



**MIAMI-DADE COUNTY  
FINAL OFFICIAL MINUTES  
Miami-Dade Military Affairs Board**

Fire Fighters Memorial Building Corp.  
8000 NW 21 Street  
Miami, FL 33122

October 29, 2013  
As Advertised

Harvey Ruvlin, Clerk  
Board of County Commissioners

Christopher Agrippa, Division Chief  
Clerk of the Board Division

Alan Eisenberg, Commission Reporter  
(305) 375-2510



**CLERK'S SUMMARY OF MEETING AND OFFICIAL MINUTES**  
**MILITARY AFFAIRS ADVISORY BOARD**  
**October 29, 2013**

The Military Affairs Advisory Board (MAAB) convened in a meeting on October 29, 2013 at 5:36 p.m. at the District 12 Office of County Commissioner Jose "Pepe" Diaz, 8345 NW 12 Street, Doral FL 33126.

The following voting Board members were present: Commissioner Jose "Pepe" Diaz, Chairman; Mario Alvarez; Anthony Atwood; David Blake; David Conley; Town of Miami Lakes Councilman Timothy Daubert; Thomas Davis; Diana Gonzalez; Manuel Gonzalez; Kevin Humes; Charles Johnson; Joseph Martory; and Christopher Miller;

The following voting Board members were absent: Mark Blumstein; Eduardo Lombard; Jorge Sibila; Don Slesnick II; Keith Whitbeck.

The following staff members were present: Gustavo Cruz, MAB Director; Assistant County Attorney Miguel Gonzalez; Gloria Garces, Commissioner Jose "Pepe" Diaz' Office; Antonio Crawford, Office of the Commission Auditor; and Deputy Clerk Alan Eisenberg.

The following guests were present: Louis Lalama, President, Vietnam Veterans of America Miami Chapter 620

- **Welcome**

Chairman Diaz welcomed Board members to tonight's (10/29) MAAB meeting.

The recently made Military Affairs Board (MAB) Challenge Coin was passed around for members to take a look at.

- **Moment of Silence / Pledge of Allegiance**

Chairman Diaz led the MAAB in a moment of prayer; followed by the Pledge of Allegiance led by Mr. Joseph Martory.

- **New Business**

- 1) **Implementing Order**

Assistant County Attorney Miguel Gonzalez noted the Board of County Commissioners (BCC) gave contracting authority to the MAB subject to the BCC's approval of an Implementing Order establishing the policies and procedures for procurement by this Board. He said the BCC at its October 22, 2013 meeting approved Implementing Order 3-59 (Resolution No. R-868-13); which outlined the MAB's procurement power and

methods for purchasing goods and services based on their estimated cost. Assistant County Attorney Gonzalez pointed out that no bids were required for purchases up to \$250,000 and the MAB's Executive Director was required to obtain the best deal and maintain appropriate records; that the Executive Director was required to conduct a simplified competitive process for purchases between \$250,000 and \$1,000,000; and that a more formal process must be adhered to for purchases above \$1,000,000, with the cooperation of the County Attorney's Office and the Internal Services Department. He noted that the Implementing Order was created to identify vendors and contracts would be presented to this Board for approval, unless prior authorization had been granted to enter into a formal contract.

Assistant County Attorney Gonzalez proceeded to note that the Board could not spend money that it did not have in its trust fund and could not incur debts on behalf of the County.

Chairman Diaz commented that the MAB's Executive Director would present a monthly expenditure report to this Board; that a quarterly expenditure report would be presented to the BCC; and that he welcomed the oversight of the Office of Inspector General and the Commission on Ethics and Public Trust.

## **2) Sponsorship Update**

Chairman Diaz noted that Hershey's committed a \$200,000 contribution to become the Parade's sponsor. He proceeded to express his appreciation to Mr. Mario Alvarez for his introduction of Mr. James Nevels, Chairman of the Board of Directors, Hershey's and to Mr. Drew Iddings, Promotions & Planning Director, Hershey's. Chairman Diaz proceeded to acknowledge Mr. Gus Cruz, Ms. Gloria Garces, Ms. Maria Cruz and Assistant County Attorney Miguel Gonzalez for their diligent work on finalizing the agreements and negotiating the contract. Chairman Diaz asked MAB members to express their personal appreciation to Hershey's representatives at the Parade.

Ms. Gloria Garces distributed a sponsorship list to Advisory Board members.

Chairman Diaz pointed out that the costs associated with the Parade was approximately \$500,000; including paid and in-kind expenses. He noted there might be additional sponsors added to the list that was just distributed. Chairman Diaz said that the amphitheater was not going to be used, and instead, a double sized stage would be built.

## **3) Approval of Hershey's Sponsorship Agreement & Granting authority to the Executive Director of the Military Affairs Board to enter into any agreements necessary for the Parade.**

Assistant County Attorney Gonzalez pointed out that a financial contribution could be received from sponsors; however, he suggested that the MAB formally approved any

contributions that had conditions attached to those sponsorship agreements, such as in the Hershey's agreement.

It was moved by Timothy Daubert that the MAB approved a resolution granting MAB Executive Director the authority to enter into any agreements necessary for the Parade that would not cause the MAB to enter into debt and were consistent with the approved procurement authority under the Implementing Order 3-59. This motion was seconded by Manuel Gonzalez, and upon being put to a vote, passed by a vote of 13-0.

- **Parade Discussion**

Chairman Diaz commented and expressed concern that many veterans in this community were still unaware of the Parade even though it was only one and a half weeks away.

Ms. Garces pointed out that Clear Channel was providing approximately \$72,000 in promotional support; including 11 stationary and 3 digital billboards; public service announcements on all their stations; and radio host Doc Reno as the master of ceremonies. She said the combined media value was approximately \$140,000 from Clear Channel and other media sponsors.

Chairman Diaz noted that there was still time before the Parade to make a difference. He said more veterans were needed to participate in both the Parade and as spectators. Chairman Diaz noted that County staff was totally committed and now was the time for others to do so as well.

Chairman Diaz explained that the Chief of Staff of the U.S. Southern Command explained there was a conflict with their participation because the Parade included Bay of Pigs veterans.

In response, Mr. Timothy Daubert commented that a veteran was a veteran.

Chairman Diaz said enough was enough. He noted the nation was looking at what was being done in Miami and that there was a possibility that President Barack Obama might be in attendance. Chairman Diaz pointed out that other obstacles such as flyovers and military assets have been overcome. He said a parade of this magnitude would not happen again and that every veteran in Miami-Dade County should attend along with their families. Chairman Diaz encouraged MAB members to make telephone calls and to distribute flyers in order to continue getting the word out.

Mr. Joseph Martory said he recently met with the Veteran of Foreign Wars District Commander and discussed the Parade.

Mr. Louis Lalama said he delivered Parade posters to Mr. Paul Russo, Director/Chief Executive Officer, Miami VA Healthcare System (VA) and asked him to ensure they were distributed and placed on the walls of the hospital. He noted he was aware of over

300 veterans who were committed to attend and to walk with the Vietnam Veterans of America. He said he also delivered posters to local U.S. Post Offices and Home Depot's.

Chairman Diaz commented that Mayor Carlos Gimenez sent an email to all County employees stating that every veteran working for the County should be part of the Parade.

Mr. Daubert asked that a copy of this email be sent to the participating cities and municipalities, encouraging them to do the same for their employees.

Mr. Cruz noted the reluctance of department directors to release County employees for the day to serve as Goodwill Ambassadors to which Chairman Diaz responded that Mayor Gimenez had committed whatever support was needed and also offered to assist in fundraising efforts.

Mr. Kevin Humes said he would distribute Parade information at the International Brother Teamsters picnic this coming weekend.

Chairman Diaz and Ms. Garces expressed their appreciation to Ms. Diana Gonzalez for obtaining grant funding to help support the Parade.

Chairman Diaz commented that he was working with the Miami Dolphins to present a Veterans recognition during their November 17, 2013 home game. He said that the Miami Marlins contributed \$5,000 to the Parade. Chairman Diaz noted that the Miami Dolphins would be walking in the Parade with the Vietnam Veterans; that former Miami Heat players and the Bay of Pigs Veterans would be together on a double decker bus; and that the Miami Marlins would also be walking with other veterans. He pointed out that as a result of this effort, the MAB would continue its relationship with all three teams upon the completion of the Parade.

Chairman Diaz expressed his appreciation to City of Miami Mayor Thomas Regalado for his assistance, noting that each City of Miami Commissioner contributed \$2,000. He said Miami-Dade County contributed \$30,000 in out-of-pocket expenses. Chairman Diaz noted that a complete financial report would be distributed after the Parade.

Chairman Diaz explained that the Bayfront Park amphitheater was not being used because it only held 10,000 people and was not handicapped accessible. He noted that a more expensive alternative site was selected in Bayfront Park that would accommodate everyone; that several thousand chairs would be set up; that a double stage was being erected; that there would be a disc jockey; and that the Army band would be playing as everyone entered the park.

Mr. Thomas Davis said that the three planes from Wings Over Miami and Miami-Dade County helicopters would support the Parade with flyovers.

Chairman Diaz asked Mr. Manny Gonzalez to put Mr. Lonny Craven, Division Director of Airfield Operations, Miami-Dade Aviation Department in contact with Mr. Davis regarding the possibility of additional aircraft.

Chairman Diaz pointed out that there would be two flyovers; one during the Star Spangled Banner and the other following the sounding of Taps.

Chairman Diaz noted there would be brief presentations from the Mayor of Miami-Dade County, the Mayor of the City of Miami and himself. Singer Willy Chirino would perform in both English and Spanish, followed by the featured act, Grand Funk Railroad, said Chairman Diaz.

Ms. Garces commented that WWE professional wrestler Sheamus would be making a presentation as well as holding an autograph session. She noted that the Miami Dolphins cheerleaders would also perform.

Chairman Diaz pointed out that anything to do with the Parade was no longer considered to be covered under the Sunshine Law because it was already approved.

Assistant County Attorney Miguel Gonzalez noted he would not advise MAB members to talk to one another about the Parade.

Mr. Manny Gonzalez commented that he did not believe the previous motion specifically included the Hershey's contract.

Assistant County Attorney Gonzalez clarified that the motion included Hershey's.

Mr. David Conley commented that Parade information would be posted on the Red Cross' Facebook page.

Chairman Diaz noted that information on busses and parking lots would be available on the MAB website.

Mr. Cruz pointed out that he would provide MAB members by email the locations of County parking lots, noting they would be available on a first-come, first-served basis. He said that 200 parking spaces were provided in Lot 3 by the Miami Parking Authority that would be reserved for veterans bringing military assets and their families.

Mr. Cruz stressed the importance that MAB members arrived by 10:00 a.m. because they were one of the first groups to walk. He commented on the importance for groups to avoid gaps in the Parade progression because of a very tight schedule for the day's activities.

Chairman Diaz noted that the concert would end at sundown which would be at approximately 5:30 p.m. He said that veterans could wear whatever uniform or civilian

clothes that they felt appropriate and that MAB members would receive shirts to wear. Chairman Diaz pointed out that veterans would receive a tee shirt with the Veteran's Day Parade logo, a MAB Challenge Coin, and a historic document signed by the County Mayor and mayors from all 34 cities and municipalities within Miami-Dade County. He said he believed the Greater Miami Convention and Visitors Bureau would provide 1,500 plastic bags to hold these items.

Ms. Garces noted the ROTC was confirmed along with 5 marching school bands.

Chairman Diaz explained that should President Obama make an appearance, it would be toward the latter part of the event and all aviation in the area would cease in the area one hour prior to his arrival.

Chairman Diaz noted he needed everyone's support because the Parade was just one and a half weeks away. He reiterated that MAB members could engage in discussions only about the Parade, but no future business. Chairman Diaz said that these Parade discussions would not be in violation of the Sunshine Law because it was to clarify something already approved by the board.

Ms. Garces noted lodging arrangements were made for the American Legion Riders; however, they decided to contact another hotel directly to get a better rate.

Mr. Daubert asked that MAB members received the Parade flier by email.

Chairman Diaz asked that all MAB members received copies of pertinent emails related to the Parade.

Mr. Mario Alvarez inquired whether there was a deadline to receive additional sponsorships.

Chairman Diaz responded that there was no deadline to receive donations, noting that additional funding was needed to support future MAB programs in addition to covering the costs associated with this Parade. He said the MAB would collectively select legitimate organizations to support in the future and decide upon the appropriate use of these funds.

Mr. David Blake suggested that the Parade route be posted in the Miami Herald. He also asked whether information was available for MAB members to post on social media sites.

Ms. Garces responded that the route and street closure information was recently provided by the City of Miami. She noted this information would be included in a press release distributed to local media.

Mr. Daubert reminded MAB members that the Parade information was already posted to Facebook.

Mr. Cruz pointed out that the Parade would impact downtown traffic flow and public transportation routes. He noted that there would be message boards with notification of street closures, including Biscayne Boulevard. Mr. Cruz said that the Parade route would be cleaned and intersections opened as the Parade progressed toward Bayfront Park, in order to minimize the impact to traffic. He informed MAB members that he would send them traffic, parking and marketing materials that were requested by email.

Mr. Blake commented that non-governmental employers should be encouraged to allow their veteran employees to attend.

Chairman Diaz responded that Mayor Carlos Gimenez had provided his authorization to allow veterans and other County employees participate in the Parade.

Ms. Diana Gonzalez suggested that the Coalition of Chambers distribute a request to their members encouraging private businesses to allow the participation of their veteran employees.

Chairman Diaz asked Mr. Thomas Davis to distribute Parade flyers at the Homestead Air Force Reserve Base (HAFRB).

Ms. Gonzalez commented that she electronically distributed Parade information to Mr. Tim Norton, Homestead Air Reserve Base, and that she personally gave posters to Congresswoman Ileana Ros-Lehtinen and to the (HAFRB).

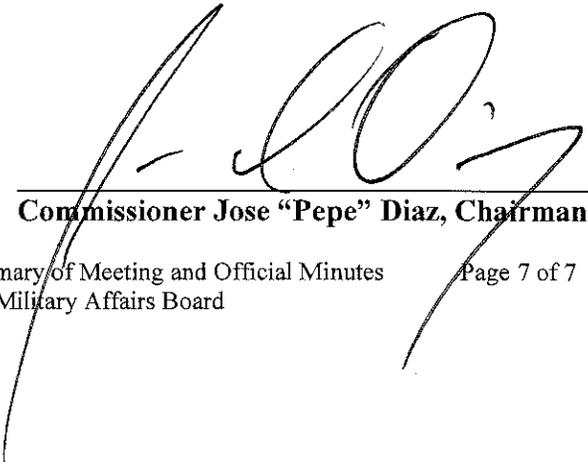
Chairman Diaz commented that there would be ten convertible cars for the Gold Star Mothers.

Mr. Joseph Martory suggested that local medical centers be asked to bring retired members the Parade with their busses.

Ms. Garces commented that there would be 3,300 chairs at the concert; 3,000 for general seating and 300 for sponsors.

- **Adjournment**

There being no further business, the Military Affairs Board meeting adjourned at 6:43 p.m.



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**Commissioner Jose "Pepe" Diaz, Chairman**

MIAMI-DADE COUNTY  
OFFICE OF THE CHAIR  
MILITARY AFFAIRS ADVISORY BOARD  
October 29, 2013

8345 NW 12 Street  
Doral, FL 33126

AGENDA

❖ **Welcome**

❖ **Moment of Silence /  
Pledge of Allegiance**

❖ **New Business**

- Implementing order
- Sponsorship Update
- Approval of Hershey's Sponsorship Agreement
- Granting authority to the Executive Director of the Military Affairs Board to enter into any agreements necessary for the parade.

❖ **Adjournment**

PRESENTED BY  
**HERSHEY'S**

**50<sup>th</sup>**  
ANNIVERSARY  
COMMEMORATION

**GOLDEN VETERANS PARADE**

WELCOME BACK VIETNAM VETERANS  
SALUTE TO BAY OF PIGS & ALL VETERANS



El viernes,  
8 de noviembre del 2014  
al mediodía

El Sur de la Florida da Bienvenida a los VETERANOS DE VIETNAM  
y homenaje a los VETERANOS DE BAHIA DE COCHINOS y A TODOS LOS VETERANOS

# GOLDEN VETERANS PARADE

## 50<sup>MA</sup> CONMEMORACIÓN DE ANIVERSARIO

MIAMI-DADE COUNTY GOLDEN VETERANS PARADE  
PRESENTADO POR HERSHEY'S



Para más información visite: [Facebook: Golden Veterans Parade](https://www.facebook.com/GoldenVeteransParade) - [Twitter: @GoldenVetParade](https://twitter.com/GoldenVetParade)  
[www.miamidade.gov/advocacy/military-affairs-home.asp](http://www.miamidade.gov/advocacy/military-affairs-home.asp)

Participe en este evento único el 8 de noviembre en el Downtown de Miami.  
El desfile comenzará en Flagler Street al mediodía y llegará hasta Bayfront  
Park, donde habrá un acto conmemorativo y un concierto GRATIS con Willy  
Chirino y Grand Funk Railroad para rendir tributo a nuestros héroes.



Para participar o ayudar como voluntario en el desfile,  
sírvasse llamar a la oficina del comisionado José "Pepe" Díaz al 305-599-1200.





MDC Military Affairs Board  
Golden Veterans Parade Update  
October 29, 2013

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- Overview: Parade will take place on November 8 from W Flagler and 2<sup>nd</sup> Ave going East into Bayfront Park. Parade will start promptly at noon (participants must be at staging area by 10AM) and Concert/Commemorative ceremony will start at 1:30PM until 5:30PM. The bands that will play will be the 13<sup>th</sup> Army Band, Willy Chirino and Grand Funk Railroad. There will be two flyovers, one over the parade, one over the ceremony venue.
  
- Sponsors: We were able to secure a title Sponsor as well as other sponsors. This is the list of cash monies committed from those sponsors:
  - Hershey's (Title Sponsor) - \$200,000
  - Baptist Hospital \$10,000
  - Downtown Development Authority \$10,000
  - Resort World Miami \$5,000
  - South Florida Ford \$5,000
  - Marlins \$5,000
  - Miami-Dade Defense Alliance \$3,000
  - American Airlines \$1,500
  - Dade Medical College \$1,000
  - Richard Weiss \$1,000
  - Check Cashing Store \$500
  - Others \$600

We also are receiving in-kind donations from most of the 34 municipalities, Miami-Dade County and other non-governmental entities. One of the largest categories of in-kind donations comes from media partners. The total value of in-kind media donations is approximately \$135,000 in media value.

## SPONSORSHIP AGREEMENT

**THIS SPONSORSHIP AGREEMENT** (the "Agreement") is made and entered into this October 8, 2013, by and between THE HERSHEY COMPANY, a Delaware corporation with its principal address of 100 Crystal A Drive, Hershey, Pennsylvania (the "Sponsor") and MIAMI-DADE COUNTY (the "County"), a political subdivision of the State of Florida.

### Recitals

**WHEREAS**, the Miami-Dade County Military Affairs Board, chaired by Commissioner Jose "Pepe" Diaz; Miami-Dade County Mayor; Board of County Commissioners; municipalities within the County; local military organizations; and a diverse group of community leaders will host the "Golden Veterans Parade – 50th Anniversary Commemoration" in which South Florida will recognize its Vietnam War and Bay of Pigs veterans and honor all veterans in the tri-County area (the "Event");

**WHEREAS**, this one-time commemorative event seeks to honor those veterans who were never given an official homecoming reception and has been inspired by President Barack Obama's proclamation of May 25, 2012, in which President Obama proclaimed May 28, 2012, through November 11, 2025, as the "Commemoration of the 50th Anniversary of the Vietnam War"; and

**WHEREAS**, the Sponsor desires to serve as presenting sponsor of the Event, leveraging its Hershey's brand, in accordance with the terms and conditions set forth in this Agreement;

**NOW, THEREFORE**, the parties hereto hereby covenant and agree as follows:

### Terms and Conditions of Agreement

(1) **Description of Event.** The County will coordinate and present the Event on November 8, 2013, which will include a parade ("Parade") to commence at noon and proceed for a length of one (1) mile down Flagler Street and end at Bayfront Park. At the conclusion of the Parade, a commemorative event and concert ("Concert") will take place at Bayfront Park. Both the Parade and Concert shall be presented to the general public free of charge.

(2) **Term.** The term of this Agreement ("Term") shall commence on the Effective Date and continue until November 30, 2013.

(3) Sponsor Obligations. The Sponsor agrees to pay the County \$200,000.00 ("Payment") on or before November 1, 2013.

(4) County Obligations. The County and the Sponsor agree that the following benefits shall be provided to the Sponsor:

(a) Event Production. County shall produce and operate the Event on November 8, 2013 at its exclusive expense.

(b) Category Exclusivity. During the Term, the County shall not grant any rights with respect to the Event to any other manufacturer or distributor of products within the Exclusive Categories, as set forth in subparagraphs (b)(i)-(vi) below.

(i) Chocolate and Non-Chocolate Confectionery (including but not limited to chocolate, non-chocolate and sour candies; stick and non-stick gum, mints and other breath fresheners);

(ii) Snack Bars, Snack Nuts and Energy/Nutrition Bars;

(iii) Chocolate Spreads, Peanut Butter and other Nut Butters;

(iv) Dessert Toppings and Ice Cream Toppings;

(v) Flavored Dairy Beverages/Soy Beverages and Milk Modifiers (including chocolate and cocoa dairy beverages, soy beverages, syrups and powders); and

(vi) Baking Products (including but not limited to baking chips, baking cocoa and baking chocolate).

(c) Sponsorship Benefits.

(i) Event Presenting Sponsorship Rights. During the Term, the Event shall be exclusively referred to in all television, print, electronic and audio media as "Miami-Dade County Golden Veterans Parade, presented by Hershey's."

(ii) Sponsor Acknowledgement. During the Term, the County shall prominently identify Sponsor as the Event presenting sponsor in all Event advertising (television, print, radio and out-of-home), promotional materials, direct marketing and public service announcements. All Event promotion will prominently include the Sponsor name and each logo, and logo use must be approved in advance by the Sponsor.

(iii) Scholarship Awards. During the Term, the Sponsor shall have the opportunity to present a scholarship award referred to in all television,

print, electronic and audio media as "Hershey's Scholarship Award" to the winner(s) of the Miami-Dade County Public Schools' poster competition, as solely selected, awarded, and funded by the County. The amount of any scholarship awarded under this subparagraph shall be determined at the County's sole discretion.

(iv) Public Relations. During the Term, the Sponsor shall be included in and have the right to approve the County's public relations outreach efforts, including press releases. Key messages will be agreed in advance by County and Sponsor public relations representatives. Additionally, the County shall use reasonable efforts to ensure that a Sponsor representative is included in radio and television interviews regarding the Event by providing Sponsor with notice, where possible, of upcoming radio and television interviews, if there are any scheduled.

(v) Sponsor Vehicle in Parade. The County shall provide, for Sponsor's use during the Event only, a vehicle marked with the Sponsor's logo, which may be used to transport Sponsor executives in the Parade. This paragraph shall not be construed to require the County to purchase or lease a vehicle to serve as the Sponsor's vehicle during the Event, and the County may use any vehicle available to it to satisfy its obligation under this paragraph.

(vi) Event Signage. County shall produce and display, at its sole expense, Event signage as detailed below to promote the Sponsor's Event presenting sponsorship. All designs must be approved in advance by the Sponsor.

- (A) Twenty (20) banners, each 8' x 3', along the inside of parade barricade walls
- (B) Six (6) standing banners, each 8' high, along the amphitheater entrance
- (C) One (1) main banner, 15' x 4', for the top of the Concert stage. This banner may be replaced with Sponsor logo in a permanent LED screen backdrop, with the Sponsor's approval.
- (D) Two (2) side banners, each 6' x 2'6", on the Concert stage.

(vii) Crowd Presentation. During the Event, a Sponsor representative shall have the opportunity, for a period of time not to exceed five (5) minutes, to address the crowd on stage prior to the Concert. If a Sponsor representative is unavailable, a County representative will similarly recognize the Sponsor.

(viii) **VIP Hospitality.** Sponsor shall have unlimited access to a VIP area and lounge for any of its representatives, including its customers or suppliers, in attendance.

(d) **Event Changes.** If the Event is cancelled or postponed due to any Force Majeure Event (as defined below), the parties shall negotiate in good faith to agree upon appropriate Payment rebates to the Sponsor.

(i) For purposes of this Agreement, "Force Majeure Event" shall mean any event preventing or hindering the occurrence of the Event arising from or attributable to acts, events or circumstances beyond the reasonable control of the party affected, including but not limited to acts of God, accidents, labor disputes, fire, riot or civil commotion, government action, inclement weather, acts of terrorism, failure of technical, production or television equipment, and any other acts, events or circumstances beyond such party's reasonable control whether or not similar in kind to the above causes.

(5) **Indemnification.** The County agrees to indemnify and hold harmless the Sponsor to the extent and within the limitations of Fla. Stat. § 768.28, subject to the provisions of that statute whereby the County shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000.00, or any claim or judgments or portions thereof, which, when totaled with all other occurrences, exceeds the sum of \$300,000.00, from any and all personal injury or property damage claims, liabilities, losses, and causes of action which may arise solely as a result of the negligence of the County.

(6) **Limitation of Liability.** The County's liability to Sponsor for any breach of this Agreement shall be limited to the Sponsor's actual damages, not to exceed the amount of the Payment less any amounts expended by the County under § 3(c) of this Agreement. Notwithstanding the foregoing, the County shall have no liability whatsoever for any consequential damages, loss of business or business opportunities, loss of profits, and/or reputational harm to Sponsor arising out of the County's performance or non-performance of this Agreement, or in any way arising out of the Event. In any lawsuit between the parties arising out of this Agreement, the parties shall bear their own attorneys' fees and costs of litigation, including at the appellate stage(s).

(7) **Assignment.** Sponsor shall not make any assignments of this Agreement without prior written consent of the County.

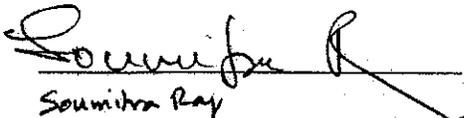
(8) **Governing Law.** This Agreement, including any exhibits or amendments, if any, and all matters relating thereto (whether in contract, statute, tort, or otherwise) shall be governed

by and construed in accordance with the laws of the State of Florida, without regard to its choice-of-law provisions.

(9) **Entire Agreement.** This Agreement and the exhibits hereto constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements, understandings and arrangements, both oral and written, between the parties with respect thereto. All references to this Agreement include the exhibits hereto.

IN WITNESS WHEREOF, the County and Sponsor have caused this Agreement to be executed by their respective and duly authorized officer the day and year first above written.

Attest:

  
Soumitra Ray  
Brand Manager

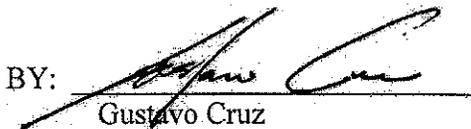
BY:   
(SPONSOR)  
Drew E. Iddings  
Director, Promotions + Planning

MIAMI-DADE County, FLORIDA  
(OFFICIAL SEAL)

BY MIAMI-DADE COUNTY

ATTEST:

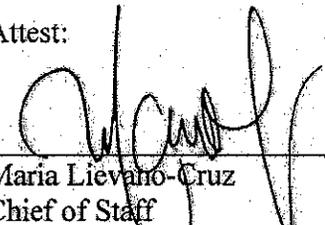
HARVEY RUVIN, CLERK

BY:   
Gustavo Cruz  
Executive Director, Miami-Dade  
County Military Affairs Board  
(County)

By: \_\_\_\_\_  
Deputy Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Assistant County Attorney

Attest:  
  
Maria Lievano-Cruz  
Chief of Staff  
Miami-Dade County, District 12



**THE FRIENDS OF THE MILITARY MUSEUM AND VETERANS  
MEMORIAL OF SOUTH FLORIDA**

**CORDIALLY INVITE YOU TO**

**AN OBSERVANCE OF PEARL HARBOR DAY**

**ON SATURDAY, DECEMBER 7TH, 2013 AT 11 AM**

**INSIDE THE EMERGING MILITARY MUSEUM AT ZOO MIAMI**

**ADJACENT TO THE GOLD COAST RAILROAD MUSEUM  
12450 SW 152 STREET, MIAMI, FL 33177**



**THE COLORS WILL BE POSTED INSIDE THE HISTORIC BUILDING AT THIS TIME.**

**FREE AND OPEN TO ALL THE PUBLIC. LIGHT REFRESHMENTS.**

**RSVP: ANTHONY.ATWOOD@FIU.EDU OR JMARTORY007@AOL.COM**