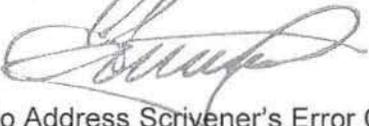


# Memorandum



**Date:** June 17, 2014

**To:** Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez  
Mayor 

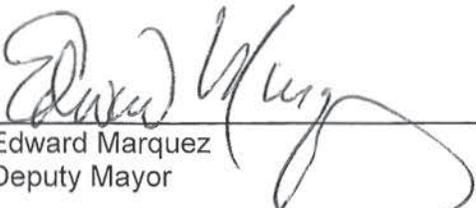
**Subject:** Supplement Report to Address Scrivener's Error Corrections Regarding Performance Based Marquee Event Grant Agreement with South Florida Stadium, LLC

Supplement to  
Agenda Item No. 8(F)2

This supplement, prepared in coordination with the County Attorney's Office, serves to identify revisions that will need to be made to the Marquee Event Performance Based Grant Agreement. These revisions are not substantive, but are necessary to address scrivener's errors and typographical corrections. The revisions are as follows:

1. On page 9 of the Item, the word "solely" is inserted after "(the "Team")" in the second last line of the first paragraph.
2. On page 10 of the item, the word "prior" is deleted and replaced with "on or before" in the seventh line of Section 2.1.1.
3. On page 10 of the item, the word "the" before "Marquee" is deleted in the second line of Section 2.1.2.
4. On page 11 of the item, the phrase "College Semi-Final Game" shall be replaced with "College Football Semi-Final Game" in the second line of Section 2.1.2(d).
5. On page 13 of the item, the word "the" shall be inserted before "County's CDT Shortfall Reserve" in the second last line of Section 2.1.5.
6. On page 13 of the item, the words "to the extent" were repeated and the second set will be deleted in the ninth line of Section 2.2.
7. On page 13 of the item, the last sentence in Section 2.2 is deleted and replaced with "it is understood and agreed that for each Contract Year, the County may not pledge or use surplus Available Funding during such County fiscal year for any other purpose permitted by law unless the County has first paid Stadium LLC, up to the Annual Payment Cap, on or before the Payment Date for any payments that are payable to Stadium LLC for the Contract Year."
8. On page 14 of the item, 50% is deleted and replaced with 70% in the seventh line of Section 3.3.2.
9. On page 14 of the item, the references to "Section 3.2.2" are deleted and replaced with "Section 3.3.2" in the fifth and eleventh lines of Section 3.3.3.
10. On page 15 of the item, "3.3" is added after "Section" in the third last line of Section 3.3.6.
11. On page 18 of the item, "Appendix A" is deleted and replaced with "Exhibit A" at the end of Section 6.1.
12. On page 19 of the item, the word "earned" was misspelled in sixth line of Section 6.3.3.1.
13. On page 19 of the item, the word "this" before "Section" is deleted in the third last line of Section 6.3.3.1.
14. On page 19 of the item, "6.3" is deleted and replaced with "6.3.3" in the second last line of Section 6.3.3.1.
15. On page 19 of the item, the words "pursuant to" are deleted and replaced with "by meeting the conditions in".
16. On page 19 of the item, the phrase "Enrolled 2" is deleted and replaced with "Enrolled" in the third sentence of Section 7.1.2(a).
17. On page 19 of the item, the words "in good standing" are deleted and replaced with "active status" in the third line of Section 7.1.2 (a).
18. On page 20 of the item, the words "and Primary Owner" are deleted in the second line of Section 7.1.3.
19. On page 21 of the item, the word "if" is deleted and replaced with "and" in the fourth line of Section 8.1.

20. On page 22 of the item, the word "if" is deleted and replaced with "and" in the fourth and seventh lines of Section 8.2.
21. On page 22 of the item, "thirty (30)" is deleted and replaced with "sixty (60)" in the first line of Section 8.5.2.
22. On page 25 of the item, the words "but does not include e-mail or other electronic media" are deleted at the end of Section 10.1(c).
23. On page 27 of the item, "section" is deleted and replaced with "Section 10.8" in the fourth line of Section 10.8.
24. On page 28 of the item, the following notice addresses are added:  
With a copy to:  
Bilzin Sumberg Baena Price & Axelrod LLP  
1450 Brickell Ave., Suite 2300  
Miami, Florida 33131  
Attn: Albert E. Dotson, Jr., Esq.  
[adotson@bilzin.com](mailto:adotson@bilzin.com)  
Fax: (305) 351-2217  
  
For the Team:  
Miami Dolphins, Ltd  
347 Don Shula Drive  
Miami Gardens, FL 33056  
Attn: Chief Executive Officer  
General Counsel  
[azissman@dolphins.com](mailto:azissman@dolphins.com)  
Fax: (305) 943-8153  
  
With a copy to:  
Bilzin Sumberg Baena Price & Axelrod LLP  
1450 Brickell Ave., Suite 2300  
Miami, Florida 33131  
Attn: Albert E. Dotson, Jr., Esq.  
[adotson@bilzin.com](mailto:adotson@bilzin.com)  
Fax: (305) 351-2217
25. On page 29 of the item, "section" is deleted and replaced with "Section 10.17" in the sixth line of Section 10.17.
26. On page 30 of the item, "10.19" is added at the end of Section 10.19.
27. On page 33 of the item, a signature block for the Team is added.
28. On page 36 of the item, the definition "Final Payment Date shall have the meaning given in Section 2.1.4(f) of this Agreement" is added after "Expiration Date."
29. On page 37 of the item, "Qualifying" is deleted both times and replaced with "Qualification" in the definition of "Grant Term."
30. On page 42 of the item, the words "of this Agreement" is added at the end of the definitions "Unfunded Rollover Amount" and "Unfunded Rollover Fall Off Amount."
31. On page 43 of the item, all references to the phrase "College Semi-Final Game" shall be replaced with "College Football Semi-Final Game".

  
Edward Marquez  
Deputy Mayor