

RESOLUTION NO. 14-183

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING AN ADDENDUM TO THE HOST AGREEMENT BETWEEN MISS UNIVERSE AND THE CITY OF DORAL, IN SUBSTANTIALLY THE FORM PROVIDED, SUBJECT TO APPROVAL AS TO FORM AND LEGAL SUFFICIENCY; AUTHORIZING EXECUTION BY THE MANAGER, UPON APPROVAL AS TO FORM AND LEGAL SUFFICIENCY, PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on September 12, 2014, the City Council for the City of Doral (the "City") approved a commitment to Miss Universe L.P., LLP ("Ms. Universe") to serve as the Host City for the 2014 Miss Universe Pageant (the "Pageant"); and

WHEREAS, on September 17, 2014, the City and Ms. Universe entered into a Principal Hosting Agreement (the "Host Agreement") specifying the rights and obligations of the parties associated with the Pageant; and

WHEREAS, since approving the Host Agreement, the City and Ms. Universe have been working closely to attract and secure financial and/or in-kind contributions to assist in reducing the City's financial commitments associated with serving as host city; and

WHEREAS, in order to ensure that the working dynamic continues unimpeded, the City and Ms. Universe desire to amend the Host Agreement as specified in the Addendum to the Miss Universe/City of Doral Principal Hosting Agreement, in the form substantially provided as attached hereto as Exhibit "A" and incorporated herein and made a part hereof by this reference (the "Addendum"), addressing the manner by which sponsors will continue being collaboratively sought and secured.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND 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. The Addendum, in substantially the form attached hereto as Exhibit "A", is hereby approved subject to approval as to form and legal sufficiency by the City Attorney.

Section 3. Authorization. The City Manager is hereby authorized to execute the Addendum, upon approval as to form and legal sufficiency by the City Attorney, and to transmit same to execution to Ms. Universe.

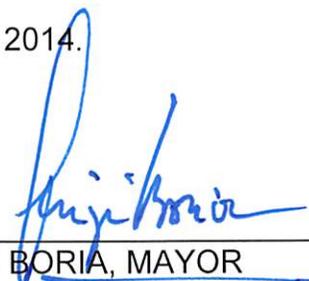
Section 4. Implementation. The City Manager, the City Attorney, and City Clerk are hereby authorized to take such other action as may be necessary to implement the provisions of this Resolution.

Section 5. Effective Date. This Resolution shall become effective immediately upon its adoption.

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

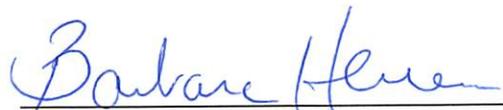
Mayor Luigi Boria	Yes
Vice Mayor Sandra Ruiz	Yes
Councilman Pete Cabrera	Yes
Councilwoman Christi Fraga	No
Councilwoman Ana Maria Rodriguez	Yes

PASSED AND ADOPTED this 24th day of November, 2014.



LUIGI BORIA, MAYOR

ATTEST:



BARBARA HERRERA, CITY CLERK

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE SOLE USE OF
THE CITY OF DORAL.



WEISS, SEROTA, HELEMAN, COLE,
BIERMAN & POPOK, PL
CITY ATTORNEY

EXHIBIT “A”

ADDENDUM TO
Miss Universe/City of Doral Principal Hosting
Agreement

WHEREAS, MISS UNIVERSE L.P., LLLP, a Delaware limited liability limited partnership with its principal office at 1370 Avenue of the Americas, New York, New York 10019 (“Producer”), and the City of Doral (“Host”) collectively the “Parties,” executed the Principal Hosting Agreement in connection with the 2014 MISS UNIVERSE® Pageant (“Program”) on September 17, 2014 (“Agreement”); and

WHEREAS, the Agreement is hereby incorporated herein in its entirety; and

WHEREAS, the Parties hereby agree to amend the Agreement solely by adding this Addendum, and;

NOW THEREFORE, the Parties agree as follows:

1. In connection with Producer’s ongoing efforts to assist Host in offsetting and reducing the Cash Fee payment due and payable from Host to Producer pursuant to the Agreement, Producer shall use commercially reasonable efforts to continue to help manage and assist in finalizing commitments from the following potential sponsors and developers in the following amounts (“Sponsors”):

- a. Badia @ \$250,000.00;
- b. Baptist Hospital @ \$150,000.00;
- c. PAWA @ \$100,000.00;
- d. Santa Barbara Airlines @ \$150,000.00
- e. Lennar-Codina @ \$250,000.00;
- f. Shoma Homes @ \$120,000.00; and
- g. Terra Group @ \$TBD.

2. Producer agrees that it shall be its responsibility to formalize contractual relationships with, and collect financial commitments from, the Sponsors. Producer further agrees that the net revenue received from any of the Sponsors shall be credited to Host and applied to the third and final payment referenced in Paragraph 3(a) of the Agreement. The Parties hereby understand that, if any payments made by the Host to the Producer in accordance with the Agreement and any funds paid to the Producer by the Sponsors and/or other sponsors collaboratively obtained in the aggregate exceed the Host fee, then Produced shall be required to pay to the Host any overage within fifteen (15) days of the Pageant.

3. Host agrees that any contractual obligations entered into between Producer and the foregoing Sponsors shall be deducted from the corresponding contractual obligations between Producer and Host pursuant to the Agreement. By way of example but not limitation, if one of the Sponsors referred to herein pays for Twenty (:20) seconds in the Program, such :20 shall be reduced from the Three (3:00) minutes reserved for Host pursuant to Section 2(a)(ii) of the Agreement. If Host requests that any of the foregoing Sponsor obligations not reduce Host’s contractual inventory and Producer agrees to accommodate such request, the parties shall work together in good faith to assign a reasonable percentage of that particular Sponsor fee to be retained by Producer and not subtracted from Host’s fee payable to Producer.

4. Any revenue received from sponsorships entered into as a result of the joint efforts of the parties other than those listed herein or otherwise referred to in the Agreement shall be split evenly by the parties so long as the contractual obligations therein are also split jointly. Again, by way of example but not limitation, if an additional sponsor is approached jointly and agrees to pay for Thirty (:30) seconds in the Program, Host agrees that Fifteen (:15) seconds of that time shall be reduced from the Three (3:00) minutes reserved for Host pursuant to Section 2(a)(ii) of the Agreement. If Host requests that any of the sponsor obligations referred to in this paragraph not reduce Host's contractual inventory and Producer agrees to accommodate such request, the Parties shall work together in good faith to assign a different percentage split for such sponsor.

5. The date in the Agreement notwithstanding, the Parties hereby agree that the Host shall have until December 1 to confirm with Producer which ancillary events incident to being Host City shall be hosted by the City, whether executed by the City or delegated to third parties.

IN WITNESS HEREOF, the Parties have executed, or caused their duly authorized representatives to execute, this Agreement as of the day and year set forth below.

HOST
CITY OF DORAL

By: _____

Dated: _____

PRODUCER:
MISS UNIVERSE L.P., LLLP

By: _____

Dated: _____