MEMORANDUM

Agenda Item No. 11(A)(7)

TO:	Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners	**DATE:**	June 26, 2007
FROM:	Murray A. Greenberg County Attorney	**SUBJECT:**	Resolution authorizing Mayor or designee to enter into MOU with U.S. Dept. of Treasury, City of Miami Beach, City of Miami and Inter-American Development Bank 2008 Host Committee

The accompanying resolution was prepared and placed on the agenda at the request of Chairman Bruno A. Barreiro.

Murray A. Greenberg
County Attorney

MAG/bw

MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: June 26, 2007

FROM: Murray A. Greenberg
County Attorney

SUBJECT: Agenda Item No. 11(A)(7)

Please note any items checked.

_____	**"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**
_____	**6 weeks required between first reading and public hearing**
_____	**4 weeks notification to municipal officials required prior to public hearing**
_____	**Decreases revenues or increases expenditures without balancing budget**
_____	**Budget required**
_____	**Statement of fiscal impact required**
_____	**Bid waiver requiring County Manager's written recommendation**
_____	**Ordinance creating a new board requires detailed County Manager's report for public hearing**
_____	**Housekeeping item (no policy decision required)**
✓	**No committee review**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 11(A)(7)
6-26-07

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN MIAMI-DADE COUNTY, THE UNITED STATES DEPARTMENT OF TREASURY, CITY OF MIAMI BEACH, CITY OF MIAMI AND THE INTER-AMERICAN DEVELOPMENT BANK 2008 HOST COMMITTEE TO HOST THE 2008 INTER-AMERICAN DEVELOPMENT CONFERENCE AND THE 23RD ANNUAL MEETING OF THE BOARD OF GOVERNORS OF THE INTER-AMERICAN INVESTMENT CORPORATION

WHEREAS, on December 5, 2006, the Board approved Resolution R-1401-06 to support the bid for Miami-Dade County to host the 2008 Inter American Bank (IDB) 49th Annual conference and 23rd Annual Meeting of the Board of Governors of the Inter-American Investment Corporation (IIC) and directed staff to assist the IDB-Miami 2008 Host Committee to ensure effective coordination of resources in support of the bid and hosting the 49th Annual IDB conference and the 23rd Annual Meeting of the Board of Governors of the IIC; and

WHEREAS, the IDB annual conference and IIC Board of Governors meeting would provide local and international exposure for Miami-Dade County with the local community expecting to benefit from business from incoming visitors as a result of the estimated six to eight thousand people expected to arrive for the event; and

WHEREAS, Miami Dade County, City of Miami, City of Miami Beach, the U.S. Department of Treasury, the Inter-American Development Bank, and the 2008 IDB Host Committee will work together to host the 49th Annual IDB Conference and the 23rd Annual Meeting of the Board of Governors of the IIC; and

WHEREAS, the MOU recognizes the local governments along with the local Host Committee as the "executing agencies," however, it contemplates that the local governments including Miami-Dade County will enter into subsequent agreements with the Host Committee setting forth the specific financial or in-kind commitments the County will be required to contribute which agreement will be submitted to the Board of County Commissioners for approval; and

WHEREAS, the MOU contemplates that all parties continue to negotiate for the purpose of entering into a separate agreement detailing each local government's in-kind support and cash support, if any,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that the Mayor or his designee is authorized to enter into the attached Memorandum of Understanding between Miami-Dade County, the United States Department of Treasury, City of Miami and City of Miami Beach to host the 49th Annual IDB Conference and the 23rd Annual Meeting of the Board of Governors of the IIC in substantially the form attached hereto and require that the Mayor or his designee obtain approval of the Board of County Commissioners of any agreement setting forth the County's financial and/or in-kind contribution to host the 49th Annual IDB Conference and 23rd Annual Meeting of the Board of Governors of the IIC.

The foregoing resolution was sponsored by Chairman Bruno A. Barreiro and offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman
Barbara J. Jordan, Vice-Chairwoman

Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 26th day of June , 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Eric A. Rodriguez

AGREEMENT BETWEEN THE UNITED STATES DEPARTMENT OF THE TREASURY, THE IDB-MIAMI 2008 HOST COMMITTEE, INC., MIAMI DADE COUNTY, THE CITY OF MIAMI AND THE CITY OF MIAMI BEACH, FLORIDA

I. Basis of this agreement

The IDB-Miami 2008 Host Committee, Inc. (the "Host Committee"), Miami Dade County and the Cities of Miami and Miami Beach, Florida (collectively, the "Executing Agencies") desire to have the Forty-ninth Annual Meeting of the Board of Governors of the Inter-American Development Bank, and the Twenty-third Annual Meeting of the Board of Governors of the Inter-American Investment Corporation, take place in Miami Beach from April 4 to 8, 2008. The Executing Agencies, in view of the valuable benefits which will accrue to the community of Greater Miami as a result of these meetings' taking place in the region, are willing to provide without charge to the Inter-American Development Bank certain services and facilities. Based upon this offer by the Executing Agencies, the Secretary of the Treasury has extended to the Inter-American Development Bank an invitation for the United States to host the Forty-ninth Annual Meeting of the Board of Governors in Miami Beach. That offer includes the hosting of the Twenty-third Annual Meeting of the Board of Governors of the Inter-American Investment Corporation. This Agreement is entered into to ensure that the Executing Agencies will provide services and facilities specified herein in the manner and to the extent provided herein.

II. Definitions

The "Host Committee" refers to the non-profit corporation organized under the laws of the State of Florida known as The IDB-Miami 2008 Host Committee, Inc. which has been formed for the purpose of hosting the IDB Annual Meeting as defined herein and shall be the Executing Agency primarily responsible for the fundraising, costs, expenses and support functions associated with hosting the IDB Annual Meeting that are allocated to the United States.

"Executing Agencies" means collectively the Host Committee, the county government of Miami Dade, a county established under the laws of the State of Florida, as well as the city governments of Miami and Miami Beach, cities established under the laws of the State of Florida.

"IDB" means the Inter-American Development Bank.

"IIC" means the Inter-American Investment Corporation.

"Local Governments" means the government of Miami-Dade County, a political subdivision of the State of Florida, and the governments of the City of Miami and the City of Miami Beach, cities established under the laws of the State of Florida which have agreed to provide specific support functions associated with hosting the IDB Annual Meeting as identified herein.

"Meeting" means the Forty-ninth Annual Meeting of the Board of Governors of the IDB and the Twenty-third Annual Meeting of the Board of Governors of the IIC, to be held from April 4 to April 8, 2008.

A "Sponsorship" is the contribution of monetary or in-kind resources, including the provision of services. A "Sponsor" is a private sector entity who has entered into a "Sponsorship Agreement" in order to provide Sponsorship as provided herein. The term "Sponsor" as used herein shall include officers, employees, contractors, subcontractors and similar parties associated with any Sponsor for the purposes of a Sponsorship.

III. Responsibilities of the Executing Agencies

A. The Executing Agencies agree to accept the designation by the Department of the Treasury to be the "Executing Agencies" under an agreement between the Department of the Treasury and the IDB to hold the Meeting in Miami Beach. The Executing Agencies shall cooperate with the Department of the Treasury and the IDB in planning and implementing the Meeting and shall perform all responsibilities that are allocated to the Executing Agencies under this Agreement. By entering into this Agreement, the Parties agree that the Local Governments expressly retain all the limitations and protections afforded governmental entities under §768.28 of the Florida Statutes.

B. To the extent required by existing law, the Local Governments shall:

1. Recognize the privileges, immunities, and exemptions granted by the United States to the Governors, the Executive Directors, and their Alternates, as well as other IDB and IIC officials and employees, in Article VII, Section 8 of the Agreement Establishing the IIC, as well as in Article XI, Section 8 of the Agreement Establishing the IDB.

2. Grant the IDB the tax exemptions indicated in Sections 9 of Articles VII and XI of the Agreements establishing the Corporation and Bank, respectively.

C. Pursuant to and within the limitations imposed by Section IV, the

Executing Agencies shall provide, at no charge to the IDB or to the Department of the Treasury or any other agency of the United States Government, and for the exclusive use of the Meeting, the meeting rooms, offices, telephone facilities, furniture and equipment, office supplies, transportation and other services listed below:

1. Meeting rooms for the Inaugural Session and other plenary sessions of the Board of Governors; for the Committee of the Board of Governors, seminars and the working groups that may be set up during the meeting, and the adjacent special areas with such adaptations, installations and services as may be required, as indicated in ANNEX A.

2. Offices and special areas for the use of the Chairman of the Board of Governors, President, Executive Directors, Executive Vice President, Vice Presidents, Managers of the IDB and the IIC, as well as the Secretariat of the Meeting, with the adaptations, installations and services as indicated in ANNEX A.

3. Telephones and fax equipment with intercom adaptations in the existing telephone system and such supplementary facilities as are necessary, as well as an Ethernet Local Area Network. The Executing Agencies will also provide the fax lines and equipment for the press and participants, and other IDB telecommunication lines, as indicated in ANNEX B.

4. Microcomputers, printers and fax machines for the use of the IDB and IIC delegation staff and Secretariat of the meeting, as detailed in ANNEX C.

5. Furniture and office equipment for working areas as listed in ANNEX D.

6. Office supplies, material for reproduction of documents, and other expendable items as listed in ANNEX E.

7. Transportation. Organization and supervision of the local transportation service for participants between the airport and the official hotels and meeting site, as well as any other sites for activities connected with the meeting in accordance with the specifications contained in ANNEX F.

8. Airport Reception Services. Organization and supervision of the airport reception services at the Miami International Airport for the Heads of Delegation, Executive Directors, and High Level Management of the IDB and IIC. The IDB will designate an employee who will collaborate with authorities of the Executing Agencies in respect of these services.

9. Security. Security services necessary for the Meeting at the Miami Beach Convention Center ("Convention Center"), hotels housing official delegations, parking areas and wherever activities of the Meeting are held. These services will include police protection, fire prevention and any supplementary measures which should prudently be adopted inside and outside of the places indicated. The Executing Agencies shall also provide an individual whose sole responsibility shall be the coordination of the Executing Agencies' security services at the Meeting. Security services in some areas will be required in advance of the Inaugural Session and shall last until after the closing of the Meeting, according to a written security plan to be previously agreed upon by the liaison officer of the IDB, Treasury's Director of Security and the Local Governments. Treasury shall advise the IDB and the Local Governments of the individual it designates as Director of Security.

10. Emergency medical care. Emergency medical service at the Convention Center, which will be in operation from April 3 to 9, 2008.

11. General services for participants. In addition to the other facilities to be provided by the Executing Agencies under this Agreement, the following services should also be made available:

(a) Banking services (currency exchange, travelers checks), ATM with cashing facilities, postal services (postage stamps, dispatch), travel agencies and/or airline representatives, with the necessary facilities, furnishings and supplies, computers, telephones and fax machines at the meeting site.

(b) Coffee services for the IDB/IIC offices and Press Room, and water service for the meeting rooms. These services will be planned jointly by the IDB and the Executing Agencies.

(c) Audiovisual recording and production of the Inaugural Session. This service requires at least four cameras for the recording of the Session and the closed circuit transmission of the event, as well as the TV crew to handle the equipment during taping and broadcasting. The equipment and personnel required are indicated in detail in ANNEX J.

(d) Closed Circuit Television coverage of the Sessions, including the placement of cameras in the meeting rooms and monitors in the Press Area.

(e) Pressroom and communication facilities for journalists as specified in detail in ANNEX L.

12. Accommodations. In order to insure that adequate accommodations for the participants may be provided, the Executing Agencies will cooperate with the IDB and will support its efforts with the hotels listed below, to obtain the number of rooms that are required to meet the estimated demand for housing, as specified in ANNEX G. In addition, in consultation with the IDB, the Executing Agencies will negotiate the hotel rates and other contractual terms and will subsequently manage the hotel reservation system for Annual Meeting participants.

13. Simultaneous interpretation, recording and sound amplification facilities in all meeting rooms and for all events as detailed in ANNEX M. All equipment must conform to the technical specifications contained in ISO standards 4043 and 2603, or equivalent, referred to in ANNEX M. The technical staff assigned to operate this equipment should have ample expertise and will work in close cooperation with the Bank's technical staff.

14. Local staff. The Executing Agencies will cover the cost of local staff required by the Meeting Secretariat. The positions and corresponding work periods are contained in ANNEX I. To allow for the preparation of identity cards, the Executing Agencies will send the names and photographs of these persons to the IDB in Washington by February 25, 2008. The Executing Agencies also will be responsible for accrediting all support, service, and security personnel needed to meet the needs of the Annual Meeting and for providing them with identification that gives them access to the Meeting room or rooms.

15. Social functions. The Department of the Treasury may, through the Treasury Liaison Officer, request that the Executing Agencies provide funding and make the necessary arrangements for not to exceed two social functions. In the event that the Department of the Treasury requests one or both functions, the Executing Agencies shall, to the satisfaction of the Department of the Treasury and the IDB, provide funding and, in conjunction with the Department of the Treasury, make the necessary arrangements for the function(s). The IDB and the Executing Agencies shall provide for Treasury approval a list of the individuals hosting and/or providing funding for, and a list of the individuals to be invited to, any such function(s). Any list of individuals proposed to host a function shall be provided to the Department of the Treasury for approval at least one week before the individuals on the list are notified that they are to host the function. Any such list of individuals proposed to be invited to attend a function shall be provided to the Department of the Treasury for approval at least two weeks before any invitations are issued.

16. Electricity supply. The Executing Agencies will provide the

electricity needed to meet the demands of the Annual Meeting.

D. Except as may be expressly authorized in writing by the IDB, the Executing Agencies will cooperate with the IDB to prevent any commercial logos from being used at the Meeting venue or in the materials distributed to the participants, strictly prohibiting any marketing activities unless expressly authorized by the IDB.

E. Sponsorships: The Host Committee and the IDB shall mutually agree on the identity and proposed role in the Annual Meeting of any Sponsor prior to the award of any Sponsorship or the execution of any Sponsorship Agreement. Notwithstanding, the Host Committee shall conduct appropriate due diligence prior to proposing any entity for Sponsorship. Additionally, and solely in respect of Sponsors selected to provide the services specified under Section III (C) above, such Sponsorship shall be awarded pursuant to a Sponsorship Agreement with the Host Committee that includes, at a minimum, the Guidelines appended hereto.

IV. Responsibilities of the Local Governments

A. The Local Governments shall provide, on a non-exclusive basis, items and services for the purpose of satisfying the Executing Agencies' obligations to the Department of the Treasury as set forth in Section III, paragraphs (C)(7)-(10), in the manner, amounts, and proportions which shall be set forth in a separate written agreement(s) among the Executing Agencies with notice of the contents thereof to the Department of the Treasury. For the avoidance of doubt, the Parties acknowledge that the Host Committee may also provide items and services as set forth in Section III, paragraphs (C)(7)-(10). In advance of executing any separate written agreement that allocates responsibilities amongst the Local Governments and the Host Committee, the Host Committee and Local Governments agree to notify the IDB and the Department of the Treasury of the specific items and services that the Local Governments have agreed to provide with the goal of addressing any issues or concerns in advance of execution of such separate agreement(s) among the Executing Agencies. The initial notification of the specific items and services that the Local Governments agree to provide will be provided to the IDB and the Department of the Treasury by no later than October 1, 2007.

B. The Parties specifically understand, acknowledge and agree that by agreeing to assist the Host Committee in satisfying the Executing Agencies' obligations set forth in Section III, paragraphs (C)(7)-(10), the Local Governments are not assuming any of the obligations to comply with the requirements of Section III, paragraphs (C)(1)-(6) and (C)(11)-(15) unless specifically agreed upon in a separate written agreement(s)

among the Executing Agencies. The Local Governments will have no liability for any deficiencies or failure by the IDB, the Department of the Treasury, another federal agency or the Host Committee for those items and services that the IDB, the Department of the Treasury, another federal agency or the Host Committee agree to provide. By entering into this Agreement, the Local Governments specifically and expressly retain all sovereign immunity available under law and retain all the protections afforded governmental entities under §768.28 of the Florida Statutes.

V. Responsibilities of the Department of the Treasury

The Department of the Treasury shall seek to enter into a Memorandum of Understanding between the IDB and the Government of the United States of America, which will designate Miami Beach, Florida, as the site of the Meeting. That agreement will set forth certain responsibilities of the Department of the Treasury and other agencies of the United States Government. The Department of the Treasury will cooperate with the Executing Agencies and the IDB in planning and implementing the Meeting.

VI. Responsibilities of the IDB

The IDB, in accordance with the needs of the Meeting, shall provide the staff, documents, materials, equipment, facilities, and services as defined in the Memorandum of Understanding between the IDB and the Department of the Treasury. The Department of the Treasury will have no liability to the Executing Agencies for any deficiency or failure by the IDB to provide the items and services the IDB agrees to provide in such agreement.

VII. IDB as Beneficiary

The Parties to this Agreement expressly acknowledge and agree that, notwithstanding anything in this Agreement to the contrary, the IDB is and shall be an intended third party beneficiary of this Agreement, notwithstanding the fact that the IDB is not a party to this Agreement and is not responsible for any of the obligations of the Parties hereunder. The Parties to this Agreement acknowledge and agree that the third party beneficiary rights of the IDB have vested, and that the IDB has relied on its third party beneficiary rights under this Agreement in entering into a separate Memorandum of Understanding with the Department of the Treasury for matters related to the conduct of the Annual Meeting.

Additionally, the Parties agree to include, in any and all Sponsorship Agreements with Sponsors selected to provide the services specified under Section III (C) above, a provision in substantially the form as that set forth above relating to, and explicitly reciting, the IDB's third party beneficiary rights under such subsequent agreements.

VIII. Designation of Liaison Officers

A. The Executing Agencies shall each appoint a Liaison Officer with the IDB and the Department of the Treasury to be responsible for coordinating applications of the pertinent measures for which the Executing Agencies are responsible. To this end, such Liaison Officers will have the necessary authority, resources and organizational means available. The Liaison Officers will also channel communications from the IDB and the Department of the Treasury to the Local Governments and the Host Committee concerning the Meeting.

(i) The Host Committee will appoint _____ as its Liaison Officer with the other Executing Agencies, the Department of the Treasury, and the IDB to be responsible for coordinating application of the pertinent measures for which the Host Committee is responsible. To this end, he/she will have the necessary authority, resources and organizational means available. The Liaison Officer will also channel communications from the IDB, the Department of the Treasury, and the other Executing Agencies concerning the meeting.

(ii) The County of Miami Dade appoints _____ as its Liaison Officer with the other Executing Agencies, the Department of the Treasury, and the IDB to be responsible for coordinating application of the pertinent measures for which the County of Miami Dade is responsible. To this end, he/she will have the necessary authority, resources and organizational means available. The Liaison Officer will also channel communications from the IDB, the Department of the Treasury, and the other Executing Agencies concerning the meeting

(iii) The City of Miami appoints _____ as its Liaison Officer with the other Executing Agencies, the Department of the Treasury, and the IDB to be responsible for coordinating application of the pertinent measures for which the City of Miami is responsible. To this end, he/she will have the necessary authority, resources and organizational means available. The Liaison Officer will also channel communications from the IDB, the Department of the Treasury, and the other Executing Agencies concerning the meeting.

(iv) The City of Miami Beach appoints _____ as its Liaison Officer with the other Executing Agencies, the Department of the Treasury, and the IDB to be responsible for coordinating application of the pertinent measures for which the City of Miami Beach is responsible. To this end, he/she will have the necessary authority, resources and organizational means available. The Liaison Officer will also channel communications from the IDB, the Department of the Treasury, and the other Executing Agencies concerning the meeting.

B. The Department of the Treasury shall appoint _____, IDB Desk Officer, the Liaison Officer with the Executing Agencies and the IDB to be responsible for coordinating application of the pertinent measures for which the Department of the Treasury is responsible. To this end, he/she will have the necessary authority, resources and organizational means available. The Department of Treasury's Liaison Officer will also channel communications from the IDB and the Executing Agencies concerning the meeting. The Treasury Department shall also advise the Executing Agencies of the individual it designates as Director of Security.

C. The IDB will appoint Ms. Gabriela G. Sotela, Deputy Secretary of the IDB and IIC, as its Liaison Officer with the Executing Agencies and the Department of the Treasury. She shall be responsible for coordinating application of the measures for which the IDB is responsible. To this end, she will have the necessary authority, resources and organizational means available. She will also channel communications from the Executing Agencies and the Department of the Treasury concerning the Meeting.

D. Each organization listed above may change its Liaison Officer by so informing the other organizations previously in writing.

IX. Reimbursement Agreement

A. The Executing Agencies acknowledge that in order for the Meeting to be held in Miami Beach, it is necessary for the United States Government to arrange that the facilities and services listed above in Section III (C) be provided to the IDB at no cost to the IDB. The Executing Agencies and the Department of the Treasury agree that neither the Department of the Treasury, nor any other agency of the United States Government, will incur any cost attributable to the listed

facilities and services which are to be provided by the Executing Agencies. If the Executing Agencies, or the Sponsors with whom the Host Committee has contracted for the provision of services specified under Section III (C) above, do not perform as required by this Agreement, and the IDB or other person or organization presents a claim to the Department of the Treasury for compensation, or seeks the provision of any good, service, or facility, which claim the authorized representative of the Department signing below or his successor finds in good faith and in the reasonable exercise of prudent judgment to be justified (such finding not to be unreasonably withheld), then the Executing Agencies, in the manner allocated to each Executing Agency in Sections III and IV and any subsequent agreement entered into thereunder, and within the limitations imposed by those Sections and any subsequent agreement, shall pay that claim, or, if lawful and feasible, provide that good, service or facility, upon receiving such notice from the Department of the Treasury. In the event that, in the determination of IDB and the Department of the Treasury, the Executing Agencies or the Sponsors with whom the Host Committee has contracted for the provision of services specified under Section III (C) above do not provide such good, service or facility within a reasonable time, or would not be able to do so (in order to meet requirements of timeliness of performance, among other relevant considerations), IDB may itself incur reasonable expenses to purchase or otherwise arrange to procure that good, service or facility. Reasonable and timely advance notice shall be provided by IDB to the Department of the Treasury and the Executing Agencies prior to incurring such expenses. The IDB shall be deemed to have satisfied this notice requirement upon transmittal of an electronic mail to the Liaison Officer for the Host Committee, who shall notify the other Liaison Officers designated pursuant to this Agreement. In these circumstances, the Host Committee will reimburse the IDB for any expenses so incurred unless such expenses arise from the nonperformance of an obligation specifically agreed to by a Local Government under Section IV or pursuant to a subsequent agreement entered into thereunder. In that instance, the Local Government shall be responsible to reimburse the IDB for such expense.

Further, if the Executing Agencies do not perform as required by this Agreement, or subsequent agreements entered into under Section IV, and as a result the Department of the Treasury or any other agency of the United States Government incurs any cost, the Executing Agencies, in the manner allocated to each Executing Agency in Sections III and IV and any subsequent agreements entered into thereunder, and within the limitations imposed by those Sections and subsequent agreements, agree to pay to the Department of the Treasury: any cost so incurred by the Department or other Federal agency; any costs of defending against claims by the IDB or other persons or organizations; and any liabilities or judgments resulting from such claims, so that the Department of the Treasury or other Federal agency is held harmless. The Executing Agencies further agree in the manner allocated to each Executing Agency in Sections III and IV and any subsequent agreements entered into thereunder, and within the limitations imposed by those Sections and subsequent agreements, to fully

indemnify the Department of the Treasury or other Federal agency if the Department or other Federal agency becomes liable to any third person for loss or damage to property, death, or bodily injury as a result of Executing Agencies' performance or nonperformance of their obligations under this Agreement. The Department of the Treasury agrees that Miami Dade County, the City of Miami and the City of Miami Beach are not responsible for nonperformance of any obligation under this Agreement that is undertaken by the other Local Governments and that Miami Dade County, the City of Miami and the City of Miami Beach are not responsible for nonperformance by the Host Committee of any obligation undertaken by the Host Committee or a Sponsor under this Agreement. It is also agreed that if the IDB, the Department of Treasury or other Federal agency seeks reimbursement under this Section, reimbursement will only be sought from the Host Committee unless otherwise provided in Section IV herein or in any subsequent agreement entered into thereunder.

B. It is understood that the Host Committee will be purchasing Event Insurance to cover third-party liability that might be incurred in connection with the Meeting. The Host Committee agrees to remain in existence for one year after the conclusion of the Meeting, and agrees that its Event Insurance policy will remain in effect for the statute of limitations period for any third-party liability causes of action covered by the Event Insurance policy. The Host Committee will provide a copy of its Event Insurance policy for review and approval by [the Local Governments,] the Department of the Treasury, and the IDB prior to its execution.

X. Coordination and Disputes

A. The Executing Agencies and the Department of the Treasury will inform the Liaison Officer for the other Parties of all communications with the IDB which relate to this Agreement. For the purpose of facilitating the preparations for and the execution of activities and services necessary for the Meeting, the Liaison Officer of the Department of Treasury will need some discretion to make decisions with regard to preparation for and execution of the Meeting without undue delay caused by the inaction of or disagreement with the Executing Agencies. If the Executing Agencies, individually or collectively, disagree with a request for services and/or goods to the Executing Agencies by the Department of Treasury Liaison Officer, then the Department of Treasury Liaison Officer (if the matter cannot be resolved in good faith) shall promptly convene a mediation session with the Executing Agencies before a mediator agreed to by the Parties, which session may occur by telephone to attempt to resolve the dispute. If after such mediation session a dispute arising under or relating to this Agreement or otherwise relating to the Meeting remains, the Executing Agencies will abide by the decision of the Liaison Officer of the Department of Treasury, and proceed in accordance with that decision. In such event, the Parties agree that the Executing Agencies

waive nothing in abiding by the decision of the Liaison Officer of the Department of Treasury and may still pursue remedies in a court of competent jurisdiction. The Department of the Treasury also may pursue any remedy it seeks under this Agreement in a court of competent jurisdiction.

B. Subject to the reimbursement provisions and the right of the IDB to incur reasonable expenses to purchase or procure goods, services or facilities as set forth in Section IX (A) above, the Parties hereto acknowledge and agree that if any dispute shall arise between any Executing Agency or the Host Committee, as applicable, and the IDB as to any matter or thing in connection with the Annual Meeting which cannot be settled by amicable agreement, then, upon any Party giving written notice of the difference or dispute to the other, the same shall be referred to arbitration and final determination by a single arbitrator. The arbitration shall be administered by the American Arbitration Association in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The place of arbitration shall be Miami, Florida. The language to be used in the arbitral proceedings shall be English. The arbitrator shall have legal counsel if so desired or if one of the Parties so requests. The expenses of any arbitration proceeding shall be borne equally by the Executing Agency and the IDB.

XI. Additional Terms and Conditions

A. Standards of performance: The Parties shall fulfill their obligations for the Annual Meeting with the highest standards of professionalism, and shall respect the significance and dignity of the Annual Meeting and the character of the IDB as a public international organization.

B. Security: Subject to Section III (C) (9), access to the Annual Meeting shall be limited. Each Party shall respect all regulations concerning security in relation to the Annual Meeting, shall cooperate as necessary with security officials, and shall otherwise respect any regulations concerning access to facilities or persons as may be requested by IDB, security officials and other officers overseeing the facilities or activities of the Annual Meeting.

C. Use of the IDB's name and other symbols: No Party shall use the name or other symbols of the IDB for any purpose except with the express prior written authorization of the IDB. No Party shall use the IDB's name or other symbols for commercial purposes, including the promotion, advertising or marketing of its facilities, products or services. No Party shall state or imply that the IDB or IIC endorse its name, business, products or services.

D. Confidentiality: A Party may have access to privileged, confidential and/or proprietary information of the IDB, or in possession of the IDB but pertaining to another party ("Confidential Information"). A Party may also have access to information concerning arrangements for the Annual Meeting, and discussions of members of the Board of Governors, IDB Executive Directors and Management, all of which shall be deemed Confidential Information. Under no circumstance, except with the IDB's express written permission, shall any Party reproduce, sell, assign, license, market, transfer, give or otherwise disclose to any person or organization, in any manner or form, during or after the expiration of this Agreement, such Confidential Information or any part thereof, except as required by law or court order (in which case, the disclosing Party shall promptly notify the IDB in writing of such obligation to disclose, its nature and extent).

E. Rights in intellectual property: Any material produced by or worked upon by a Party for the purposes of the Annual Meeting in the form of audio and visual recording of sessions and printed and electronic files in relation to the Annual Meeting shall be the sole and exclusive property of the IDB and as such the IDB shall have the exclusive title and rights to such material, including the right of dissemination, reproduction and publication.

F. Access to and inspection of work: The IDB shall at all times have access to any facilities, services or work being provided for the Annual Meeting. The IDB shall have the right to comment at any time on a Party's performance and to request modifications in performance..

G. Advertisement or other Commercial Activities: No Party shall advertise any business, product or service or otherwise engage in commercial activities in the context of the Annual Meeting except as expressly authorized by IDB. The Host Committee will monitor the activities of all Sponsors to ensure compliance with all sponsorship requirements imposed by IDB. If the Liaison Officer of the IDB believes that an alteration, relocation or removal of any advertisement is required, the IDB will immediately notify the Liaison Officer of the Host Committee in order to agree on how to remedy the situation. The IDB shall not be liable for any costs or expenses associated with any agreed-upon alteration, relocation or removal.

XII. Amendments

This Agreement may be amended by the written agreement of the Department of the Treasury and the Executing Agencies. The ANNEXES of this Agreement are an integral part hereof and may also be amended by written agreement of the Parties, or if the business of the Meeting so requires, by common written consent of the Liaison Officers appointed by the Executing Agencies and the Department of the Treasury.

XIII. Representations

The Executing Agencies warrant that they have taken all necessary actions to enter into this Agreement and that the undersigned official signing on behalf of each Executing Agency is authorized to bind the respective Executing Agency to the obligations contained here.

XIV. Effective Date of the Agreement

This Agreement will be effective when signed by all Parties.

FOR THE DEPARTMENT OF THE TREASURY

Dated: _____

FOR IDB-MIAMI 2008 HOST COMMITTEE, INC, THE EXECUTING AGENCY
CHAIR

JORGE L. ARRIZURIETA

Dated: _____

SECRETARY

Dated: _____

FOR MIAMI DADE COUNTY

MAYOR

CARLOS ALVAREZ

Dated: _____

Clerk of the Board

Dated: _____

FOR THE CITY OF MIAMI **CITY CLERK**

MAYOR

MANNY DIAZ

Dated: _____ Dated:_____

FOR THE CITY OF MIAMI BEACH **CITY CLERK**

MAYOR

DAVID DERMER

Dated: _____ Dated:_____

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GUIDELINES FOR SPONSORS CONTRACTED FOR THE PROVISION OF SERVICES SPECIFIED UNDER SECTION III (C)

Each Sponsor contracted by an Executing Agency for the provision of services specified under Section III (C) shall be appointed pursuant to a formal Sponsorship Agreement. These Guidelines shall be an Annex to, and shall be incorporated by reference into, such Sponsorship Agreement, and the obligations of the parties to such Agreement shall include the following:

Standards of performance: Each Sponsor shall fulfill the requirements of a Sponsorship with the highest standards of professionalism, and shall respect the significance and dignity of the Annual Meeting and the character of the IDB as a public international organization.

Security: Access to the Annual Meeting by Sponsors shall be limited and as authorized by IDB. Each Sponsor shall respect all regulations concerning security in relation to the Annual Meeting, shall cooperate as necessary with security officials, and shall otherwise respect any regulations concerning access to facilities or persons as may be requested by IDB, security officials and other officers overseeing the facilities or activities of the Annual Meeting.

Use of the IDB's name and other symbols: A Sponsor shall not use the name or other symbols of the IDB for any purpose except with the express prior written authorization of the IDB. A Sponsor shall not use the IDB's name or other symbols for commercial purposes, including the promotion, advertising or marketing of its facilities, products or services. A Sponsor shall not state or imply that the IDB or IIC endorse its name, business, products or services.

Confidentiality: A Sponsor may have access to privileged, confidential and/or proprietary information of the IDB, or in possession of the IDB but pertaining to another Party ("Confidential Information"). A Sponsor may also have access to information concerning arrangements for the Annual Meeting, and discussions of members of the Board of Governors, IDB Executive Directors and Management, all of which shall be deemed Confidential Information. Under no circumstance, except with the IDB's express written permission, shall Sponsors reproduce, sell, assign, license, market, transfer, give or otherwise disclose to any person or organization, in any manner or form, during or after the expiration of a Sponsorship Agreement, such Confidential Information or any part thereof, except as required by law or court order (in which case, the Sponsor shall promptly notify the IDB in writing of such obligation to disclose, its nature and extent)..

Rights in intellectual property: Any material produced by or worked upon by a Sponsor for the purposes of providing the Sponsorship, in the form of audio and visual recording of sessions and printed and electronic files in relation to the Annual Meeting, shall be the sole and exclusive property of the IDB and as such the IDB shall have the exclusive title and rights to such material, including the right of dissemination, reproduction and publication.

Access to and inspection of work: The IDB shall at all times have access to any facilities, services or work provided under a Sponsorship. The IDB shall have the right to comment at any time on the Sponsor's performance and to request modifications in performance and in preparation of the work within the scope of the Sponsorship.

Advertisement or other Commercial Activities: A Sponsor shall not advertise any business, product or service or otherwise engage in commercial activities in the context of the Annual Meeting except as expressly authorized by IDB. The Host Committee will monitor the activities of all Sponsors to ensure compliance with all sponsorship requirements imposed by IDB. If the Liaison Officer of the IDB believes that an alteration, relocation or removal of any advertisement is required, the IDB will immediately notify the Liaison Officer of the Host Committee in order to agree on how to remedy the situation. The IDB shall not be liable for any costs or expenses associated with any agreed-upon alteration, relocation or removal.

IDB as Beneficiary: Each of the Host Committee and the Sponsor expressly acknowledge and agrees that, notwithstanding anything in this Agreement to the contrary, the IDB is and shall be an intended third party beneficiary of this Agreement, notwithstanding the fact that the IDB is not a Party to this Agreement and is not responsible for any of the obligations hereunder. The Parties to this Agreement acknowledge and agree that the third party beneficiary rights of the IDB have vested, and that the IDB has relied on its third party beneficiary rights under this Agreement in entering into a separate Memorandum of Understanding with the Department of the Treasury for matters related to the conduct of the Annual Meeting.

Resolution of Disputes: The Parties hereto acknowledge and agree that if any dispute shall arise between any Sponsor and the IDB as to any matter or thing in connection with the Annual Meeting which cannot be settled by amicable agreement, then, upon either the Sponsor or the IDB giving written notice of the difference or dispute to the other, the same shall be referred to arbitration and final determination by a single arbitrator. The arbitration shall be administered by the American Arbitration Association in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The place of arbitration shall be Washington, D.C. The language to be used in the arbitral proceedings shall be English. The arbitrator shall have legal counsel if so desired or if either the Sponsor or IDB so requests. The expenses of any arbitration proceeding shall be borne equally by the Parties and the IDB.