by a single user pursuant to a single arrangement does not exceed 200 days.

For purposes of applying the private business test, generally use of a portion of a Tax-Exempt Facility that is not available for general public use by a nongovernmental person pursuant to a "temporary use exception" provided in the Treasury Regulations does not result in private business use. The temporary

use exceptions include: (i) use that is 100 days or less, including all renewal options, if the use is pursuant to generally applicable and uniformly applied rates that are not reasonably available to natural persons not engaged in a trade or business, the property has not been financed for a principal purpose of providing that property for use by that nongovernmental person, and the arrangement does not result in ownership of the Tax-Exempt Facility, or (ii) use that is 50 days or less, including all renewal options, if the use is pursuant to an arrangement that is negotiated at arm's length and compensation under the arrangement is at fair market value, the Tax-Exempt Facility has not been financed for a principal purpose of providing that property for use by that nongovernmental person, and the arrangement does not result in ownership of the Tax-Exempt Facility.

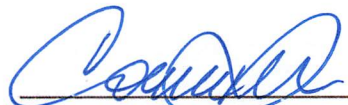
Prior to entering into any naming right or other agreement that provides a private business with special legal entitlements or preferential treatment to a Tax-Exempt Facility, Consultant understands that the City must first consult with Bond Counsel.

27. **Damages.**

27.1. Except in regard to Section 12 of this Agreement, under no circumstance shall Consultant or the City be liable to the other party or any other person or entity for special, incidental, consequential or indirect damages, loss of good will or business profits, or any and all other commercial damages or loss, or exemplary or punitive damages. In addition, and without prejudice to the foregoing, Consultant's total liability to the City shall not exceed the total sums paid by the City under this Agreement in respect of the Services (excluding commissions).

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same and by Consultant by and through its _____, whose representative has been duly authorized to execute same.

Attest:



Connie Diaz, City Clerk

CITY OF DORAL


By: 

Albert. P Childress, City Manager

Date: Oct. 16, 2020

Approved As To Form and Legal Sufficiency for the Use

And Reliance of the City of Doral Only:



Luis Figueredo, ESQ.
City Attorney

CONSULTANT

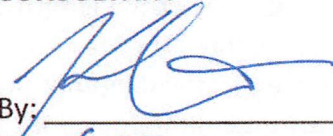

By: _____ Kyle Canter
Its: COO
Date: 10-8-20

EXHIBIT A

SCOPE OF SERVICES

1.0 Provider's Responsibilities – Phase One

- 1.1 The primary focus is all naming rights and sponsorship opportunities with relation to parks and recreation facilities (current and future), events and programs. Should another department/division need the Consultant's services, the Requestor will obtain a proposal and a Work Order will be processed in advance of the Consultant providing any additional services.
- 1.2 Comprehensive Sponsorship Policy and Package: develop a written policy and package for the City, taking into consideration the existing sponsorship policy and package. The Consultant shall have a workshop with stakeholders and provide the City with a draft policy and package for review. Policy shall include, but not be limited to the following:
- a. Purpose of the Policy
 - b. Scope of the Policy
 - c. Definitions, as applicable
 - d. Criteria for attracting sponsors
 - e. Suitable activities for sponsorships
 - f. Benefits for sponsors
 - g. Sponsorships not permitted under the policy/restrictions
 - h. General Ethics framework considerations
 - i. Process for attracting sponsors

- j. Sponsorship Agreements content, etc.
- k. Approval Authority
- l. Responsibilities
- m. Risk Management

- 1.3 A Marketing Assets Inventory and Valuation report, which will consist of existing and prospective tangible and non-tangible marketing assets, including an estimate of their potential sponsorship financial value.
 - a. Physical assets such as; advertising signage, vehicle wraps, facility sponsorships including naming rights and interior/exterior opportunities, etc.
 - b. Special event assets including title sponsorships, advertising opportunities, merchandising opportunities, product display opportunities, etc.
 - c. Recreational programs and sports teams' assets; including title sponsorship opportunities, sports uniforms, team sponsorships, etc.
 - d. Beverage/non-alcoholic pouring rights.
- 1.4 The Consultant will identify and value all building, land and any other assets that the City Parks has available to generate revenue, along with assessing and valuing projects identified in the Parks Bond and all other future park projects.
- 1.5 Strategic Plan for Marketing Assets: provide the City with a detailed plan to maximize corporate sponsorship potential. The Consultant shall also educate the City through a detailed presentation of the final report, which should include, but not be limited to the following:
 - a. Business objectives
 - b. Marketing priorities
 - c. Marketing goals
 - d. Marketing strategies to achieve sponsorship goals
 - e. Conversion strategies
 - f. Key actions on how the marketing plan will be executed
 - g. Defining any potential dependencies and risks
- 1.6 The Consultant agrees that they shall be solely responsible for all costs and /or expenses associated with, or as a result of its operation under this Agreement. The Consultant shall stipulate and certify that he/she is qualified to provide services that he/she is hired to provide, and maintains required licenses or permits

necessary to provide services and shall continue to maintain such licenses or permits during the tenure of this Agreement.

1.7 This Consultant shall perform the following:

- a. On-site interviews of City department heads and other personnel as necessary to understand the City's current assets, marketing and sponsorship activity level. The City's Marketing and Sponsorship Coordinator will coordinate each visitation and interview with the Consultant. Visitations may include several or all City departments at the sole discretion of the City Manager.**
- b. Examination of current City asset management agreements, including but not limited to; buildings, roads, land, concessions, vending machines, athletic centers, parking garages/lots and other assets identified by the City's Marketing and Sponsorship Coordinator. Additionally, the Consultant shall review all special events and marketing materials the City currently has for effectiveness and potential sponsorship opportunities.**
- c. Review and revise current sponsorship agreements and forms.**
- d. Comprehensive examination of the City's current and recent marketing materials to evaluate effectiveness and proposal of areas for improvement to the City.**
- e. Develop and present a database to the City that contains valuation information on all sponsor-able assets. The valuation process will include:
 - i. Quantitative Analysis
 - 1. Quantitative benefits reflect the ability to effectively measure the return on investment that corporate sponsors can expect to receive. These include the direct, or tangible, benefits available to the Naming Rights partner. Quantitative benefits typically form a significant portion of fair market value because each item is quantifiable and guaranteed to the sponsor. Quantitative benefits are separated into several categories including:
 - a. Property Media Buys**
 - b. Signage Benefits**
 - c. Print Marketing Collateral**
 - d. Social and Digital Media Exposure**
 - e. Display Opportunities****
 - 2. The Consultant's quantitative analysis also includes an assessment of the value of engaging the target audience and******

the quality of exposure received. Understanding the value of each impression with respect to a specific demographic or target audience is an important component. Valuation is adjusted accordingly for each opportunity or asset.

3. Identify the costs of engaging the target audience and achieving high-quality exposure. This includes an assessment of the cost of delivery (to the Naming Rights Partner or Sponsor) and may include direct costs (installing a hard sign), overhead costs (maintaining a sponsored walkway or media platform) or development costs.
- f. **Industry Benchmarking:** The Consultant maintains an extensive database of sponsorship agreements that is continuously updated and includes, but is not limited to; Naming Rights and sponsorship contracts from sports fields, aquatic complex/center, trails and bikeways, amphitheater, theatres, cultural centers, community centers, park facilities, universities, transit agencies, non-profit organizations and all other assets located within park facilities. Once the Consultant has developed the asset database and determined the Naming Rights and sponsorship value for each opportunity and asset, a list of similar Naming Rights and sponsorship contracts, including their terms, associated fees and other pertinent details, is compiled for each asset.
 - g. The Consultant shall provide the City with a comprehensive strategic plan for marketing of the City's assets identified and evaluated in phase I. This report shall include, but not be limited to the following:
 - i. A written strategy document that lists all assets in the database and which details the Consultant's planned approach to marketing the City's assets identified with proposed action steps.
 - ii. An assessment of the City's potential and recommend processes and policies to earn income from Product Licensing Agreements.
 - iii. An assessment of "Partner Designation and Use of Logo" opportunities.
 - iv. An assessment of "Product Category Exclusivity" opportunities.
 - v. Identification of "Cost Reduction Opportunities" for items currently purchased by the City.
 - vi. An assessment of the City's "licensing" potential by conducting a brand review and assessment, including an analysis of target categories and subcategories provision of a licensing marketing plan, if such potential is found to exist.

2.0 Provider's Responsibilities – Phase Two

- 2.1 Contract and evaluation potential sponsorship partners: to ensure that coverage is comprehensive, the Consultant uses a systematic approach to contact marketing partners. The Consultant will:
- a. Exhaust the Consultant's contact database of corporate contacts and identify qualified prospects. This database is to be continually updated and shared with the City.
 - b. Identify and research prospective corporations through various subscribed databases to match the marketing needs of corporations with the logical and most valuable marketing assets of the City.
 - c. Collaborate closely with the City staff and executives on recommendations they may have.
 - d. Promote sales campaign with a description of the City's initiatives through a myriad of resources.
 - e. Create sales material to promote and market sponsorship opportunities to relevant and qualified prospects.
 - f. Create presentation material that will provide specific information for potential investment and/or partnerships with the City as part of the naming right program, including:
 - i. Market/Demographic data
 - ii. Measured media value
 - iii. Value justification for unmeasured media
 - iv. Naming rights benefits and options
 - v. Options for renewal
 - vi. Financial investment
- 2.2 Identifying Key Performance Indicators: The Consultant will assess, define and measure factors to achieve organizational goals and objectives.
- 2.3 Negotiate and complete agreements:
- i. The Consultant's executives will be the upfront negotiator and/or advise City staff and executives, regarding contract negotiation and contract development.
 - ii. The Consultant will present agreements to City staff, executives, City Council Members and media (if authorized). The Consultant is well versed in the appropriate procedures for announcements to local and national media outlets. The Consultant will work with the City to

accurately present a negotiated corporate partnership to the appropriate executives and media.

2.4 Contract fulfillment:

- i. The Consultant will work with the City staff to develop a system that accurately tracks the status of newly developed corporate partnerships.

2.5 Manage and audit ongoing rights:

- i. The Consultant establishes post-contract review mechanisms to ensure that all benefits owed to the City are captured and that the organization is meeting its obligations under these contracts. The Consultant is a strong advocate of audits, especially when payments are performance based.

2.6 Activation and audit (term of agreement)

- i. After delivery of a campaign agreement, the project team will assist the City in the activation and compliance of each aspect of that agreement. Specifically, the Consultant will:
 - a. Finalize agreement terms and conditions
 - b. Assist the City with the first year of activation of each Naming Right
 - c. Assist in the development of payment schedules and compliance issues
 - d. Provide other services as requested by the City

2.7 Progress reports: The Consultant will use template reports to provide sales updates in the following circumstances:

- i. Following all Meeting with target companies regarding any naming rights, corporate sponsorship or revenue-potential opportunity.
- ii. Monthly to provide the City an update on activity during the period.

- iii. Reports that include the following information:
 - a. Project timescales and sale priorities
 - b. Status of progress of deliverables
 - c. Status of all activities, events and efforts
 - d. Summary of meetings and presentations
 - e. Summary of activity regarding market interest and feedback
 - f. Summary of communications with potential sponsors
 - g. Any deviations from project deliverables or schedule
 - h. Plan of activities for the next 30 days
- iv. The Consultant will agree to the format of each report with the City's project team as part of the project initiation process.

3.0 Provider's Responsibilities – Phase Three

- 3.1 Consultant will continue the implementation of the Marketing Plan to maximize the corporate sponsorship of assets throughout the City.
- 3.2 The Consultant and the City agree that Phase III may be renewed for three (3) additional one (1) year terms. Commission rates may be renegotiated to reflect the potential future revenue to the City.

EXHIBIT B

General List of Events and Park Assets

Below is the list of sponsorable assets. Assets may be added to this list, upon mutual agreement between the Consultant and the City.

EVENTS:

Event Name	Estimated Attendance
EGGstravaganza	12,000
Independence Day Celebration	35,000
Holiday Lights & Ice	8,500
Camping Under the Stars	3,000
Play Day	2,000
Downtown Doral Art Walk	1,200
Park & Tree Lighting Celebration	2,500
Doral 5K	1,500
Mother's Day Retro Show	600
Movies at the Park Series	750
Back to School Night	1,000
Veterans Day Parade & Ceremony	650
Dr. Seuss Storytime	300
Capture Doral	150
Short Films	300
Art After Dark Series	50
Hispanic Heritage Art Exhibit	150

Howl-O-Ween & Trunk or Treat	500
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SPORTS:

Sport Program	
Youth Basketball League	Silver Club Luncheons & Seminars
Travel Basketball	Silver Club socials
Broncos Tackle & Cheer	TEEN Seminars
Youth Flag Football League	TEEN Tournaments
Adult Basketball League	TEEN Game Show Night
Sand Volleyball	Step Up Your Health, Doral Program
Co-Ed Volleyball League	Adult Flag Football League
Adult Soccer League	Adult Kickball
Silver Club Bingo Nights	

CURRENT PARKS AND FACILITIES:

1. Morgan Levy Park – *Estimated annual attendance 254,563 5300*
NW 102 Avenue

- a. Park Amenities:

- i. Basketball Courts
- ii. Soccer Fields
- iii. Tennis Courts
- iv. Sand Volleyball Courts
- v. Playground
- vi. Outdoor Exercise Stations
- vii. Pavilions
- viii. 5,000 sq. ft. Community Center

2. Doral Meadow Park – *Estimated annual attendance 344,881*
11555 NW 58 Street

- a. Park Amenities:

- i. Football / Soccer / Field Hockey
- ii. Baseball Fields
- iii. Batting Cages
- iv. Playground
- v. Pavilion
- vi. Vita Course

**3. Trails & Tails Park – *Estimated annual attendance 152,265 11645*
*NW 50 Street***

- a. Park Amenities:**
 - i. Small Dog Area**
 - ii. Large Dog Area**
 - iii. Outdoor Exercise Stations**
 - iv. Playground**
 - v. Biking/walking trail**

**4. Doral Central Park – *Estimated annual attendance 297,759 3000*
*NW 97 Avenue***

- a. Park Amenities:**
 - i. Volleyball Courts**
 - ii. Soccer Field**
 - iii. Walking / Jogging**
 - iv. Cycling**
 - v. Picnic Tables**
 - vi. Exercise Station**

**5. Doral Legacy Park – *Estimated annual attendance 615,001*
*11400 NW 82 Street***

- a. Park Amenities:**
 - i. Indoor Basketball**
 - ii. Outdoor Basketball**
 - iii. Indoor Volleyball**
 - iv. Outdoor Volleyball**
 - v. Tennis Courts**
 - vi. Outdoor/Indoor Exercise Station**
 - vii. Playground**
 - viii. Baseball Field**
 - ix. Soccer / Football Field**
 - x. 32,000 sq. ft. Community Center**
 - xi. Pavilions**
 - xii. Splash Pad**

6. Doral Glades Park – *Estimated annual attendance 67,108
*7600 NW 98 Place***

- a. Park Amenities:**
 - i. 9,600 sq. ft. Community Center**

- ii. Basketball Courts
- iii. Playground
- iv. Pavilions
- v. Sand Volleyball Courts
- vi. Kayaking / Fishing
- vii. Multipurpose Field
- viii. Nature Exhibit
- ix. Tennis Courts

7. MAU Park – *Estimated annual attendance is not collected 3719 NW 97 Avenue*

- a. Park Amenities:
 - i. Park benches
 - ii. Open lawn

8. Veterans Park – *Estimated annual attendance is not collected 10190 NW 33 Street*

- a. Park Amenities:
 - i. Playground
 - ii. Picnic benches
 - iii. Pavilion
 - iv. Veterans brick campaign

9. Downtown Doral Park – *Estimated annual attendance is not collected 8395 NW 53 Street*

- a. Park Amenities:
 - i. Playground
 - ii. Open Lawn
 - iii. Picnic benches

**Has not been open for a full year. Attendance is from July 2019 – December 2019*

PROJECTS OUTLINED IN THE PARKS BOND:

**Conceptual features are subject to change*

1. Doral Central Park

- a. Key features:

- i. indoor Recreation Center
- ii. Aquatics Center
- iii. Waterfront Promenade
- iv. Cultural Plaza
- v. Nature Areas
- vi. Sensory Playscape
- vii. Fitness Loop
- viii. Destination Playspace
- ix. Multi-Use Sports & Athletic Fields
- x. Skate Spot & Pump Track
- xi. Events Lawn
- xii. Amphitheater

2. Cultural Arts Center

a. Key features:

- i. Large art gallery space visible from both inside and outside the building,
- ii. A flexible multi-purpose room,
- iii. Multiple outdoor courtyards,
- iv. Public restrooms
- v. Accessible rooftop plaza,
- vi. Amphitheater green roof terrace,
- vii. Additional multi-purpose greenspace,
- viii. Public art
- ix. Public garden spaces,
- x. Additional seating areas

3. Doral White Course Park

a. Key features:

- i. Putting Green
- ii. Picnic Shelters
- iii. Shaded Playground
- iv. Shaded Seating Areas
- v. Outdoor Fitness Plaza
- vi. Waterfront Events Plaza
- vii. Fenced Off-Leash Dog Area
- viii. Multi-Purpose Greenspace
- ix. Restroom
- x. Boardwalk to Downtown Doral

4. Pedestrian Bridge

a. Key features:

- i. Elevated Pedestrian Bridge**
- ii. Pass over 41st Street along 117th Ave**

EXHIBIT C



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/16/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Armada Risk Partners, LLC 1300 East 9th Street Suite 1650 Cleveland OH 44114	CONTACT NAME: PHONE (A/C No. Ext): 216-350-5050 FAX (A/C No): E-MAIL ADDRESS: service@armadarisk.com	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED The Superlative Group, Inc. 2843 Franklin Blvd Cleveland OH 44113	THE SUPE-01	INSURER A : Sentinel Insurance Company Ltd
		INSURER B : State Auto Insurance Companies
		INSURER C : Travelers Casualty and Surety Company of America
		INSURER D : Continental Casualty Company 20443
		INSURER E :
		INSURER F :

COVERAGES

CERTIFICATE NUMBER: 809247767

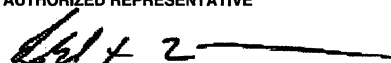
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PBP2884266	1/13/2020	1/13/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PBP2884266	1/13/2020	1/13/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PBP2884266	1/13/2020	1/13/2021	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			45WECAE3H05	1/13/2020	1/13/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Cyber			107205815	1/13/2020	1/13/2021	Privacy & Security	2,000,000
D	Professional Liability			652216287	4/25/2020	4/25/2022	Priv. Breach Notific.	2,000,000
							Each Occ / Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Doral 8401 NW 53 Terrace Doral FL 33166	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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RESOLUTION No. 20-155

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE AWARD OF REQUEST FOR PROPOSALS #2020-10 “SPONSORSHIP ASSET INVENTORY, VALUATION, NAMING RIGHTS AND SALES” FOR THE CITY OF DORAL PARKS AND RECREATION TO THE TOP RANKED FIRM; AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE SUPERLATIVE GROUP FOR A TERM OF ONE (1) YEAR WITH THE OPTION FOR THREE (3) ADDITIONAL ONE (1) YEAR TERMS FOR A POSSIBLE TOTAL OF FOUR (4) YEARS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, On April 18, 2020, Request for Proposals #2020-10, “Sponsorship asset inventory, valuation, naming rights and sales” was advertised for the provision of providing professional services for sponsorship asset inventory, valuation, naming rights and sales that include but are not limited to the Parks and Recreation facilities, programs, events and projects associated with the Parks Bond; and

WHEREAS, Three (3) submittals were received on May 29, 2020 with all firms meeting the required criteria; and

WHEREAS, An evaluation meeting for phase I was held on June 24, 2020 where all submitted proposals were scored and ranked and where the committee agreed to proceed to phase II with all firms, however, one (1) firm declined their invitation to participate.

WHEREAS, The phase II evaluation meeting was held on July 30, 2020 where the two (2) remaining firms made presentations to the evaluation committee and were scored and ranked based on a Three Hundred (300) Point System. The firms ranked as follows:

- | | |
|-------------------------------|------------|
| 1. The Superlative Group | 284 Points |
| 2. Global Spectra dba Spectra | 259 Points |
| 3. Wasserman Media Group | N/A |

WHEREAS, Staff respectfully requests the approval to award Request for Proposals

#2020-10 "Sponsorship asset inventory, valuation, naming rights and sales" to the top ranked firm and authorize the City Manager to negotiate and enter into an agreement with The Superlative Group for the provision of providing professional services for sponsorship asset inventory, valuation, naming rights and sales that include but are not limited to the Parks and Recreation facilities, programs, events and projects associated with the Parks Bond for a period of one (1) year with the option for three (3) one (1) year renewals, for a possible total of four (4) years. Funding for phase one (1) will not exceed budgeted funds of \$75,000 from account 001.90005.500310 (Professional Services).

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval of Services. The award of Request for Proposals #2020-10 to The Superlative Group for the provision of providing professional services for sponsorship asset inventory, valuation, naming rights and sales that include but are not limited to the Parks and Recreation facilities, programs, events and projects associated with the Parks Bond is hereby approved.

Section 3. Authorization to Procure Services. The City Manager is hereby authorized to negotiate and enter into an agreement with The Superlative Group for the provision of providing professional services for sponsorship asset inventory, valuation, naming rights and sales that include but are not limited to the Parks and Recreation facilities, programs, events and projects associated with the Parks Bond for a period of one (1) year with the option for three (3) one (1) year renewals, for a possible total of four

(4) years. Funding for phase one (1) will not exceed budgeted funds of \$75,000 from account 001.90005.500310 (Professional Services). The agreement is subject to approval by the City Attorney as to form and legal sufficiency and on such other terms and conditions as may be appropriate to protect and further the interests of the City. This Authorization does not create or confer any rights to The Superlative Group or any of the other ranked firms.

Section 4. Implementation. The City Manager and the City Attorney are hereby authorized to take such action as may be necessary to implement the provisions of this Resolution.

Section 5. Effective Date. This resolution shall take effect immediately upon adoption.

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

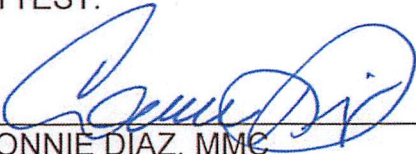
Mayor Juan Carlos Bermudez	Yes
Vice Mayor Christi Fraga	Yes
Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Claudia Mariaca	Yes

PASSED AND ADOPTED this 12 day of August, 2020.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



LUIS FIGUEREDO, ESQ.
CITY ATTORNEY