

MEMORANDUM

Agenda Item No. 11(A)(24)


TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: November 15, 2022

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving Amendment No. 3 to the Marquee Event Performance-Based Grant Agreement between Miami-Dade County, South Florida Stadium LLC and for limited purposes, Miami Dolphins, LTD. ("Amendment No. 3"); designating the Formula 1 Miami Grand Prix as a tier one event eligible for \$4,000,000.00 annual grant and creating new tier for community events eligible for \$200,000.00 annual grant; increasing the maximum amounts that can be earned and paid to South Florida Stadium LLC for: (1) all 2026 World Cup matches to \$15,000,000.00 and (2) all other qualifying events during the remaining 24-year term of the agreement by \$1,250,000.00 per year, beginning 2022; providing for additional requirements to spur economic development in Miami-Dade County; and authorizing the County Mayor to execute the Amendment No. 3 on behalf of the County and to exercise all provisions contained therein

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Chairman Jose "Pepe" Diaz.



Geri Bonzon-Keenan
County Attorney

GBK/uw

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MEMORANDUM
(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: November 15, 2022

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 11(A)(24)

Please note any items checked.

- "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
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 11(A)(24)
11-15-22

RESOLUTION NO. _____

RESOLUTION APPROVING AMENDMENT NO. 3 TO THE MARQUEE EVENT PERFORMANCE-BASED GRANT AGREEMENT BETWEEN MIAMI-DADE COUNTY, SOUTH FLORIDA STADIUM LLC AND FOR LIMITED PURPOSES, MIAMI DOLPHINS, LTD. (“AMENDMENT NO. 3”); DESIGNATING THE FORMULA 1 MIAMI GRAND PRIX AS A TIER ONE EVENT ELIGIBLE FOR \$4,000,000.00 ANNUAL GRANT AND CREATING NEW TIER FOR COMMUNITY EVENTS ELIGIBLE FOR \$200,000.00 ANNUAL GRANT; INCREASING THE MAXIMUM AMOUNTS THAT CAN BE EARNED AND PAID TO SOUTH FLORIDA STADIUM LLC FOR: (1) ALL 2026 WORLD CUP MATCHES TO \$15,000,000.00 AND (2) ALL OTHER QUALIFYING EVENTS DURING THE REMAINING 24-YEAR TERM OF THE AGREEMENT BY \$1,250,000.00 PER YEAR, BEGINNING 2022; PROVIDING FOR ADDITIONAL REQUIREMENTS TO SPUR ECONOMIC DEVELOPMENT IN MIAMI-DADE COUNTY; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXECUTE THE AMENDMENT NO. 3 ON BEHALF OF THE COUNTY AND TO EXERCISE ALL PROVISIONS CONTAINED THEREIN

WHEREAS, South Florida Stadium LLC (the “Stadium LLC”) owns and operates a multi-purpose sports, entertainment and tourist-oriented venue consisting of a stadium and the parking lots surrounding the venue located at 347 Don Shula Drive, Miami Gardens, Florida 33056 (the “stadium”); and

WHEREAS, on June 17, 2014, this Board adopted Resolution No. R-560-14 approving a Marquee Event Grant Performance Based Grant Agreement (“Grant Agreement”) with Stadium LLC, and, solely for the purposes set forth in Section 6.3 thereof, Miami Dolphins, Ltd.; and

WHEREAS, pursuant to the Grant Agreement, Stadium LLC committed to make a \$350,000,000.00 investment in the modernization and improvement of the stadium and thereby attract and promote tourism, job creation and growth of the economy through the attraction of tourist-oriented marquee events to Miami-Dade County; and

WHEREAS, in exchange, the County agreed to make grants to Stadium LLC to be funded solely from available convention development tax (“CDT”) in specific amounts and over a specific term, subject to annual caps and availability of funding, if the Stadium LLC attracted specified large-scale, “marquee” events to the stadium, such as the Super Bowl, World Cup matches, and College Football semi-final or championship games; and

WHEREAS, under the terms of the original Grant Agreement, the annual cap on the amount of grants that can be earned by the Stadium LLC during any year in the original 20-year grant term commencing on October 1, 2016 and ending on September 30, 2036 (“Grant Term”) was \$5,000,000.00 (“Earning Cap”); and

WHEREAS, under the terms of the original Grant Agreement, the annual cap on the amount of grant funds that can be paid to the Stadium LLC during any year through December 31, 2041 was \$5,000,000.00 (“Payment Cap”); and

WHEREAS, on December 19, 2017, this Board adopted Resolution No. R-1219-17 approving an Amendment No. 1 (the “Amendment 1”) to the Grant Agreement in order to clarify that the grants could only be used to operate and manage the stadium structure itself and that beginning in 2024, the hosting of the Miami Open Tennis Tournament at the stadium would make Stadium LLC eligible to receive \$1,000,000.00 per year for such event; and

WHEREAS, on July 24, 2018, this Board adopted Resolution No. R-798-18 (the “Amendment No. 2”) to the Grant Agreement in order to attract and entice Stadium LLC to construct a new privately-funded Miami Dolphins practice facility in Miami-Dade County which was anticipated to generate significant economic development in Miami-Dade County by attracting incremental tourism-generating events to the County, including, without limitation, Miami Dolphins Training Camp, Super Bowl practices and promotional events, World Cup practices and promotional events and College Football Playoff practices and promotional events; and

WHEREAS, pursuant to the Amendment No. 2, the annual Earning Cap and the Payment Cap was increased by \$750,000.00 to \$5,750,000.00 per year during the Grant Term; and

WHEREAS, additionally, Amendment No. 2 increased the cap on the number of Tier Two events - defined as an “international soccer match or other sporting event which attract significant tourists to Miami-Dade County with at least 55,000 Paid Tickets distributed,” that are eligible on an annual basis for grants from two to three, or from \$1,500,000.00 to \$2,250,000.00; and

WHEREAS, finally, Amendment No. 2 increased the Grant Term of the Grant Agreement from 20 years to 30 years if the costs of the new Dolphins practice facility exceeded \$70,000,000.00 thereby granting the Stadium LLC an additional 10 years- from October 1, 2036 to September 30, 2046 to earn the cap of \$5,750,000.00 per year; and

WHEREAS, Stadium LLC has been extremely successful in recruiting marquee events to Miami-Dade County and driving positive economic impact to Miami-Dade County, as was most recently demonstrated by the hosting of the inaugural Formula 1 Miami Grand Prix (the “F1MGP”); and

WHEREAS, in order to recruit and host the inaugural F1MGP, Stadium LLC informed the County that it had invested an additional \$150,000,000.00 in improvements to the Stadium; and

WHEREAS, Stadium LLC has advised the County that, due to that investment by Stadium LLC and its affiliates, the F1MGP will deliver a minimum of \$350,000,000.00 in economic impact each year the Stadium hosts the F1MGP; and

WHEREAS, although, pursuant to the Grant Agreement, Stadium LLC agreed to make an investment of no less than \$350,000,000.00 for the modernization and improvement of the Stadium, Stadium LLC has advised the County that its private investment in Stadium improvements has exceeded \$750,000,000.00, inclusive of the new practice facility but exclusive of those modifications made for the F1MGP, which Stadium LLC represents are ongoing and expected to exceed \$200,000,000.00 by the second quarter of 2023; and

WHEREAS, the World Cup has been a target marquee event for the County and Stadium LLC since the inception of the Grant Agreement as evidenced by the identification in the Grant Agreement of two Tier One Qualifying Events relating thereto, namely a World Cup Match (non-final) with a grant eligibility of \$3,000,000.00 and a World Cup Final with a grant eligibility of \$4,000,000.00; and

WHEREAS, Miami-Dade County and Stadium LLC have attracted the World Cup to be hosted in Miami Gardens at the Stadium in 2026; and

WHEREAS, in order to host the World Cup, Stadium LLC advised the County that it has been asked to undertake significant risk related to the costs affiliated with bidding and hosting the World Cup event, which costs are substantial and increase exponentially per match that is hosted; and

WHEREAS, the more matches that Stadium LLC hosts at the Stadium, the greater the economic impact is for Miami-Dade County; and

WHEREAS, in total, the portion of the World Cup tournament played at the Stadium in 2026 will exclusively encumber the Stadium and for a period of at least 60 days, which is longer in duration, and, as a result, at greater expense than any other marquee event hosted by Stadium LLC; and

WHEREAS, in addition to those costs in recruiting and hosting World Cup matches, due to Stadium LLC's successes in bringing events such as the Orange Bowl, the CFP National Championship Game, the Miami Open Tennis Tournament, and FIMGF to Miami-Dade County in 2026, Stadium LLC will meet the \$5,750,000.00 Earnings Cap and \$5,750,000.00 Payment Cap in that year without the ability to recognize any CDT grant funds from the County related to hosting the World Cup; and

WHEREAS, as stated in the Grant Agreement, funds contributed in the form of a grant to Stadium LLC are for economic development purposes that the County believes will result in a demonstrable economic return to the public by promoting tourism, job creation, and growing the local economy and will ensure that the Stadium will be operated and maintained in a manner which will continue to attract such marquee events to Miami-Dade County in the future; and

WHEREAS, the County desires to continue to attract world-class marquee events and the associated tourism-generating revenues to Miami-Dade County; and

WHEREAS, the County also recognizes that incentivizing and hosting world-class, multi-cultural community events, such as Jazz in the Gardens and the Orange Blossom Classic (referred to as "Community Events"), is vitally important to Miami-Dade County; and

WHEREAS, accordingly, the County and Stadium LLC desire to approve an Amendment No. 3 to the Grant Agreement in substantially the form attached hereto as Exhibit "A"; and

WHEREAS, the Grant Agreement defines a “Qualifying Event” eligible for a grant as those events specified in the Grant Agreement as well as “such other events that the Board confirms...would be anticipated to have or actually had an economic impact substantially equivalent to an event described [in the Grant Agreement]”; and

WHEREAS, because the County is entitled to defer, and has deferred, its payment obligations to Stadium LLC for all marquee event grants earned between 2016 to 2024, the first payment for such deferred obligations would become due on December 31, 2025; and

WHEREAS, due to the scope and success of the F1MGP, in addition to the sizeable investment made by Stadium LLC to improve the Stadium to host the F1MGP, Stadium LLC and the County desire to approve a third amendment to the Grant Agreement (“Amendment No. 3”), to: (1) designate the F1MGP as a qualifying event eligible to earn \$4,000,000.00 annually in grants; (2) create a third category of “Qualifying Events” titled the “Community Events”, which would consist of the Orange Blossom Classic and Jazz in the Gardens, in order to provide Stadium LLC with the ability to earn \$200,000.00 annually for each of those two events; (3) increase the Annual Earnings Cap and Annual Payment Cap by \$1,250,000.00, from \$5,750,000.00 to \$7,000,000.00, beginning in the contract year commencing October 1, 2022 and waive the Annual Earnings Cap for the 2026 World up to an additional \$15,000,000.00 for a total cumulative earning potential of an additional \$45,000,000.00 in grants during the remaining 24 years of the Grant Term; (4) have the County elect and agree to make its first payment under the Grant Agreement in the amount of \$3,000,000.00 one year early on December 31, 2024 instead of December 31, 2025; and (5) include additional obligations for the Stadium LLC with respect to the F1MGP and the 2026 World Cup

to require Stadium LLC to make commercially reasonable efforts to have promoters and independent contractors use and promote hotels and lodgings located within Miami-Dade County and that other events associated with F1MGP and the 2026 World Cup are hosted in facilities within Miami-Dade County; and

WHEREAS, Amendment No. 3 will enable Stadium LLC to offset a portion of the extraordinary expense of hosting the World Cup at the Stadium and will bring immeasurable economic impact to the County; and

WHEREAS, accordingly, this Board desires to approve the Amendment No. 3 to the Grant Agreement,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. The foregoing recitals are incorporated in this resolution and are approved.

Section 2. This Board approves Amendment No. 3 between the County, Stadium LLC, and for limited purposes, Miami Dolphins Ltd., in substantially the form attached hereto and made a part hereof as Exhibit “A”, to: (1) designate the F1MGP as a qualifying event eligible to earn \$4,000,000.00 annually in grants; (2) create a third category of “Qualifying Events” titled the “Community Events”, which would consist of the Orange Blossom Classic and Jazz in the Gardens, in order to provide Stadium LLC with the ability to earn \$200,000.00 annually for each of those two events; (3) increase the Annual Earnings Cap and Annual Payment Cap to \$7,000,000.00, beginning in the contract year commencing October 1, 2022 and waive the Annual Earnings Cap for the 2026 World up to an additional \$15,000,000.00; (4) have the County elect and agree to make its first payment under the Grant Agreement in the amount of \$3,000,000.00 on December 31, 2024; and (5) include additional obligations for the Stadium LLC with respect to

the F1MGP and the 2026 World Cup to require Stadium LLC to make commercially reasonable efforts to have promoters and independent contractors use and promote hotels and lodgings located within Miami-Dade County and that other events associated with F1MGP and the 2026 World Cup are hosted in facilities within Miami-Dade County.

Section 3. This Board authorizes the County Mayor or County Mayor's designee to execute the Amendment No. 3 and to exercise all provisions conferred therein.

The Prime Sponsor of the foregoing resolution is Chairman Jose "Pepe" Diaz. It was 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:

Jose "Pepe" Diaz, Chairman	
Oliver G. Gilbert, III, Vice-Chairman	
Sen. René García	Keon Hardemon
Sally A. Heyman	Danielle Cohen Higgins
Eileen Higgins	Kionne L. McGhee
Jean Monestime	Raquel A. Regalado
Rebeca Sosa	Sen. Javier D. Souto

The Chairperson thereupon declared the resolution duly passed and adopted this 15th day of November, 2022. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the 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.

MRP

Monica Rizo Perez

AMENDMENT NO. 3 TO MARQUEE EVENT PERFORMANCE BASED GRANT
AGREEMENT

This AMENDMENT NO. 3 (the “Amendment 3”) to the Marquee Event Performance Based Grant Agreement, dated July 2, 2014 (as amended, the “Grant Agreement”), is entered into this _____ day of _____, 2022, by and between Miami-Dade County, a political subdivision of the State of Florida (the “County”), and South Florida Stadium LLC, a Florida limited liability company (“Stadium LLC” and, together with the County, the “Parties”). This Amendment 3 is joined by Miami Dolphins Ltd. (“Team”) solely for the purposes set forth in Section 11 of this Amendment 3 (and, for such limited purposes, shall be considered to be a “Party” to this Amendment 3).

WHEREAS, pursuant to Resolution No. R-560-14, the County approved and executed the Grant Agreement with Stadium LLC, and, solely for the purposes set forth in Section 6.3 thereof, Miami Dolphins, Ltd., pursuant to Resolution No. R-1219-17, the County approved and executed Amendment No. 1 (“Amendment 1”) to the Grant Agreement, and pursuant Resolution No. R-798-18, the County approved and executed Amendment No. 2 (“Amendment 2”), all of which govern the eligibility of Stadium LLC to receive Marquee Event Grants upon the hosting of certain events at the Stadium in accordance with the terms and conditions set forth therein; and

WHEREAS, as first stated in the Grant Agreement, the County continues to view any funds contributed in the form of a Marquee Event Grant to be a grant for economic development and an incentive that the County believes will result in a demonstrable economic return to the public by promoting tourism and job creation, and growing the local economy by ensuring that the Stadium Structure is operated and maintained in a manner which will continue to attract such tourist-oriented marquee events to Miami-Dade County ; and

WHEREAS, Formula One, also known as Formula 1 or F1, is the highest class of single-seat auto racing sanctioned by the Fédération Internationale de l’Automobile; and

WHEREAS, a Formula One season consists of a series of races, known as Grand Prix, which are held worldwide on purpose-built circuits and on public roads; and

WHEREAS, a Formula One Grand Prix race is one of the world’s most powerful tourism advertisements for the community hosting the race, as Formula One is among the world’s most-watched annual sports series, garnering a cumulative audience of 1.8 billion viewers each season; and

WHEREAS, a Formula One Grand Prix generates increased tourism, spending, and economic development that accompanies the race; and

WHEREAS, the County also recognizes that incentivizing and hosting world-class, multi-cultural community events, such as Jazz in the Gardens and the Orange Blossom Classic (referred to as “Community Events”), is vitally important to Miami-Dade County; and

WHEREAS, in order to continue to attract world-class marquee events and the associated tourism-generating revenues to Miami-Dade County, the Parties desire to amend, for the third time, the Grant Agreement in accordance with the terms of Section 10.18 thereof in order to give effect to the foregoing.

NOW, THEREFORE, in consideration for the mutual promises and covenants contained in this Amendment 3, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Stadium LLC agree as follows:

WITNESSETH:

1. Recitals. Stadium LLC and the County agree that all of the foregoing recitals are true and correct, and incorporated by this reference in this Amendment 3.
2. Valid Amendment. Stadium LLC and the County agree that this Amendment 3 amends the Grant Agreement in accordance with Section 10.18 thereof.
3. Effect of Amendment. Stadium LLC and County agree that all of the terms and conditions in the Grant Agreement (inclusive of Amendment 1 and Amendment 2 to same) remain in full force and in effect, except for such terms and conditions that are expressly amended by this Amendment 3.
4. Defined Terms. Stadium LLC and County agree that, unless specifically defined herein, all of the capitalized terms used but not defined in this Amendment 3 shall have the respective meanings set forth in the Grant Agreement.
5. Marquee Event Grant Base Amount. Effective beginning in the Contract Year commencing October 1, 2022, Stadium LLC and the County acknowledge and agree that the chart in Appendix 1 to the Grant Agreement is hereby amended to provide as follows:

	Qualifying Event	Marquee Event Grant Base Amount
Tier One	Super Bowl	\$4,000,000.00
	World Cup Final	\$4,000,000.00
	Formula One Miami Grand Prix (all event days constitute the Qualifying Event)	\$4,000,000.00
	College Football Championship Game (or equivalent college football championship game)	\$3,000,000.00
	World Cup Match (non-final)	\$3,000,000.00
	College Football Semi-Final Game (or equivalent college football championship game)	\$2,000,000.00

	Miami Open Tennis Tournament in 2024 and any year thereafter	\$1,000,000.00
Tier Two	International soccer match or other sporting event which attract significant tourists to Miami-Dade County with at least 55,000 Paid Tickets distributed	\$750,000.00
Community Events	The Orange Blossom Classic football game and Jazz in the Gardens concerts	\$200,000.00

6. Earnings and Payment Caps. Effective beginning in the Contract Year commencing October 1, 2022, the Grant Agreement shall be amended as follows:

a. Clauses (b) and (c) of Section 2.1.2 of the Grant Agreement shall be DELETED and REPLACED in its entirety with the following:

(b) For each Contract Year during the Grant Term, the maximum amount of Marquee Event Grants which can be earned (i.e., the Annual Earnings Cap) shall be Seven Million Dollars (\$7,000,000.00).

(c) Notwithstanding anything to the contrary in this Agreement, in no event shall: (i) more than three (3) Tier Two Events; and (ii) more than two (2) Community Events qualify for Marquee Event Grants in any single Contract Year during the Grant Term. In other words, the Tier Two Earnings Cap and the Community Events Earnings Cap will apply at all times during the Grant Term and shall count towards the Annual Earnings Cap. Stadium LLC will not be deemed to have earned a Marquee Event Grant for any Tier Two Event in any Contract Year in excess of three (3) Tier Two Events and will not be deemed to have earned a Marquee Event Grant for any Community Events in excess of two (2) Community Events.

b. Section 2.1.4(a) of the Grant Agreement shall be DELETED and REPLACED in its entirety with the following:

(a) Except as provided in Section 2.1(g), in no event shall the County be obligated to pay Marquee Event Grants in excess of the Annual Payment Cap (i.e., \$7,000,000.00) in any given Contract Year during the Term and the Post-Expiration Period.

c. The following sentence shall be added at the end of Section 2.1.4(b) of the Grant Agreement:

Notwithstanding the County's prior decision to defer payment of all of the Initial Phase Earnings, the County shall pay \$3,000,000.00 of the Annual Initial Phase Deferment on December 31, 2024.

- d. Section 2.1.4 of the Grant Agreement shall be amended to create subsection (g) which shall state as follows:

(g) Notwithstanding anything in Sections 2.1.2(b) and 2.1.4(a) in the Grant Agreement to the contrary: (i) the Annual Earnings Cap shall be inapplicable for Qualifying Events earned during the Contract Year commencing on October 1, 2025 and ending September 30, 2026 (or such other Contract Year(s) during the Grant Term that the 2026 World Cup may be played if rescheduled due to unforeseen circumstances) to the extent the Annual Earnings Cap being exceeded is attributable to World Cup Matches; provided however, that in no event shall World Cup Marquee Event Grants exceed \$15,000,000.00 in the aggregate, and (ii) the Annual Payment Cap for the Payment Due Date of December 31, 2026 (or alternative applicable due date if the 2026 World Cup is rescheduled due to unforeseen circumstances) and every Payment Due Date thereafter shall continue to be applicable to all Qualifying Events earned in accordance with this Agreement up to the Earnings Limitations except for World Cup Marquee Event Grants which shall be subject to the World Cup Marquee Event Grants Annual Cap. Commencing with the Payment Due Date associated with the Contract Year commencing on October 1, 2025 (or alternative applicable Contract Year commencement date(s) during the Grant Term if the 2026 World Cup is rescheduled due to unforeseen circumstances) and continuing on each successive Payment Due Date thereafter until the World Cup Marquee Event Grants are paid in full, the County: (i) shall use Available Funding (irrespective of the Annual Payment Cap) to pay for the World Cup Marquee Event Grants up to the World Cup Marquee Event Grants Annual Cap; (ii) shall use Available Funding to pay all World Cup Marquee Event Grants in full on or before the fourth anniversary of the Payment Due Date associated with the Contract Year commencing on October 1, 2025 (or alternative applicable Contract Year commencement date(s) during the Grant Term if the 2026 World Cup is rescheduled due to unforeseen circumstances); and (iii) may use, in its sole and absolute discretion as determined by the Board, Available Funding to pay an amount in excess of the World Cup Marquee Event Grants Annual Cap on any Payment Due Date following the World Cup Matches in order to complete the payment of the World Cup Marquee Event Grants by an earlier date.

By way of example, if in the Contract Year commencing on October 1, 2025, the Stadium was the site of (1) five World Cup Matches (non-final), (2) the Formula One Miami Grand Prix, (3) two Community Events, (4) the College Football Championship Game, and (5) the Miami Open Tennis Tournament,

Stadium LLC will earn \$15,000,000.00 in World Cup Marquee Event Grants and a total of \$7,000,000.00 in Marquee Event Grants for all other Qualifying Events [\$4,000,000.00 + \$400,000.00 + \$3,000,000.00 + \$1,000,000.00= \$8,400,000.00 reduced to the Annual Earnings Cap]. If on December 31, 2026, there remains Annual Initial Phase Deferments in the amount of \$26,000,000.00 and \$10,000,000.00 of Available Funding, then the County will pay all \$10,000,000.00 to Stadium LLC: \$7,000,000.00 of the Annual Initial Phase Deferments from Available Funding and \$3,000,000.00 of the World Cup Marquee Event Grants. Subsequently, subject to the Initial Phase Fall-Off Amount and the Unfunded Rollover Fall-Off Amount, the County shall use Available Funds each Contract Year to (i) satisfy the Annual Initial Phase Deferments (subject to the Annual Payment Cap), (ii) pay the remaining \$12,000,000.00 of World Cup Marquee Event Grants (payable at a rate not to exceed the World Cup Marquee Event Grants Annual Cap and continuing each subsequent Payment Due Date until all World Cup Marquee Event Grants have been fully funded by the County, irrespective of the Annual Payment Cap), and (iii) pay the \$7,000,000.00 for all other Qualifying Events earned in the Contract Year commencing on October 1, 2025 (subject to the Annual Payment Cap), in subsequent Contract Years.

- e. Section 2.1.5 of the Grant Agreement shall be DELETED and REPLACED in its entirety with the following:

2.1.5. Payment Obligations and Covenant Regarding Available Funding. The County's obligation to pay any Marquee Event Grant with respect to any Contract Year is subject to the existence of Available Funding. In order to ensure the existence of Available Funding, the County covenants and agrees that for each Contract Year after the Initial Phase, it will utilize County CDT collections for such Contract Year: (a) first to pay Senior CDT Obligations; (b) second to pay Marquee Event Grants up to \$5,750,000.00 earned by Stadium LLC; (c) third to World Cup Marquee Event Grants up to \$3,000,000.00 earned by Stadium LLC; (d) fourth to pay Additional CDT Obligations; and (e) fifth and last to pay any additional Marquee Event Grants earned by Stadium LLC beyond \$5,750,000.00 and up to the Annual Payment Cap (except in the Contract Years where the Annual Payment Cap is inapplicable to accommodate payment of earned World Cup Marquee Event Grants). All payments to be made by the County for Marquee Event Grants shall be made pursuant to this Agreement. Only after payment of Senior CDT Obligations, Additional CDT Obligations, and Marquee Event Grants earned by Stadium LLC will the County be permitted to utilize any remaining County CDT to fund the County's CDT Shortfall Reserve or for any other purpose permitted under the Convention Development Tax Act.

- f. Section 2.2 of the Grant Agreement shall be DELETED and REPLACED in its entirety with the following:

2.2 Covenant Regarding CDT, Senior CDT Obligations and Additional CDT Obligations. The County covenants and agrees that it will not at any time during the Grant Term and the Post-Expiration Period (so long as any Initial Phase Deferment or any Unfunded Rollover Amount remains due to the Stadium LLC) (i) pledge or use any portion of the County CDT to fund any obligation other than its obligations to Stadium LLC under this Agreement, the Senior CDT Obligations and Additional CDT Obligations; provided, however, the County may pledge or use the County CDT to fund other obligations if such pledge or use is subordinate to Stadium LLC's rights hereunder, or (ii) amend any Senior CDT Obligation or Additional CDT Obligation in any way which would increase or extend any such Senior CDT Obligation or Additional CDT Obligation to the extent such increased or extended Senior CDT Obligation or Additional CDT Obligation would have priority or seniority over the County's obligations to Stadium LLC. 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.

- g. In Exhibit A to the Grant Agreement, the definition of "Annual Earnings Cap" shall be DELETED and REPLACED in its entirety with the following:

"Annual Earnings Cap" shall mean Seven Million Dollars (\$7,000,000.00) in each Contract Year during the Grant Term.

- h. In Exhibit A to the Grant Agreement, the definition of "Annual Payment Cap" shall be DELETED and REPLACED in its entirety with the following:

"Annual Payment Cap" shall mean Seven Million Dollars (\$7,000,000.00) in each Contract Year.

- i. In Exhibit A to the Grant Agreement, the definition of "Community Events Earnings Cap" shall be created and the Grant Agreement amended to add it as follows:

"Community Events Earning Cap" shall mean Four Hundred Thousand Dollars (\$400,000.00) in each Contract Year during the Grant Term.

- j. In Exhibit A to the Grant Agreement, the definitions of "World Cup Marquee Event Grants" and "World Cup Marquee Event Grants Annual Cap" shall be created and the Grant Agreement amended to add them as follows:

"World Cup Marquee Event Grants" shall mean those Marquee Event Grants earned for World Cup Matches during the Contract Year commencing on October 1, 2025 and ending September 30, 2026 (or alternative Contract Year(s) if the 2026 World Cup is rescheduled during the Grant Term due to unforeseen circumstances) up to \$15,000,000.00 in the aggregate.

“World Cup Marquee Event Grants Annual Cap” shall mean twenty percent (20%) of the World Cup Marquee Events Grants (i.e., if the World Cup Marquee Event Grants total the maximum \$15,000,000.00, the World Cup Marquee Event Grants Annual Cap shall be \$3,000,000.00 annually, and if the World Cup Marquee Event Grants total \$12,000,000.00, the World Cup Marquee Event Grants Annual Cap shall be \$2,400,000.00).

- k. In Exhibit A to the Grant Agreement, the definition of “Additional CDT Obligations” shall be created and the Grant Agreement amended to add it as follows:

“Additional CDT Obligations” shall mean other subordinate ongoing commitments to eligible activities not to exceed the following amount as set forth below for the County’s fiscal years ending September 30 listed below:

FY 2024:	\$8,631,000
FY 2025:	\$8,933,085
FY 2026:	\$9,245,743
FY 2027:	\$9,569,344
FY 2028:	\$9,904,271
FY 2029:	\$10,250,921
FY 2030:	\$10,609,703
FY 2031:	\$10,981,042
FY 2032:	\$11,365,379
FY 2033:	\$11,763,167
FY 2034:	\$12,174,878
FY 2035:	\$12,600,999
FY 2036:	\$13,042,034
FY 2037:	\$13,498,505
FY 2038:	\$13,970,952
FY 2039:	\$14,459,936
FY 2040:	\$14,966,034

FY 2041:	\$15,489,845
FY 2042:	\$16,031,989
FY 2043:	\$16,593,109
FY 2044:	\$17,173,868
FY 2045:	\$17,774,953
FY 2046:	\$18,397,076
FY 2047:	\$19,040,974
FY 2048:	\$19,707,408
FY 2049:	\$20,397,167
FY 2050:	\$21,111,068
FY 2051:	\$21,849,956
FY 2052:	\$23,406,219
FY 2053:	\$24,225,436
FY 2054:	\$25,073,327
FY 2055:	\$25,950,893
FY 2056:	\$26,859,174
FY 2057:	\$27,799,246
FY 2058:	\$28,772,219
FY 2059:	\$29,779,247
FY 2060:	\$30,821,520
FY 2061:	\$31,900,274

1. For the avoidance of doubt, any examples and/or calculations in the Grant Agreement that account for the Annual Payment Cap and/or the Annual Earnings Cap shall be deemed updated as of this Amendment 3 effective date based on the foregoing amendments to the amounts of such caps.

7. Stadium LLC Obligations. Effective beginning in the Contract Year commencing October 1, 2022, the Grant Agreement shall be amended as follows:

- a. The last sentence in section 3.1 shall be DELETED and REPLACED with the following:

“Additionally, Stadium LLC shall use commercially reasonable efforts to require all Qualifying Event promoters and participants to hold Qualifying Event-related activities within County borders.”

- b. Article 3 shall be amended to add the following new subsections 3.1.1 and 3.1.2 in Article 3 as follows:

3.1.1 Formula One Miami Grand Prix. Stadium LLC shall use commercially reasonable efforts to (a) use and to require promoters of the Formula One Miami Grand Prix to use transient rentals (as such term is defined in Fla. Stat. §212.03), dining destinations, restaurants, theaters, performing arts venues, and event facilities and venues that are located in Miami-Dade County for the Formula One Miami Grand Prix and for events associated therewith, including on website, social media and printed materials; and (b) require that its independent contractors that are using transient rentals in connection with the Formula One Miami Grand Prix to utilize transient rentals located in Miami-Dade County and not promote or designate any transient rentals outside of Miami-Dade County as official transient rentals of the Formula One Miami Grand Prix, provided, however, that foregoing requirements shall not apply to any third parties with whom Stadium LLC currently has an agreement in effect with regards to Formula One Miami Grand Prix and shall only apply to renewals or extensions of time to such existing agreements.

3.1.2 World Cup Matches. Stadium LLC shall use commercially reasonable efforts to (a) use and to require promoters of the 2026 World Cup matches held in Miami-Dade County (or such other Contract Year(s) that the 2026 World Cup may be played if rescheduled due to unforeseen circumstances) to use transient rentals (as such term is defined in Fla. Stat. §212.03), dining destinations, restaurants, theaters, performing arts venues, and event facilities and venues that are located in Miami-Dade County for the 2026 World Cup matches and for events associated therewith; and (b) require that its independent contractors that are using transient rentals in connection with the 2026 World Cup matches held in Miami-Dade County to utilize transient rentals located in Miami-Dade County and not promote or designate any transient rentals outside of Miami-Dade County as official transient rentals of the 2026 World Cup, provided, however, that the foregoing requirements shall not apply to any third parties with whom Stadium LLC currently has an agreement in effect with regards to the 2026 World Cup and shall only apply to renewals or extensions of time to such existing agreements. The effective

date of this Amendment 3 shall be the same date as the effective date of the appropriate resolution adopted by the Miami-Dade County Board of County Commissioners approving this Amendment 3.

8. This Amendment 3 may be executed in counterparts, each of which shall be deemed an original and all of which together constitute one and the same instrument. Facsimile or electronically transmitted signatures shall be deemed for all purposes to be originals.
9. County and Stadium LLC shall, within sixty (60) days of execution of this Amendment 3, prepare a cumulative amended and restated agreement that incorporates the Agreement, as amended, in a single document, for ease of reference.
10. This Amendment 3 shall constitute a part of the Grant Agreement and references to the Grant Agreement hereafter shall automatically include a reference to this Amendment 3. This Amendment 3 shall be subject to the provisions of Section 10.13 of the Grant Agreement, and such provisions are incorporated herein by reference, mutatis mutandis.
11. The Parties acknowledge and agree that, pursuant to Amendment 2, the Term of the Grant Agreement is forty (40) years from the Effective Date (unless earlier terminated in accordance with Section 8.3 of the Grant Agreement), that the Grant Term is thirty (30) years, and that the obligations as set forth in Section 6.3 (including, specifically, those of the Team set forth in Section 6.3.3) are extended for the duration of the Term.

IN WITNESS WHEREOF, Stadium LLC and the County have caused this Amendment 3 to be executed on the date first above written.

[Signature blocks are on following page.]

South Florida Stadium LLC

Miami-Dade County, Florida

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Dated: _____, 2022.

Dated: _____, 2022.

Witness:

Typed Name: _____

Witness:

Typed Name: _____

Approved as to Form and Legal Sufficiency:

Assistant County Attorney

ATTEST:

By: Clerk of the Board

Miami Dolphins, Ltd.

[solely for purposes set forth in Section 11 of Amendment 3]

By: _____

Witness:

Print: _____

Title: _____

Typed Name: _____

Witness:

Typed Name: _____