



**CITY OF DORAL
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Transmittal From: City Manager's Office
Department

Delivered by: Louroles Lopez
Name

Date of Transmittal: 3/9/15 (Duplicate)

City Clerk's Date Stamp
03-09-15P03:16 RCVD

The following record (master) copy is being transmitted to the Office of the City Clerk:

- | | |
|---|---|
| <input type="checkbox"/> Contract | <input type="checkbox"/> Vehicle Title |
| <input checked="" type="checkbox"/> Agreement | <input type="checkbox"/> Special Magistrate Order |
| <input type="checkbox"/> Lease | <input type="checkbox"/> Other: |
| <input type="checkbox"/> Deed | <u>Letter of Commitment</u> |
| <input type="checkbox"/> Bond Documentation | |

Is this record (master) copy to be recorded with the County Clerk? Yes No

Is this contract/ agreement: Capital Improvement Non Capital Improvement

Description of Record Copy: Letter of Commitment - Delegation Production 2014
Miss Universe National Gift Auction Reception (Best Buddies International)

Approved by Council: Yes No Council Meeting date: _____

Office of the City Clerk Administrative Use Only

Received by: Karina La Rosa

Reviewed for completion by Connie Diaz

Returned to originating Department for the following corrections on: N/A (Date)

Digital archive: 3/9/15 (Date) Hard copy archive: 3/9/15 (Date)

Tracking Log: 3/9/15 (Date) Website: 3/9/15 (Date)

Copy provided in electronic format to originating Department on 3/9/15 (Date)

Originals returned on 3/9/15 (Date)



December 10, 2014

Sent Via Electronic Mail

Mr. Mark Wylie
Vice President, Talent Relations
Best Buddies International
100 Southeast 2nd Street
Suite 2200
Miami, FL 33131

Re: Letter of Commitment
Delegation & Production 2014 Miss Universe National Gift Auction Reception

Dear Mr. ~~Castillo~~ *Wylie*

The City of Doral (the "City") is incredibly pleased to have Best Buddies International ("Best Buddies"), collaborate with the City to participate in the 2014 Miss Universe Pageant and related events, which will be held in and near the City in January 2015 (the "Pageant"). Please allow this correspondence to serve as a binding, written commitment of the terms on which Best Buddies has agreed to underwrite and produce a fundraising reception event, commonly referred to as the 2014 Miss Universe National Gift Auction Reception, tentatively scheduled to occur on January 14, 2015, an official 2014 Miss Universe event available to the City as host of the Pageant ("Gift Reception").

Best Buddies agrees and confirms, and the City acknowledges, that Best Buddies shall be responsible for planning, promoting, producing, and underwriting the Gift Reception, which will feature national gifts of the countries of all Pageant contestants. The Parties hereby agree that Best Buddies shall present a plan to the City as to the final lay-out and program of the Gift Reception, for the City's approval. To further induce the City into delegating the production of the event to Best Buddies, Best Buddies hereby agrees that the City shall be offered: ~~a contribution of ten percent (10%) of the net revenues generated from the Gift Reception payable to the City's non-profit foundation, Parks & Police TV Kids;~~ *5%* forty (40) tickets to the Gift Reception; the opportunity for the Mayor to address the guests and an acknowledgement of the present City Council members, as part of the as part of the event programming; the right to record, reproduce, display and disseminate audio and visual recordings of the Gift Reception for promotion of the City through various media, including, but not limited to, the City's integration video during the 2014 Miss Universe Pageant, Doral TV, the City and the Miss Universe Websites, and several social media platforms available to the City; and the right to audit the financial records of Best Buddies associated with the Gift Reception. In exchange for the foregoing, the City agrees to delegate the production of the event and all benefits incident therewith to Best Buddies, but the City shall remain a co-host of the Gift Reception. The City authorizes Best Buddies to use the City Seal and/or Logo for the promotion of the Gift Reception in various materials, including, but not limited to, invitations, flyers, brochures, banners, and/or electronic publications, provided that Best Buddies seeks the prior approval of the City for each such use. The City shall also use its best, commercially practical, and reasonable efforts to promote the Gift Reception. The Parties understand that the City shall not be responsible for any costs associated in any way with Gift Reception, except for any costs associated with the City's own promotional efforts. Any insurance coverage procured by Best Buddies notwithstanding, Best Buddies shall indemnify and hold the City harmless for any and all losses, damages, and injuries that

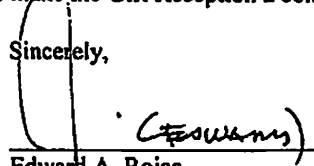
*Letter of Commitment
Miss Universe National Gift Auction Reception
Best Buddies International
November 26, 2014
Page 2 of 2*

may arise in any manner whatsoever with actions or omission of Best Buddies in the planning, promotion, and production of the Gift Reception.

Though it is in the intent of the Parties that the terms herein be binding, Best Buddies and the City acknowledge that one or more additional writings may be produced for the execution of the Parties to further secure details of the relationship, including, but not limited to, sponsorship agreements, general and specific releases, and other authorizations, the approval of which shall not be unreasonably withheld. Given the special nature of the Gift Reception and the Pageant, the short period of time before the event date, the immediate actions that will be taken by each of the Parties in reliance of the promises of the other, and the inadequacy of monetary damages, the Parties agree that, in the event of a breach of this relationship, the non-breaching party shall be entitled to equitable relief, including, but not limited to injunctive and specific performance relief, as a remedy for any such breach. The availability of such relief does not preclude the non-breaching party from attempting to recover financial damages.

On behalf of the City of Doral, I extend my sincerest gratitude for your willingness to undertake the Gift Reception and to work with the City of Doral and the Miss Universe Pageant! I relish in knowing that our combined efforts are advancing the incredible work of Best Buddies, as well as an unprecedented opportunity for our community—one that will improve our local economy and allow the world to see the dynamism of the place where we live, work, learn, and play. If you wish to contact me to discuss or act upon any of the foregoing, please contact me at your convenience. My administration and I look forward to working with you in the weeks and months to come to make the Gift Reception a complete success.

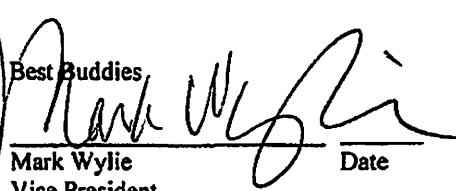
Sincerely,


Edward A. Rojas
City Manager
City of Doral

Acknowledgement

The undersigned warrants that he/she is duly authorized to commit the company to the obligations represented herein and that, on behalf of the company, the terms of this letter of commitment have been knowingly and voluntarily read, understood, and accepted as of the date written below.

Best Buddies


Mark Wylie
Vice President

Date